

ABB Australia Pty Limited

A.B.N. 68 003 337 611

GENERAL TERMS AND CONDITIONS OF SALE

Goods and Services are sold and supplied by ABB Australia Pty Limited on the following General Terms and Conditions of Sale unless otherwise expressly agreed in writing between ABB Australia Pty Limited and Purchaser.

1. DEFINITIONS

"Australian Consumer Law" means the Competition and Consumer Act 2010, as amended from time to time.

"Business Day" means a day that is not a Saturday or Sunday or a public holiday or bank holiday in the place in which any relevant act is to be done or may be done.

"Commencement Date" means the commencement date of the Contract of which these terms and conditions form part.

"Contract" means these general terms and conditions of sale, Purchaser's order as accepted by Vendor pursuant to clause 3.2, and any other expressly specified terms and conditions.

"Contract Works" means, where the additional clauses E1 to E8 apply, the Goods and the erection/installation of other works (if any) to be carried out by Vendor at the Site.

"day" or "days" means calendar days unless stated otherwise.

"Goods" means the goods, equipment, material and/or services supplied by Vendor to Purchaser as indicated in a Contract.

"Intellectual Property Rights" includes all present and future rights in and to all technology, techniques (both patented and non-patented), know-how, confidential information, patents, copyright, trademarks, designs, trade names, inventions, discoveries and all other rights as defined by Article 2 of the Convention of July 1967 establishing the World Intellectual Property Organisation, including all applications for any of such rights as exist or may exist anywhere in the world.

"Order" means Purchaser Order issued by Purchaser and accepted by Vendor in clause 3.

"PPS Act" means the *Personal Property Securities Act 2009 (Cth)* as amended from time to time.

"Purchaser" means the person, company or other relevant legal entity to whom or to which this document is addressed.

"Services" means the services specified in Vendor's quotation or Contract, including any part of the specified services.

"Site" means, if the additional clauses E1 to E8 apply, the location notified by Purchaser where Vendor is required to carry out the Contract Works.

"Vendor" means ABB Australia Pty Limited.

2. GENERAL

2.1 These terms form part of any quotation or contract to which they are attached, and any Goods to be supplied, or supplied, by Vendor will be or are supplied subject to these terms.

2.2 If there is any inconsistency or variance between the provisions of any quotation by Vendor and these terms then the former shall prevail to the extent of the inconsistency or variance PROVIDED SUCH THAT notwithstanding any acceptance by Vendor of any Order or offer to purchase from Purchaser that may contain any term inconsistent with or purporting to vary or reject any of these terms, any contract between Vendor and Purchaser arising from Vendor's acceptance of such Order or offer to purchase shall be subject to these terms unless and to the extent only that Vendor expressly agrees in writing to any variation thereof.

2.3 If one or more clauses of these terms or any provisions included in any quotation or contract arising between Vendor and Purchaser is declared legally invalid the remainder of these terms and any such provisions shall be in no way affected.

2.4 These terms shall apply to any separable portion of any quotation or contract arising between Vendor and Purchaser and to the Goods supplied thereunder.

2.5 PURCHASER'S ATTENTION IS DRAWN TO STATUTORY PROVISIONS WHICH MAY APPLY TO THIS CONTRACT. Any rights, remedies, liabilities, conditions, warranties, standards or specifications which apply to or in respect of any contract arising between Vendor and Purchaser under or by virtue of the Australian Consumer Law or any other enactment of Australia or of any State or Territory thereof affecting such

contract and which cannot be excluded from such contract are deemed to apply to such contract notwithstanding any inconsistency with these terms.

2.6 Subject to clause 2.5, to the fullest extent permitted at law, no warranties expressed or implied by law, trade custom or otherwise and no representations, descriptions, conditions or statements are binding on Vendor unless set out in these terms or expressly incorporated into these terms by reference by Vendor in writing.

3. QUOTATION AND OFFER TO PURCHASE

3.1 Vendor's quotation is not to be construed as an obligation to sell Goods and/or supply the Services to Purchaser but is rather an invitation to Purchaser to make an offer to purchase Goods and/or Services subject to these terms. Purchaser's Order shall constitute such an offer to purchase. Vendor reserves the right to make alterations to its quotation at any time before its acceptance of an Order from Purchaser.

3.2 Notwithstanding that a quotation has been made no contract exists between Vendor and Purchaser until Vendor accepts Purchaser's Order in writing.

3.3 Vendor's quotation relates only to such Goods and/or Services as are specified therein and is given subject to such Goods and/or Services being available at the time of receipt of Purchaser's Order. Notwithstanding any stipulation or implication in such quotation, Vendor reserves the right to obtain such Goods or any part thereof from any factory or works in Vendor's organisation, including any subsidiary of affiliate thereof.

3.4 Prices included in Vendor's quotation are based on the quantities of Goods and description of the Services referred to in the quotation. Should Purchaser offer to purchase a quantity of Goods or type of Services which is at variance with that referred to in the quotation, Vendor reserves the right to amend the price quoted for such Goods and/or Services.

3.5 The quotation remains open for acceptance for a period of 30 days from the date of the quotation unless an alternate period is specified in the quotation.

4. SPECIFICATIONS AND DRAWINGS

Not Part of Contract

4.1 All descriptive and shipping specifications, drawings, dimensions and weights submitted by Vendor in relation to any quotation are approximate only and any descriptions, illustrations and data contained in any catalogues price lists and/or other advertising or promotional material are intended by Vendor only to present a general view of Goods and/or Services described therein and none of such specifications, drawings, dimensions, weights, descriptions, illustrations or data shall form part of any contract arising between Vendor and Purchaser.

Drawings

4.2 After Acceptance of Purchaser's Order, Vendor shall at Purchaser's request provide to Purchaser such drawings relating to the Goods the subject of the contract arising between Vendor and Purchaser as are in Vendor's opinion reasonable and necessary but all and any Intellectual Property Rights in the drawings shall remain vested in Vendor.

Confidential Information

4.3 All information relating to patents, designs, other Intellectual Property, drawings, specifications, computer programs, information, samples and the like provided by Vendor shall be regarded as confidential and shall not be copied or disclosed by Purchaser to a third party except with Vendor's prior written consent, and shall only be used pursuant to the contract for which they are provided.

Sufficient Information to be Provided

4.4 Purchaser's Order shall be accompanied by sufficient information to enable Vendor to commence work and proceed without interruption. Purchaser shall be responsible for, and warrant, the accuracy of the information it provides.

Purchaser's Approval of Drawings

4.5 Any drawings or other information requiring Purchaser's approval shall be approved, amended or rejected and returned by Purchaser to Vendor within 14 days of the date of receipt by Purchaser of such drawings or other information or such other period as may be agreed in writing by Vendor and Purchaser. Any delay beyond such 14 day period or such other period agreed to shall constitute grounds for extension of the contract period in which Vendor is to perform its obligations under clause 6.4. Purchaser will act reasonably and without

undue delay in any relevant undertaking or any discretion it exercises as part of the approval process.

Incorrect Information

4.6 Purchaser shall be responsible for and bear the cost of any alteration to Goods and/or Services supplied by Vendor arising from any discrepancy, error or omission in any drawing, specification or other information supplied by or approved by Purchaser.

Suitability for Purpose

4.7 Unless Vendor has specifically agreed otherwise in writing, it has no knowledge of the use to which Purchaser proposes to put any Goods and/or Services supplied by Vendor to Purchaser and Vendor makes no representation nor gives any warranty in respect of such particular use or fitness for any such purpose.

Responsibility for licences and approvals

4.8 Unless otherwise agreed in writing it is Purchaser's responsibility to obtain and provide any licences, access, approvals or permits necessary for performance of the Contract.

5. PERFORMANCE

Performance

5.1 Any performance figures provided by Vendor are based on Vendor's experience and are such as Vendor could expect to obtain on testing. Vendor shall be under no liability or damages should Goods and/or Services supplied by it fail to attain such performance figures unless Vendor has specifically guaranteed in writing the attainment of such performance figures, subject always to recognised tolerances applicable to such performance figures.

5.2 Where Vendor has guaranteed performance figures in respect of Goods and/or Services supplied by it and the performance figures attained in respect of such Goods on any test are outside applicable tolerances, Vendor shall be given reasonable time to rectify the performance of such Goods and Vendor's liability shall be subject to clause 13.

Inspection and Tests

5.3 Where inspections and tests are performed they will be undertaken in accordance with Vendor's standard practice, including test documentation, and will be carried out at the place of manufacture or elsewhere at Vendor's sole discretion. Such inspections and tests, together with any additional tests as may be specified in Vendor's quotation, are the only inspections and tests included in the quoted price. Should any further inspection or tests be required by Purchaser these will be subject to Vendor's agreement and may result in an increase in the contract price agreed by Vendor to Purchaser and an extension to the time for delivery.

5.4 Where the carrying out of an inspection or witnessed test has been agreed to, Vendor shall give Purchaser 7 days' notice that Vendor is ready to carry out such inspection or witnessed test, and if Purchaser is absent from a duly notified inspection or witnessed test then such inspection or witnessed test shall be deemed to have been undertaken in Purchaser's presence such that the outcome of the inspection or test will be deemed to be accepted by Purchaser.

6. TIME/DATE FOR SUPPLY

Base Date

6.1 All dates or times quoted for completion or delivery shall be calculated from date of acceptance by Vendor of Purchaser's Order, together with sufficient information as referred to in clause 4.4.

Quoted Time

6.2 Vendor will use reasonable endeavors to meet any delivery or completion date or period quoted but such date or time is a bona fide estimate only and is not to be construed as a fixed date or time unless specifically agreed to by Vendor in writing.

Liquidated Damages for Delay

6.3 Subject to clauses 6.4 and 6.5, if a fixed date or time has been specifically agreed by Vendor in writing and quoted for delivery and Vendor fails to deliver within that fixed date or time or within any extension thereof as provided by clauses 6.4 and 6.5, and if as a result Purchaser suffers loss, Vendor will pay to Purchaser for each week or part week of delay liquidated damages at the rate of 0.25% per week up to a maximum of 5% of that portion of the contract price which is referable to such portion only of the Goods and/or Services the subject of the Contract which cannot in consequence of such delay be effectively used by Purchaser, which payment of liquidated damages shall be the sole and

exclusive remedy for such delay and be in full satisfaction of and Vendor's total liability arising from such delay.

Extension of Time and Force Majeure

6.4 Any contract period shall be extended in respect of any delay relating to either instructions given by, or a lack of instructions from, Purchaser, or any other acts or omissions of Purchaser or those for whom it is responsible, including any delay or withdrawal of access by Purchaser to the premises required for the purpose of this Contract.

6.5 Vendor shall not be liable to Purchaser for any failure to meet any obligation under any contract arising between Vendor and Purchaser to the extent that such failure is caused by or arises from:

(i) strikes, lockouts or other industrial unrest and disputes, shortages of labour or materials, delay in manufacturing by Vendor, its associates or suppliers, riot, civil commotion, fire, flood, earthquake, drought, loss or delay at sea or otherwise, breakdowns, pandemic, epidemic or war; or

(ii) any other cause whether arising from natural causes, human agency or anything beyond the reasonable control of Vendor.

6.6 The parties are aware of the challenges related to outbreaks, epidemics, war (declared or undeclared), government regulations and acts of governmental authorities (including sanctions), civil unrest, and general shortages of electronic components and elements, market volatility, availability and cost of raw materials, commodities, as well as the shortage and market fluctuation of logistic/transportation availability, costs and capacities that may impact the normal business activity and cost of performance, the delivery schedule(s)/dates and/or the execution of the scope or performance of work, the impacts of which are currently unknown. Notwithstanding anything in the Contract to the contrary, if as a result of any of the above aforementioned events, the costs of Vendor's performance increase or Vendor's performance obligations are materially adversely affected or delayed, the parties in the spirit of cooperation, will work together in good faith and within a reasonable time after the invocation of this clause, to negotiate alternative contractual terms in terms of equitable adjustments to delivery schedules/dates, pricing and/or possible reductions of the contractually owed quantity of the Goods and/or Services to be delivered to Purchaser. The aforementioned shall be performed with a view to employing reasonable efforts to ensure that the Contract can be at least fulfilled in part.

7. PACKING

7.1 Unless stated otherwise in any quotation packing is not included in the contract price. Any packing required by Purchaser and not specifically stated as being included in any quotation shall be to Purchaser's account.

7.2 Unless otherwise stipulated in writing by Vendor any packing which may be provided by Vendor is not returnable and must be disposed of by Purchaser.

7.3 Where such stipulation is made the packing remains the property of Vendor and must be returned to Vendor's source of supply carriage paid by Purchaser.

8. POINT OF DELIVERY

Delivery ex-works

8.1 Unless stated otherwise in any quotation, Goods are supplied ex-works at the place of manufacture and delivery to a carrier's vehicle, including loading, shall constitute delivery by Vendor to Purchaser. The carrier's vehicle shall be of a type allowing vertical or horizontal access for loading as required by Vendor.

Delivery Beyond Place of Manufacture

8.2 Unless Vendor has provided in any quotation for delivery beyond the place of manufacture, where Purchaser requests delivery beyond such point Vendor, at its sole discretion, may agree to act as agent for Purchaser to effect such delivery and all costs of carriage and insurance in relation thereto will be to Purchaser's account. In any event Purchaser shall ensure provision of reasonable access to the point of delivery and for off-loading and/or handling without delay.

Damage or Loss in Transit

8.3 Where damage to the Goods in the course of delivery is Vendor's responsibility, Vendor shall at its sole discretion repair or replace free of charge Goods so damaged provided Vendor is notified of such damage within three days of delivery.

Shortages in Delivery

8.4 Any claims for shortages in deliveries shall be notified in writing to Vendor within ten days of receipt of such delivery.

Partial Deliveries

8.5 Vendor reserves the right to make partial deliveries of any Goods and to invoice such deliveries separately. Unless otherwise agreed in writing by Vendor and Purchaser, where such invoices relate to complete and usable Goods, payment thereof will fall due in accordance with clause 11.1(iv).

Storage

8.6 If after a period of 14 days from the date of notification by Vendor to Purchaser that Goods are ready for delivery and delivery of such Goods is delayed for any reason beyond Vendor's reasonable control, Vendor shall be entitled, at its sole discretion, to arrange for suitable storage of such Goods at its premises or elsewhere and Vendor shall take reasonable measures to protect Purchaser's interest in such Goods. To the extent permitted by law, Purchaser shall pay all reasonable costs of such storage together with all reasonable costs of insurance, demurrage, handling and other contingent charges applicable as set out in invoices for payment sent to Purchaser by Vendor in accordance with clause 11.1 (iv).

Cost

8.7 Except where stipulated in the quotation, all freight and transport costs are at Purchaser's cost. In the absence of instructions from Purchaser on the choice of carrier, Vendor will instruct on Purchaser's behalf a carrier to complete delivery. For the avoidance of doubt, delivery shall not be by way of airfreight unless agreed to in writing by Vendor and set out expressly in Vendor's quotation.

9 INSURANCE, RISK AND PROPERTY

Insurance

9.1 Goods in respect of which Vendor acts as Purchaser's agent in accordance with clauses 8.2, 8.6 and 8.7 will, unless otherwise required in writing by Purchaser, be insured for their contract value plus 10%. Vendor's liability in respect of such Goods shall be limited to the extent of such insurance.

9.2 Vendor will maintain public and products liability insurance for an amount of AUD1 million per event and in the aggregate and which will note the interests of Purchaser in respect of the liability of Vendor arising out of the performance by Vendor of the contract for Purchaser, but limited always to the extent of cover and limitation of liability provided in the insurance maintained under this clause.

Insurance Cover for Goods under Repair

9.3 Risk in Goods the subject of any contract for repair, overhaul, modification or other work, between Vendor and Purchaser shall remain with Purchaser. Purchaser shall be responsible for effecting insurance which provides cover for the Goods which are being repaired, including at Vendor's premises, or at subcontractor's premises, or in transit to and from those premises.

9.4 Risk in Goods shall remain with Vendor only until the first in time of any one of the following events:

- (i) passing of property in such Goods to Purchaser; or
- (ii) delivery of such Goods by Vendor to Purchaser or to a carrier at the contractual point of delivery; or
- (iii) upon such Goods leaving Vendor's premises at the request of Purchaser; or
- (iv) expiry of 14 days from the date of notification by Vendor to Purchaser that such Goods are ready for delivery,

and thereafter risk of damage, loss or deterioration of the Goods from any cause whatsoever shall pass to Purchaser.

Preservation of Property Rights

9.5 Notwithstanding that risk in any Goods may in whole or in part be with Purchaser, title and property in such Goods shall remain with Vendor until paid for in full by Purchaser. Prior to the passing of title and property in such Goods they may not be resold, pledged or, subject to clauses 9.7 to 9.9 below, given in security by Purchaser in any circumstances whatsoever.

9.6 Until such time as title and property in such Goods passes to Purchaser the relationship between Vendor and Purchaser shall be fiduciary and Purchaser shall hold the Goods as bailee for Vendor, and:

- (i) Purchaser will store such Goods on its premises separately from its own Goods or those of any other person and in a manner which makes them readily identifiable as Vendor's Goods;
- (ii) Purchaser is licensed by Vendor to, in the ordinary course of its business, process in such fashion as it may wish and/or incorporate such Goods in or with any product or products,

subject to the express condition that the new product or products or any other chattel whatsoever containing any part of such Goods shall be separately stored and marked so as to be identifiable as being made from or with Goods the property of Vendor;

- (iii) if Goods the property of Vendor are mixed with goods and/or material the property of Purchaser or are processed with or incorporated therein, the product thereof shall become and/or shall be deemed to be the sole and exclusive property of Vendor;
- (iv) if Goods the property of Vendor are mixed with goods and/or material the property of a third party or are processed with or incorporated therein, the product thereof shall be deemed to be owned in common by Vendor and that third party;
- (v) Purchaser shall be at liberty to agree to sell Goods the property of Vendor or any product produced from or with such Goods on the express condition that such an agreement to sell is made on the basis that Purchaser is the agent of and bailee of Vendor in respect of such Goods and/or products and that the entire proceeds of sale shall be held in trust on behalf of Vendor by Purchaser and shall not be mingled with any other monies and shall at all times be identifiable as Vendor's monies. Purchaser shall however not represent to any third parties that it is in any way acting for Vendor and Vendor will not be bound by any contracts with third parties to which Purchaser is a party; and
- (vi) if Purchaser does not receive the proceeds of any such sale it will, if called upon so to do by Vendor within 7 days thereof assign and sell to Vendor for nominal consideration all rights against the person or persons to whom such Goods and/or products were to be sold by Purchaser.

Purchase Money Security Interest

9.7 By placing an Order for the Goods, Purchaser acknowledges, accepts and agrees that this Contract creates a purchase money security interest (as that term is defined in the PPS Act) in the Goods as commercial property and, for avoidance of doubt, the proceeds of sale of the Goods. Purchaser must, promptly upon request by Vendor, sign any documents (including any new agreements), provide all necessary information and do anything else required by Purchaser to ensure that the security interest is a perfected purchase money security interest.

9.8 Until payment to Vendor has been made in full for the Goods, Purchaser acknowledges and agrees that in relation to Goods that are inventory, Purchaser will not allow any security interest to arise in respect of the Goods unless Vendor has perfected its purchase money security interest.

9.9 Until payment to Vendor has been made in full for the Goods, Purchaser acknowledges and agrees that in relation to Goods that are inventory, Purchaser will not allow any non-purchase money security interest to arise in respect of the Goods unless Vendor has perfected its purchase money security interest prior to Purchaser's possession of the Goods.

9.10 Purchaser waives its right under the PPS Act to receive a copy of any verification statement or financing change statement (as those terms are defined in the PPS Act).

10. PRICES AND CONTRACT PRICE ADJUSTMENT

Price Basis

10.1 Unless otherwise stated in writing, prices quoted by Vendor are based on the costs of material, labour, freight, insurance, and duties and other costs and charges ruling at the date of any quotation or such other date specifically referred to therein in respect of such matters. Such prices shall be subject to adjustment in respect of any variation in such costs, rates or charges or their method of assessment occurring after that date and until the completion of any contract between Vendor and Purchaser based on such quotation including, without limitation, changes in:

- (i) Australian costs;
- (ii) overseas costs;
- (iii) foreign currency and exchange rates (refer to clause 10.15);
- (iv) customs and excise duties, levies, charges, imposts and the like; and
- (v) transport costs.

10.2 Vendor will give Purchaser reasonable notice of any increase in the prices quoted where the amount of such increase is, in Vendor's opinion, substantial. Upon receipt of such notice, Purchaser may terminate the Contract with Vendor without liability, provided that

Purchaser gives Vendor 5 business days' notice in writing of such termination and provided that it has first made payment to Vendor for any Goods and/or Services supplied by Vendor to Purchaser prior to such termination.

Tax and other excluded charges

10.3 Charges specifically excluded in any quotation shall be to Purchaser's account at cost.

10.4 Unless otherwise stated in writing in any quotation sales tax or any other tax, levy or the like imposed on either the sale, manufacture, dealing with, distribution, import or use of goods or measured by the selling price of goods or otherwise howsoever levied against or added to the price of goods shall in all cases be an excluded cost that shall be added to the price for payment by Purchaser.

10.5 Unless otherwise stated in writing in any quotation, customs duties, levies, taxes, (carbon) costs and the like imposed in respect of the Goods (but always excluding those taxes referred to in clause 10.3) applicable at the date of any quotation or such other date specifically referred to therein in respect of such matters will be added to the price and any variation thereto, for whatever reason, shall be to Purchaser's account at cost in accordance with clause 10.1 .

GST

10.6 GST means any tax, levy, charge or impost implemented under the A New Tax System (Goods and Services Tax) Act (the "GST Act") or any Act of the Parliament of the Commonwealth of Australia substantially in the form of, or which has a similar effect to, the GST Act.

10.7 The price shown in this Contract does not include GST.

10.8 If Vendor becomes liable to pay GST in respect of the sale or supply of the subject matter of this Contract, the price payable under this Contract will be increased so that after payment of the GST Vendor, the nett amount retained by Vendor is the same as before GST applied.

10.9 If Vendor becomes liable to pay GST, Vendor will notify Purchaser of the amount of GST to be paid and will provide Purchaser with the appropriate invoice including a reference to the applicable amount of GST.

10.10 Purchaser shall pay that invoice pursuant to the terms and conditions of this Contract.

Cost of Delay or Variation

10.11 Where work is delayed or varied by the act or omission of Purchaser or that of its agent, or any contractor for whom it is responsible, Vendor shall notify Purchaser of any additional costs which will be incurred as a result of such delay or variation, which additional costs shall be to the account of Purchaser. Purchaser shall not vary the Order by greater than 15% of the value of the Order.

10.12 Purchaser is entitled to make variations to the Order including an increase or reduction of scope of supply, character, quality, nature or design as well as change of delivery time, provided that such variations are within what the parties could reasonably expect when entering into the Contract and that the variation shall not be greater than 15% of the value of the original Order. The variation will be formalised by Vendor's issuance of a written variation order.

Costs of Complying with Regulations

10.13 If the costs to Vendor of performing its obligations under the Contract shall be varied by reason of the creation or amendment after the date of quotation of any law or of any order, regulation or by-law having the force of law or any applicable standard, the amount of such increase or decrease shall, as applicable be added to or deducted from the contract price AND even where such price is quoted as firm it is subject to adjustment for cost variations caused by such creation or amendment.

Cost

10.14 For the purpose of this Clause 10 the expression 'cost' is deemed to include overheads and interest paid by Vendor.

Exchange Rate Variation

10.15 Exchange rate variation payable shall be calculated at the rate of exchange actually paid by Vendor against the exchange rate in the quotation. If prices are expressed in different currencies and Purchaser seeks or requires payment in any different currency, Purchaser shall bear any foreign exchange risk arising from such payment.

11. PAYMENT

Payment Due

11.1 Unless otherwise agreed in writing by Vendor and Purchaser, payment shall be due as follows:

(i) as to 10% of the contract price, on lodgment with Vendor of Purchaser's Order;

(ii) subject to clause 11.1 (iv), within 14 days of receipt by Purchaser of Vendor's written periodic invoices, which invoices shall number four and shall be sent by Vendor to Purchaser at times which as near as may be practically possible divide the interval between the formation of a contract between Vendor and Purchaser and the scheduled completion of that contract into four equal periods, and which shall each amount to 20% of the contract price;

(iii) subject to clauses 11.1 (iv) and 11.2, as to the remaining 10% of the contract price, on delivery;

(iv) as to Goods delivered in accordance with clause 8.2 all monies outstanding in respect of such Goods shall be due and payable within 14 days of receipt by Purchaser of Vendor's invoice; and

(v) as to any additional costs incurred by Vendor for Purchaser's account in accordance with these terms, within 30 days of Purchaser's receipt of Vendor's invoice in respect of such costs.

Purchaser is not entitled to withhold payment or make any deduction from the contract price in respect of any set-off or counter claim.

11.2 Without limiting clause 8.6, if Goods are in whole or in part ready for delivery and if delivery of such Goods is delayed by reason of instructions given, or lack of instructions by Purchaser, then full payment of that part of the contract price outstanding shall be due and payable 14 days after notification by Vendor to Purchaser that such Goods are ready for delivery as though delivery had been completed in accordance with clause 8.1.

Delay or Default in Payment

11.3 Should Purchaser make default in respect of any payment due to Vendor then Vendor shall have the right, in addition to all other rights to which it is entitled at law, to:

(i) charge interest on the overdue amount at 3% above the rate charged to Vendor by its major banker for overdraft accommodation and calculated from the due date of payment to the actual date of full and final payment. Any payment subsequently made by Purchaser to Vendor shall be credited first against any interest so accrued;

(ii) suspend all deliveries or works and any contract period shall be extended by the period of the suspension; or

(iii) terminate the contract.

An election to apply any one of the above remedies shall not preclude Vendor from subsequently electing another of them.

11.4 If as a result of Purchaser's default in payment, a solicitor or debt collector is instructed by Vendor, Purchaser agrees to pay the solicitor or debt collector's fees and disbursements and charge to Vendor in full. Vendor shall be entitled at any time to assign to any other person all or any part of the debt owing to Vendor and notwithstanding any rule of common law or equity to the contrary, or the appointment of a liquidator, receiver and/or manager over Purchaser and the assets thereof, and the assignee thereof shall be entitled to claim full rights of set-off or counter-claim against Purchaser as charge holders or successors in respect of the debt or part thereof so assigned.

Security

11.5 Any security agreed to by Vendor will be given in the form of a bank guarantee issued by Vendor's bankers and will contain an expiry date not exceeding two years. Purchaser must return and release the security on expiry of the defects liability period specified in clause 12.5 (ii).

12 WARRANTY

12.1 In relation to any of Vendor's Goods or Services purchased by Purchaser costing up to AUD40,000, and otherwise in relation to any of Vendor's Goods or Services that are of a type normally used for personal, domestic or household purposes, such Goods and Services come with guarantees that cannot be excluded under the Australian Consumer Law. Purchaser is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. Purchaser is also entitled to have such Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.

12.2 Vendor warrants to Purchaser that Goods manufactured by Vendor, or its related companies and/or Services provided by Vendor, shall be free from defects due to faulty design, materials and workmanship (except as regards defects specifically drawn to Purchaser's attention, before any contract is formed between Vendor and Purchaser or, if Purchaser examines the Goods the subject of such contract before such contract is formed then except as regards defects which that examination ought to reveal). If the Contract is for the supply of consumer

goods, this warranty is provided in addition to other rights and remedies Purchaser is entitled to under the Australian Consumer Law and any other applicable law relating to the provision of the Goods and Services.

12.3 If it is proven to Vendor's reasonable satisfaction that Goods manufactured by Vendor or its related companies and/or Services provided by Vendor are not free from defects due to faulty design, materials and workmanship (except as revealed by examination as referred to in clause 12.2) then Vendor shall, at no cost and at its option, either:

- (i) repair such Goods;
- (ii) replace such Goods with the same or equivalent Goods at the point of delivery applicable to the contract under which such Goods were supplied to Purchaser by Vendor;
- (iii) re-perform the Services or payment of the cost of having the Services supplied again; or
- (iv) refund to Purchaser the contract price of such Goods and/or Services.

The warranty above does not extend to include Vendor's labour costs. Any removal, reinstallation and other consequential costs will be for Purchaser's account. Warranty cover for repaired/replaced items will expire on the same date as the warranty for the rest of the Goods and/or Services. When warranty repairs are required to be carried out at locations other than Vendor Service Centres, the cost for labour, travel, travel time and accommodation costs incurred by Vendor will be to Purchaser's account.

12.4 This warranty does not apply in respect of defects due to or arising from:

- (i) incorrect or negligent handling, disregard of operating and/or maintenance instructions, overloading, unsuitable operating conditions, defective civil or building work, lightning, accident, neglect, faulty erection (unless carried out by Vendor), acts of God, causes beyond Vendor's control or whilst unauthorised repairs or alterations have been carried out or non-compliance with Goods' power and grounding specifications;
- (ii) the use of goods of consumable nature; or
- (iii) fair wear and tear.

12.5 This warranty does not apply unless:

- (i) the Goods have been properly handled, located, used, maintained and stored;
- (ii) in respect of Goods, defects occur within 12 calendar months after the Goods have been delivered to Purchaser or, if delivery was delayed for reasons beyond Vendor's control then within 12 calendar months of deliveries or within 18 calendar months after Vendor first notified Purchaser that Vendor was ready to deliver the Goods (whichever period expires earlier);
- (iii) in respect of Services, defects occur within six calendar months after the Services have been performed;
- (iv) Vendor is notified in writing within seven days of the alleged defect first coming to the notice of Purchaser;
- (v) Purchaser returns the defective Goods to Vendor, or if necessary, at the sole discretion of Vendor, to the works where such Goods were manufactured or assembled, free of charge; and
- (vi) Purchaser has fulfilled all of its contractual obligations.

12.6 The parties agree that Purchaser shall not make a claim against Vendor and Vendor shall have no further liability for or in connection with the Goods and/or Services upon the expiry of two years from the date of the end of the defects liability period in clause 12.5(ii) and (iii), and claims made after that period will be time barred absolutely.

12.7 The benefit of this warranty is personal to Purchaser and is non-assignable without the prior written consent of Vendor.

12.8 The ABB Customer Support Centre can be contacted on: 1800 ABB Help (1800 222 435); or by email: contactcentre@au.abb.com

Exclusion of UN Convention

12.9 To the fullest extent permitted by law, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

13 LIABILITY AND INDEMNITY

13.1 Notwithstanding anything else contained in this Contract to the contrary, and except to the extent that this Contract applies to a consumer as defined in the Australian Consumer Law, Vendor shall not be liable (to the fullest extent permitted at law) whether by way of indemnity, guarantee, or by reason of any breach of contract, or of statutory duty or

by reason of tort (including but not limited to negligence) or any other legal principle or doctrine for:

- (i) any loss of profits, loss of production, loss of use, loss of data, loss of revenue or loss of contracts, loss of anticipated savings or for any financial or economic loss (whether direct or indirect) or for any consequential or indirect loss or damage whatsoever; or
- (ii) any other amount which in aggregate with any other liability (being any past, present or future liability) to which this clause applies, that exceeds the aggregate value of all payments of the contract price made under these terms (except in relation to a consumer contract, as defined in the Australian Consumer Law).

Otherwise, where it is permitted under Australian Consumer Law or otherwise at law to do so the remedies in clause 12.3 above will apply.

13.2 Purchaser indemnifies Vendor and Vendor's representatives (each an "indemnified party") against all loss, damage, costs and expenses suffered or incurred by an indemnified party as a result of any breach by Purchaser of this Contract or the Order; or any act or omission by Purchaser or Purchaser's representatives which, if done or omitted to be done by Purchaser, would constitute a material failure to comply with Purchaser's obligations under this Contract, with such debt arising from this indemnity to be immediately due and payable to Vendor on demand.

13.3 Purchaser acknowledges and agrees that such loss, damage, costs and expenses suffered or incurred by Vendor as referred to in clause 13.2 may be an insufficient remedy for any actual or threatened breach of this Contract/Order by Purchaser or any of Purchaser's representatives, and, without prejudice to any other rights and remedies otherwise available to Vendor, Purchaser agrees to the granting of equitable relief and remedies in favor of Vendor without proof of actual liquidated damage or equitable loss.

14 INTELLECTUAL PROPERTY RIGHTS

14.1 Except where such claims relate to Goods or parts thereof based on designs, drawings or instructions specified or provided by Purchaser, if any sustainable claim is made in relation to infringement or any Intellectual Property Rights, in respect of which publication occurs prior to the date of any quotation relating to Goods and/or Services the subject of such claim, and in respect of which quotation such Goods and/or Services were supplied by Vendor to Purchaser, Vendor will at its expense either replace or modify the part the subject of such infringement with a non-infringing part or procure for Purchaser the right to use such part provided that Vendor is given the full opportunity to conduct all negotiations in relation to such a claim AND PROVIDED THAT Vendor shall not incur any liability for losses arising from Purchaser's use or non-use of any infringing part.

14.2 Purchaser warrants that any designs, drawings or instructions furnished or given by it to Vendor shall not be such as to cause Vendor to infringe any Intellectual Property Rights, and Purchaser indemnifies Vendor and agrees to keep Vendor indemnified against any costs which may directly arise against or be incurred by Vendor by reason of any such infringement.

14.3 Ownership of Intellectual Property Rights (other than third party intellectual property rights) associated with the Contract Works and any documentation provided by Vendor pursuant to these terms is vested and shall remain vested in Vendor. Vendor grants Purchaser a royalty free, non-exclusive, non-transferable, perpetual (subject to compliance with the terms of the licence) licence to use all Intellectual Property Rights associated with the Contract Works and any documentation provided pursuant to these terms for the installation, use, support, repair, or maintenance of the Contract Works by or on behalf of Purchaser.

Firmware Licence

14.4 The Goods may include pre-installed or embedded software programming and/ or microcode (collectively "Firmware") which are Intellectual Property Rights owned by Vendor. Subject to Purchaser's compliance with this Contract, Vendor grants to Purchaser a non-exclusive, non-transferable licence to use such Firmware, and provides such licence at no additional charge, provided that Purchaser may only use Firmware together with the specific Goods with which the Firmware was licensed and provided to Purchaser. Purchaser may not: (a) copy any Firmware, (b) decompile, disassemble, decrypt, or reverse engineer the Firmware or attempt to derive the source code for any part of the Firmware, (c) encumber any right in the Firmware itself in favour of a third party, whether by agreement, operation of law, or otherwise, (d) remove from the Firmware or associated documentation any product identification or proprietary rights notices, (e) separately sell, lease, lend, or sublicense the Firmware or its related documentation to any third party, or otherwise commercially exploit any component of the Firmware, (f) modify or create

derivative works of the Firmware, or (g) publish or disclose to any third party the results of any benchmark tests or other evaluation run on the Firmware without the prior written consent of Vendor.

15. DEFAULT, BANKRUPTCY, LIQUIDATION

15.1 If Purchaser (a) defaults under this Contract, or:

- (i) being a person, dies or commits an act of bankruptcy;
- (ii) being a company, takes or shall have taken against it any action for the winding up of the company or the placing of the company under official management or receivership other than for purposes of reconstruction or has an execution levied against it;

then Vendor at its sole discretion and without prejudice to any other rights it may have under such contract or at law may give notice in writing to Purchaser and after 14 days from the date of such notice may, unless otherwise by law,

- (i) suspend or cancel such contract (including, without deferring manufacture or delivery of Goods) or require payments in cash before or on delivery of the Goods notwithstanding the agreed terms of payment;
- (ii) may cancel any undelivered or uncompleted Goods then outstanding under such contract;
- (iii) may take possession of the Goods or any part thereof and for the purpose thereof enter upon any premises where such Goods are stored or reasonably thought to be stored and dispose of them in its own interest without prejudice to any claim it may have for damages for any loss resulting from such disposal; and/or may retain any security or monies held paid by Purchaser in relation to such contract and apply such security or monies against assessed loss or damage incurred by it in relation to such default.

16. SERVICE OF NOTICES

For the purpose of service of any document or notice in connection with any quotation or contract it shall be sufficient for either party to forward such document or notice by first class surface mail if within Australia or first class air mail beyond Australia, with appropriate postage prepaid to the last known address of the other party and shall be deemed to have been received by the other party on the third business day (if within Australia) or on the tenth business day (if beyond Australia) following the date of posting. Everyday communications may be sent by electronic mail but those communications will not be construed to be notices for the purposes of this clause.

17. CODE OF CONDUCT/BUSINESS ETHICS

17.1 Purchaser warrants that it will not, directly or indirectly, and it has no knowledge that other persons connected with its business will, directly or indirectly, make any payment, gift or other commitment to any person including without limitation directors and employees of Vendor or any other party in a manner contrary to applicable laws (including but not limited to the U.S. Foreign Corrupt Practices Act and, where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials), policies or standards of conduct, for the purposes of obtaining or facilitating Purchaser's activities under this Contract.

17.2 Nothing in this Contract shall render Vendor liable to reimburse Purchaser for any such consideration given or promised.

17.3 Purchaser herewith acknowledges and confirms it has received a copy of Vendor's Code of Conduct or has been provided information on how to access the Code of Conduct online. Purchaser warrants to fully comply with such Code of Conduct.

17.4 Purchaser shall, at all times, comply with all relevant laws, regulations, ordinances and rules having the force of law. Purchaser represents and warrants that it is acquiring the Goods from ABB for its own use and not for resale or export, unless otherwise agreed in writing with Vendor.

17.5 Purchaser takes note that Vendor has established the following reporting channels where Purchaser may report suspected violations of applicable laws, policies or standards of conduct:

Web portal: www.abb.com/ethics

Telephone: 1800-961-476.

Mail: ABB Australia Pty Limited Legal & Integrity
Department, Bapaume Road, Moorebank NSW
2170, Australia

Trade Controls

17.6 The parties agree to comply with all applicable sanctions and export control laws in connection with this Contract. Sanctions and export control laws and regulations include any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any sanctions agency on or after the date of this Contract (collectively, "Trade Control Laws").

17.7 The parties confirm that they have not violated, shall not violate, and shall not cause the other party to violate, any applicable Trade Control Laws. Each party represents and warrants that, to the best of its knowledge, at the date of this Contract neither it, nor any of their respective directors or officers are a Restricted Person. Each party agrees that it shall promptly notify the other party if it becomes a Restricted Person. "Restricted Person" means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person).

17.8 If, as a result of Trade Control Laws issued or amended after the date of this Contract, (i) Purchaser or the end-user is/becomes a Restricted Person, or (ii) any necessary export license or authorization from a sanctions agency is not granted, the performance by Vendor or any of its affiliates becomes illegal or impracticable, Vendor shall be entitled to either immediately suspend the performance of the affected obligation under this Contract until such time as Vendor may lawfully discharge such obligation or unilaterally terminate this Contract in whole or in part. Vendor will not be liable to Purchaser for any costs, expenses or damages associated with such suspension or termination of this Contract.

17.9 The parties undertake to obtain all the necessary licenses and/or permits from the competent authorities for the import or export, re-export, or in-country transfer of Goods and Services. Goods and software, and the "direct product" thereof, that originate from the United States are subject to the U.S. Export Administration Regulations ("EAR") and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations of the competent US authorities. At Vendor's request, Purchaser shall provide to Vendor a letter of assurance and end-user statement in a form reasonably satisfactory to Vendor.

17.10 Purchaser represents and warrants that the Goods and Services are for civil use only. Purchaser further represents that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from Vendor to any Restricted Person, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by Vendor including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by Vendor at any time).

17.11 If Purchaser infringes any obligations in clauses 17.6 to 17.12 (Trade Controls) in connection with this Contract, Purchaser must immediately notify Vendor. Failure to comply with clauses 17.6 to 17.12 (Trade Controls) shall be considered a material breach, and Vendor shall have the right to unilaterally terminate this Contract with immediate effect. Such termination would be without prejudice to all rights of recourse which could be exercised by Vendor, and Vendor shall not be liable to Purchaser for any claim, losses or damages whatsoever related to its decision to terminate performance under this clause. Further, Purchaser shall indemnify Vendor for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination of this Contract. Vendor may report such violations to relevant authorities as required by applicable Trade Control Laws.

17.12 For the avoidance of doubt, no provision in this Contract shall be interpreted or applied in a way that would require any party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.

18. DISPUTE RESOLUTION

18.1 If there is a dispute between the parties arising out of, or in connection with, this Contract, neither of the parties is to commence any proceedings relating to that dispute until the following procedure has been complied with:

- (i) the party claiming a dispute has arisen must give written notice to the other party specifying the nature of the dispute (Dispute Notice) which:
 - (1) states that it is a Dispute Notice under this clause;
 - (2) identifies the dispute; and
 - (3) states the alleged relevant facts that are relied on;
- (ii) Within 5 Business Days of a Dispute Notice being received by a party, a senior representative (such as the CEO) of each party must meet and will endeavor, in good faith, to:
 - (1) resolve the whole of the dispute or as much of the dispute as possible; and
 - (2) to the extent the dispute is not wholly resolved, decide what process will be used to resolve the dispute or the remaining matters that are not agreed.

18.2 Any agreement reached at a meeting pursuant to this clause 18 must be in writing and signed by both parties.

18.3 If a dispute has not been resolved within 30 Business Days after the relevant Notice of Dispute was given, then either party may (subject to any agreement to the contrary) issue proceedings to have the dispute determined, whether or not any negotiation process has commenced or concluded.

18.4 A party seeking urgent interlocutory relief may, by notice to the other party, elect not to comply with the provisions of this clause, but only to the extent of the relief sought, and only for the period required to dispose of the application for interlocutory relief.

18.5 Pending resolution of the dispute, this Contract will remain in full effect without prejudicing the parties' respective rights and remedies.

19. GENERAL

19.1 Severance

If any provision of this Contract is declared by a judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, or indications to that effect are received by either of the parties from any competent authority, that provision will be severed from this Contract and the remaining provisions of this Contract will remain in full force and effect unless Vendor decides that the effect of such severance is to defeat the original intention of the parties in which event Vendor will, to the extent permitted by law, be entitled to terminate this Contract by 30 days' notice to Purchaser.

19.2 Whole Agreement

Without limiting clause 4.1 and to the extent permitted by law, each party acknowledges that this Contract contains the whole agreement between the parties in relation to the subject matter of their dealings and it has not relied upon any oral or written representation made to it by the other party, or its employees or distributors, and has made its own independent investigations into all matters relevant to the subject matter of their dealings.

19.3 Supersedes prior Agreement

This Contract supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the Commencement Date but without prejudice to any rights which have already accrued to either of the parties.

19.4 Change of Address

Each of the parties will give notice to the other of the change or acquisition of any postal or email address or telephone, fax or similar number at the earliest possible opportunity but in any event within forty-eight (48) hours of such change or acquisition.

19.5 Interpretation

- (i) Headings contained in this Contract are for reference purposes only and will not be deemed to be any indication of the meaning of the clauses to which they relate.
- (ii) In this Contract, the singular includes the plural and vice versa, and each gender includes every other gender.

19.6 Warranties by the Parties

- (i) Each of the parties warrants that it has the power to enter into this Contract and has obtained all necessary resolutions and approvals to do so.

- (ii) Purchaser warrants that:

- (1) when entering into this Contract, it is not acting as the agent of any other person, company or other organization; and
- (2) the Goods will not be used by Purchaser for personal, domestic or household purposes.

19.7 No Partnership

The parties are not partners or joint venturers.

19.8 Vendor's Right to Assign

This Contract and all rights under it may be assigned or transferred by Vendor. Purchaser may not assign or otherwise transfer its rights without the prior written consent of Vendor.

19.9 Proper Law and Jurisdiction

These terms and conditions are governed by and construed with reference to the laws for the time being in force in the State of New South Wales, Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of New South Wales, Australia, and of any courts that have jurisdiction to hear appeals from any of those courts, and waives any right to object to any proceedings being brought in those courts.

19.10 Rights Cumulative

All rights granted to Vendor are cumulative and no exercise by either of the parties of any right under this Contract will restrict or prejudice the exercise of any other right granted by this Contract or otherwise available to Vendor.

19.11 Waiver

The failure by Vendor to enforce at any time or for any period any one or more of the terms or conditions of this Contract is not a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract.

19.12 Costs

Each of the parties will pay the costs and expenses incurred by it in connection with this Contract.

19.13 Termination

- (i) Vendor may terminate this Contract or the Order at its convenience without any form of remedy (liquidated or equitable) being available to Purchaser.
- (ii) Purchaser may not terminate this Contract and/or cancel an order related to this Contract – doing so, for the avoidance of doubt, constitutes a breach of contract on the part of Purchaser.

ADDITIONAL CLAUSES IF VENDOR IS RESPONSIBLE FOR ERECTION/INSTALLATION

E1 ACCESS TO AND POSSESSION OF THE SITE

Purchaser will provide timely and suitable access to and possession of the Site for such periods as is reasonably required to perform the Contract Works, proper foundations to receive the Goods as and when delivered, adequate craneage, lifting tackle and scaffolding and suitable protection for the plant from time of delivery until the time of Taking Over in accordance with clause E5.

E2 SITE FACILITIES

Purchaser will be responsible for providing and maintaining proper fencing, lighting, guarding and watching of all the Contract Works comprised in the Contract Works until Taken Over and the proper provision during a like period of temporary roadways, footways, guards and fences as far as they may be necessary by reason of the Contract Works for the accommodation and protection of the owners and occupiers of adjacent property, public and others.

Purchaser will provide without cost to Vendor such supplies of electricity, water and gas as may be necessary for the purposes of the Contract Works on Site.

E3 INSURANCE OF PLANT DURING ERECTION/INSTALLATION

Unless Vendor otherwise agrees, Vendor will insure Contract Works and keep each part thereof insured for its full value against damage or destruction by fire, explosion, lightning, earthquake, theft, storm, tempest, impact and aircraft damage from the date of dispatch in accordance with the Contract or the date on which it becomes Purchaser's property, whichever is the earlier until it is Taken Over or deemed Taken Over by Purchaser in accordance with Clause E5 and shall from time to time, when so required by Purchaser, produce proof of insurance cover in the form of a certificate of currency. All monies received under any such policy shall be applied in or towards (in order of precedence):

- (i) replacement or repair of Contract Works lost, damaged or destroyed;
- (ii) reimbursement to Vendor of its costs, liabilities, expenses and accounts in relation to such replacement or repair work; and
- (iii) the remainder (if any) shall be paid to Vendor,

but this provision shall not affect liabilities or obligations under this Contract.

E4 TESTS ON SITE

Where the Contract requires Vendor to carry out tests on Site, Purchaser will provide when requested, free of charge, such labour, materials, electricity, gas, fuel, water, stores, apparatus, instruments or other items as may be required from time to time and as may be reasonably demanded to carry out such tests of the plant or workmanship in accordance with this Contract. Site tests shall be carried out within one month after completion of erection. Vendor will give Purchaser 24 hours' notice of the date on which tests will be carried out. If Purchaser fails to attend on that date, unless otherwise arranged, Vendor will proceed with the tests which shall be deemed to have taken place in Purchaser's presence such that the outcome of the test will be deemed to be accepted by Purchaser.

Where the results of such tests do not fall within any specified guarantees, Vendor reserves the right to repeat the tests within 14 days after the date when Contract Works are ready for retest.

E5 TIME OF TAKING OVER

Contract Works shall be deemed to have been taken over by Purchaser when erection/installation has been completed or on completion of tests on Site under clause E4 when these are included or one month after Contract Works have been put into commercial use (whichever may be the earlier). Provided that in any case Contract Works shall be deemed to have been taken over at the expiration of two calendar months after Vendor gives Purchaser written notice that erection/installation is complete.

The time of taking over shall not be delayed on account of additions, minor omissions, or defects, which do not materially affect the commercial use of Contract Works.

E6 EXTRA COSTS

Any agreement by Vendor to undertake Contract Works is based on the assumption that all civil work or other preparatory work for which Purchaser is responsible has been completed and that the installation can be carried out with continuity during normal working hours. Should Vendor incur extra costs or other expenses including reasonable overheads because of interruptions, delays, overtime, unusual hours, mistakes, or work for which Vendor is not responsible under this Contract, such extra cost, expense or reasonable overhead will be added to the price to be paid to Vendor by Purchaser, it being agreed, however, that overtime or unusual hours shall not be worked except with the prior arrangement of Purchaser's representative. Cost will have the same meaning as set out in clause 10.14.

E7 TIME OF COMPLETION

For contracts including erection, the delivery date shall include the addition of the period of time set out in the Contract for erection or any agreed extension thereof.

E8 APPROVALS BY AUTHORITIES

Purchaser shall obtain all such permits, consents or approvals as required by law for on in connection with the execution of the Contract Works and pay all associated fees.
