

BION SYSTEMS PTY LTD
ACN 106 328 732

TERMS & CONDITIONS

BION SYSTEMS PTY LTD

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1. Definitions

Background IP means Intellectual Property of the Supplier which is or was in existence or which is subsequently developed by the Supplier independently of and for purposes unconnected with this Agreement.

Claims means all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise).

Confidential Information includes any information marked as confidential and any information received or developed by the Supplier which is not publicly available and relates to the Supplier's processes, equipment and techniques used by the Customer in the course of the Customer's business. This includes all information, data, drawings, specifications, documentation, source or object code, designs, construction, workings, functions, features and performance notes, techniques, concepts not reduced to material form, agreements with third parties, schematics and proposals and intentions, technical data and marketing information such as customer lists, financial information and business plans.

Consumer Guarantee means a guarantee applicable to the supply of Equipment or services which is incorporated into any sales or servicing agreement entered into between the Supplier and Customer pursuant to Part 3-2, Division 1 of the Australian Consumer Law.

Contract IP means Intellectual Property created by the Supplier in the course of performing its obligations under any sales or servicing agreement between the Supplier and the Customer.

Customer means the purchasing entity of the Equipment.

Equipment means the Equipment to be supplied by the Supplier pursuant to any sales or servicing agreement entered into between the Supplier and Customer.

Price means an amount or rates payable to the Supplier by the Customer as set out in any schedule to a sales or servicing agreement entered into between the Supplier and Customer.

Force Majeure Event means any occurrence or omission as a direct or indirect result of which the Party relying on it is prevented from or delayed in performing any of its obligations under any sales or servicing agreement entered into between the Supplier and Customer and which is beyond the reasonable control of that Party and could not have been prevented or mitigated by reasonable diligence or precautionary measures, including forces of nature, natural disasters, acts of terrorism, riots, revolution, strikes, civil commotion, epidemic, industrial action and action or inaction by a government agency.

GST Law means the same as in the A New Tax System (Equipment and Services Tax) Act 1999 (Cth).

Intellectual Property Rights means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trademarks, designs, patents, circuit layouts, software, business and domain names, inventions, AI or Generative AI and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields.

Licence means the licence of software granted pursuant to any sales or servicing agreement entered into between the Supplier and Customer.

Licence Fee means the amount specified in the schedule of any sales or servicing agreement entered into between the Supplier and Customer.

Location means the place at which the Equipment is located as specified in the schedule any sales or servicing agreement entered into between the Supplier and Customer.

Losses means all losses including financial losses, damages, legal costs and other expenses of any nature whatsoever.

Modern Slavery means conduct which would constitute:

- (a) an offence under division 270 or 271 of the Criminal Code (located in the Schedule of the Criminal Code Act 1995 (Cth));
- (b) an offence under either of those divisions if the conduct took place in Australia;
- (c) an offence against any other applicable Commonwealth or state legislation relating to modern slavery;
- (d) trafficking in persons, as defined in article 3 of the Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children, supplementing the United Nations Convention against Transnational Organised Crime; or

- (e) the worst forms of child labour, as defined in article 3 of the ILO Convention (No. 182) concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour.

Moral Right means:

- (a) a right of attribution of authorship;
- (b) a right not to have authorship falsely attributed;
- (c) a right of integrity of authorship; or
- (d) a right of a similar nature, which is conferred by statute, and which exists or comes to exist anywhere in the world in a deliverable form comprised within this agreement.

New Release/s means software which has been provided primarily to implement an extension, alteration, improvement or additional functionality to the Software.

Owner's Manual means the operational manual provided by the Supplier to the Customer on sale of the Equipment.

Parties means the Supplier and the Customer, and **Party** means either one of them, to any sales or servicing agreement for the purchase and servicing of the Equipment entered into between the Supplier and Customer.

Personal Information has the meaning as defined in any applicable Privacy Law.

Privacy Law means any legislation or administrative requirement (as amended from time to time) imposing an obligation in relation to the collection, use, disclosure, storage and transmission of Personal Information which is applicable to a Party in the performance of its obligations under this Agreement, including without limitation any codes, principles or guidelines contained in or arising out of such legislation.

Sale Agreement means an agreement to purchase the Equipment by the Customer from the Supplier.

Service Agreement means an agreement entered into between the Supplier and the Customer for ongoing servicing on the Equipment.

Software means the computer program and related documentation required to operate the Equipment.

Supplier Bion Systems Pty Ltd or any affiliated or subsequent business entity providing the Equipment for sale.

2. General

To the extent of any inconsistency between these terms and conditions and any sales or servicing agreement entered into between the Supplier and Customer, the latter will prevail and these terms and conditions are subject to any variations provided for in any such sales or servicing agreements.

3. Supplier's Quotations & Acceptance of Orders

Unless previously withdrawn, Supplier's quotations are open for acceptance within the period stated in them or, when no period is so stated, within 28 days only after its date. The Supplier reserves the right to refuse any order based on this quotation within 3 days after the receipt of the order. Any order not declined under this clause binds the Supplier.

4. Packing & Delivery

The cost of any special packing, packing materials used in relation to the Equipment and delivery charges are at the Customer's expense, even if that cost has been omitted from any quotation.

5. Shortage

The Customer waives any claim for shortage of any Equipment delivered if a claim in respect for short delivery has not been lodged with the Supplier within 14 days from the date of receipt of Equipment by the Customer.

6. Placement of orders

- (a) The Customer must order Equipment from the Supplier in writing.
- (b) Each order must specify:
 - (i) the date of the placement of the order;
 - (ii) the quantity and description of the Equipment ordered; and
 - (iii) a preferred delivery date for the Equipment, which is at least 30 days from the date of the placement of the order as set out in a schedule to any sales or servicing

agreement entered into between the Supplier and Customer or as agreed by the Parties from time to time.

7. Performance

Any performance figures given by the Supplier are estimates only. The Supplier is under no liability for damages for failure of the Equipment to attain such figures unless specifically guaranteed in writing. Any such written guarantees are subject to the recognised tolerances applicable to such figures.

8. Delivery

- (a) The delivery times made known to the Customer are estimates only and the Supplier is not liable for late delivery or non-delivery.
- (b) The Supplier will not be liable for any loss, damage or delay occasioned to the Customer or its customers arising from late or non-delivery or late installation of the Equipment.
- (c) The Supplier may at its option deliver the Equipment to the Customer in any number of instalments unless there is an endorsement overleaf to the effect that the Customer will not take delivery by instalments.
- (d) If the Supplier delivers any of the Equipment by instalments, and any one of those instalments is defective for any reason:
 - (i) this does not constitute a repudiation of the contract of sale formed by these conditions; and
 - (ii) the defective instalment is a severable breach that gives rise only to a claim for compensation.

9. Payment

- (a) In consideration of the provision of the Equipment in accordance with any sales or servicing agreement entered into between the Supplier and Customer, the Customer will pay the Price, plus GST and the Supplier's disbursements, for the Equipment to the Supplier in accordance with the terms under this clause and if any inconsistency arises between these terms and any sales or servicing agreement entered into between the Supplier and Customer, the latter shall prevail.
- (b) The Customer acknowledges that the Price is exclusive of any GST that may be charged by the Supplier to the Customer, and therefore, the Supplier will be entitled to add on GST.
- (c) Where the Supplier's charges are based on an hourly rate, any time spent which is less than an hour is charged on a pro-rated basis.
- (d) The Supplier is permitted to charge for all costs and expenses incurred in provision of Equipment to the Customer, such as travelling, photocopying, courier services and postage.
- (e) Payments are to be made by electronic funds transfer and without deduction, prior to shipping the Equipment, unless otherwise agreed.
- (f) The Supplier will provide the Customer with a tax invoice in accordance with the GST Law in relation to the payable under this clause 5.
- (g) When making a payment, the Customer must quote relevant reference numbers and the invoice number.
- (h) The Customer must pay interest on any outstanding amount not paid by Payment Due Date. Interest will be calculated on the basis of the Bendigo Bank Business Indicator Rate as published from time to time plus 2%. Interest will accrue daily from the Payment Due Date until the outstanding amount is paid in full.
- (i) If the Customer disputes the whole or any portion of the amount claimed in an invoice submitted by the Supplier, the Customer must:
 - (i) pay the portion of the amount stated in the invoice which is not in dispute in accordance with the terms of payment set out in any sales or servicing agreement entered into between the Supplier and Customer;
 - (ii) notify the Supplier in writing within 5 days of receipt of the invoice of the reasons for disputing the remainder of the invoice; and
 - (iii) unless such lesser payment made by the Customer is accepted in writing by the Supplier then balance of the

outstanding invoice will remain payable by the Customer.

10. Passing of title

- (a) Title to the Equipment free of encumbrances and all other adverse interests will pass to the Customer on the date of this agreement.
- (b) Title to the Equipment excludes any software contained within the Equipment which is subject to a Software Licence between the Supplier and the Customer.

11. Rights in relation to Equipment

- (a) The Supplier reserves the following rights in relation to the Equipment until all accounts owed by the Customer to the Supplier are fully paid:
 - (i) to ownership of the Equipment, excluding software in the Equipment which is subject to a software licence agreement provided for in any sales or servicing agreement entered into between the Supplier and Customer;
 - (ii) to enter the Customer's premises (or the premises of any associated company or agent where the Equipment are located) without liability for trespass or any resulting damage and retake possession of the Equipment; and
 - (iii) subject to, and in accordance with, the Personal Property Securities Act 2009 (Cth) (**PPSA**), to keep or resell any Equipment repossessed pursuant to clause 7(a)(ii) above.
- (b) If the Customer resells the Equipment or products manufactured using the Equipment pursuant to a prior entered into reseller agreement between the Supplier and Customer, the Customer must hold part of the proceeds of any such sale, as represents the invoice price of the Equipment sold or used in the manufacture of the Equipment sold, in a separate identifiable account as the beneficial property of the Supplier. The Customer must pay this amount to the Supplier upon request. Despite these provisions, the Supplier is entitled to maintain an action against.
- (c) Prior to title in the Equipment passing to the Customer under the terms of this agreement, the Customer agrees that:
 - (i) the Customer has no right or claim to any interest in the Equipment to secure any liquidated or unliquidated debt or obligation the Supplier owes to the Customer;
 - (ii) the Customer cannot claim any lien over the Equipment;
 - (iii) the Customer will not create any absolute or defeasible interest in the Equipment in relation to any third party except as may be authorised by the Supplier; and
 - (iv) where the Customer is in actual or constructive possession of the Equipment:
 - (1) the Customer will not deliver them or any document of title to the Equipment to any person except as directed by the Supplier; and
 - (2) it is in possession of the Equipment as a bailee of those Equipment and owes the Supplier the duties and liabilities of a bailee.
- (d) In connection with the Equipment, the Supplier states to the Customer that:
 - (i) the Supplier has the right to supply the Equipment to the Customer;
 - (ii) the activities of the Customer in supplying the Equipment do not infringe the rights of the owner of the Equipment (where the Supplier is not the owner of the Equipment); and
 - (iii) if the Equipment is not owned by the Supplier, the Supplier is authorised to supply the Equipment to the Customer.
- (e) The Supplier and the Customer agree that:
 - (i) the property of the Supplier in the Equipment remains with the Supplier until the Supplier has been paid in full for the Equipment under all individual contracts for the supply of the Equipment;
 - (ii) the Customer is a bailee of the Equipment until property in them passes to the Customer and this bailment continues in relation to each of the Equipment until the price of the Equipment has been paid in full; and

- (iii) pending payment in full for the Equipment, the Customer:
 - (1) must not supply any of the Equipment to any person outside of its ordinary or usual course of business;
 - (2) must insure the Equipment for their full insurable or replacement value (whichever is the higher) with an insurer licensed or authorised to conduct the business of insurance in the place where the Customer carries on business; and
 - (3) must not remove, deface or obliterate any identifying plate, mark or number on any of the Equipment.
- (f) If the Customer supplies any of the Equipment to any person before all moneys payable by the Customer have been paid to the Supplier, the Customer agrees that:
 - (i) it holds the proceeds of re-supply of the Equipment on trust for and as agent for the Supplier immediately when they are receivable or are received;
 - (ii) it must either pay the amount of the proceeds of re-supply to the Supplier immediately when they are received, or pay those proceeds into an account with a bank or a financial institution or deposit-taking institution as trustee for the Supplier;
 - (iii) any accessory or item which accedes to any of the Equipment by an act of the Customer, or of any person at the direction or request of the Customer, becomes and remains the property of the Supplier until the Supplier is paid in accordance with paragraph 8(e)(i); and
 - (iv) if the Customer fails to pay for the Equipment within the period of credit (if any) extended by the Supplier to the Customer, subject to, and in accordance with, the PPSA, the Supplier may recover possession of the Equipment at any site owned, possessed or controlled by the Customer and the Customer agrees that the Supplier has an irrevocable licence to do so.

12. Passing of risk

Risk in each order passes to the Customer upon delivery of that order to the Customer or collection of that order by the Customer's agent or courier as the case may be.

13. Personal Property Securities Act 2009 (Cth) (PPSA)

- (a) Any sales or servicing agreement entered into between the Supplier and Customer is a security agreement.
- (b) The interest of the Supplier in the Equipment and all proceeds from the sale of the Equipment by the Customer to a third party is a security interest.
- (c) The interest of the Supplier in the software subject of the Software Licence is a security interest.
- (d) The Customer consents to the Supplier registering its security interests on the Personal Property Securities Register and agrees to provide all assistance reasonably required by the Supplier to facilitate registration.
- (e) Until title in the Equipment has passed to the Customer pursuant to terms in any sales or servicing agreement entered into between the Supplier and Customer, the Customer must not in any way assign, charge, lease or otherwise deal with the Equipment in such a manner as to create a security interest over the Equipment in favour of the Customer or any third party. This however will not prohibit the Customer from selling the Equipment in the ordinary course of business pursuant to any reseller agreement entered into between the Supplier and Customer.
- (f) The Customer waives its rights to receive any notice under the PPSA (including notice of verification statement) unless the notice is required by that Act and cannot be excluded.
- (g) The Supplier and the Customer agree that this agreement and all related information and documents are confidential ('Confidential Information') and will not be disclosed to unauthorised representatives or third parties, except to the extent disclosure is permitted by this agreement or required by law. The Supplier and the Customer agree that the Supplier will not disclose the Confidential Information pursuant to a request under section 275(1) of the PPSA.
- (h) Unless the Equipment are used predominantly for personal, domestic or household purposes, the Supplier and the

Customer agree that each of the following requirements or rights under the PPSA does not apply to the enforcement of the Supplier's security interest in the Equipment or of this agreement:

- (i) any requirement for the Supplier to give the Customer a notice of removal of accession;
 - (ii) any requirement for the Supplier to give the Customer a notice of the Supplier's proposed disposal of the Equipment;
 - (iii) any requirement for the Supplier to include in a statement of account, after disposal of the Equipment, the details of any amounts paid to other secured parties;
 - (iv) any requirement for the Supplier to give the Customer a statement of account if the Supplier does not dispose of the Equipment;
 - (v) any right the Customer has to redeem the Equipment before the Supplier exercises a right of disposal; and
 - (vi) any right the Customer has to reinstate this agreement before the Supplier exercises a right of disposal of the Equipment.
- (i) Expressions defined in the PPSA have the same meaning when used in this agreement.

14. Term

The term of any sales or service agreement entered into between the Supplier and Customer commences on the date it is made and ends when terminated in accordance with any express right of termination set out in such agreement.

15. Software Licence

- (a) Upon entering into a sales or servicing agreement between the Supplier and Customer, the Supplier grants a non-transferrable, non-exclusive licence to the Customer to use the Software under the terms of such agreement.
- (b) Subject to the terms of a sales or servicing agreement between the Supplier and Customer, the Software Licence will continue until terminated in accordance with such agreement.
- (c) The Supplier warrants that it has the authority to grant the Licence.
- (d) The Licence will be non-transferable and non-exclusive to the Customer.
- (e) The Software must only be used on the Equipment, unless the consent of the Supplier is obtained to use the Software on alternative equipment.
- (f) The Supplier is not required to provide updates or New Releases. For the avoidance of doubt, the provision of upgrades or New Releases will be the subject of a separate service agreement between the Supplier and the Customer.
- (g) The Customer will not create or permit to exist a security interest over the Software or documentation or in any modifications to, or enhancements, updates or New Releases of, the Software or documentation. For the purposes of the foregoing, "security interest" means a security interest that is subject to the Personal Property Securities Act 2009 (Cth) or any other mortgage, pledge, lien, charge or other arrangement of any kind which in substance secures the payment of money or the performance of any obligation, or that gives a creditor priority over unsecured creditors.
- (h) The Supplier retains ownership of the Software whether in its original form or as modified by the Customer during the term of the Licence.
- (i) All Intellectual Property Rights in the Software are retained by the Supplier.
- (j) Nothing in this agreement affects the ownership of Moral Rights in the Software.
- (k) Except as expressly permitted by part 3 division 4A of the Copyright Act, the Customer must not reverse assemble or reverse compile the Software or any part of the Software.
- (l) The Customer will be responsible for protecting the Software at all times from unauthorised access, use or damage.

16. Warranties, liabilities and indemnities

- (a) The Supplier warrants that the Equipment is free from defects in workmanship and materials for a period of one (1) year from the date of purchase.
- (b) Subject to clause (c), if the Equipment fails to operate for any reason within the warranty period and the Equipment is returned to the Supplier at the Customer's expense, the Supplier will repair or replace the unit free of charge.
- (c) The warranty referred to in clause 12.1(a) is subject to the following conditions:
 - (i) The warranty is applicable only to Ionisation equipment manufactured from 1 February 2005.
 - (ii) The Customer shall enter into a sales agreement with the Supplier and contemporaneously into a servicing agreement with the Supplier for servicing of the Equipment and the Customer must not decline servicing of the Equipment in accordance with the terms of the service agreement.
 - (iii) The Equipment must be installed in accordance with the installation instructions, as supplied with the equipment, and in accordance with all relevant statutory and local requirements of the State in which the Equipment is installed.
 - (iv) Where a failed component of the Equipment is replaced under warranty, the balance of the original warranty period will remain effective. The replaced part does not carry a new warranty.
 - (v) The Equipment must be returned to the Supplier with proof of purchase.
 - (vi) Where the Equipment is installed outside the boundaries of a metropolitan area as defined by the Supplier or further than 45 km from a regional Supplier branch office, or an accredited service agent of the Supplier, the cost of transport, insurance and travelling costs between the nearest Supplier accredited service agent's premises and the installed site shall be the Customer's responsibility.
 - (vii) The warranty only applies to the Equipment and original or genuine component replacement parts and therefore does not cover any plumbing or electrical parts supplied by the installer and not an integral part of the equipment, e.g. pressure limiting valves, isolation valves, non-return valves, electrical switches, pumps or fuses.
 - (viii) The Equipment must be sized to suit the installation in accordance with the guidelines in the Supplier's Owner's Manual and other literature.
 - (ix) The Equipment must not have had its serial number removed, defaced or changed, its casing open, its power cord altered, nor have been tampered with in any other way.
 - (x) This guarantee is not transferable and no claim under this warranty will be recognised where such claim is made by persons other than the original purchaser.
- (d) Repair of any Equipment which is found to be faulty due to abuse, misuse or improper installation is at the Supplier's discretion and the Customer will be charged at the Supplier's current hourly rate for any such repairs.

17. Warranty exclusions

The warranty under the above shall not apply in any of the following circumstances:

- (a) Claims under this guarantee will not be recognised where the damage or breakdown is caused by fair wear and tear, negligence, tampering or tamper evident marking or interfering with the Equipment, misuse, improper installation, connection to the wrong voltage, accidental damage to the Equipment or any component, relocation of the equipment to another premises, inappropriate chemicals or additives in the water, inadequate protection against freezing, rain or other adverse conditions or any other abuse or misuse.
- (b) Non-genuine consumables, options or accessories are used in connection with the Equipment.
- (c) The Equipment is repaired, altered or services in any way by any person or agencies other than the Supplier or any agent of the Supplier.

- (d) Where the Supplier finds nothing wrong with the Equipment; where the complaint is related to excessive water pressure; where there is faulty plumbing, where water leaks are related to plumbing and not the equipment components including the hydraulic section; where there is a failure of electricity or water supplies; where the supply of electricity or water does not comply with relevant codes or acts.
- (e) Where the Equipment or Equipment component has failed entirely or indirectly as a result of: excessive temperature and/or thermal input; corrosive atmosphere or fluids; incorrect chemical balance; ice formation in the pipe work to or from the equipment; ice formation in the waterways of the equipment.
- (f) Repairs to the equipment are due to scale formation in the waterways when the equipment has been connected to an unsuitable water supply as outlined in the Supplier's Owner's Manual.
- (g) The Supplier shall not be liable for any loss of profits, consequential, indirect or special loss, damage or injury of any kind whatsoever suffered by the Customer arising directly or indirectly from the Equipment or any defect and the Customer shall indemnify Supplier against any claim arising by any other person whatsoever in respect of any such loss, damage or injury.
- (h) The Supplier will not be responsible for damage to or loss of the Equipment caused during shipping.
- (i) Apart from any consumer guarantees under chapter 3, part 3-2, division 1 of the Australian Consumer Law or part 8 of the Sale of Equipment Act 1923 (NSW) (or both), all other warranties express or implied and whether arising by virtue of statute or otherwise are excluded.
- (j) Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement. Any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.
- (k) The obligations accepted by the Supplier and the Customer under clause 12 survive termination or expiry of this Agreement.

18. General exclusions

- (a) The Supplier cannot be held responsible for any failure, damage or shortcomings of the Equipment due to the client failing to act upon recommendations as made by the Supplier.
- (b) Quoted delivery times are subject to materials availability at time of order. The Supplier will not be held responsible for any delays in delivery of Equipment to the Customer due to the inability of its suppliers to provide materials, Equipment or services to it.
- (c) Ionisation equipment is tested at the Supplier's factory to ensure operation within legal requirements as to metals output of the Equipment. The Supplier disclaims responsibility for any lack of continuity of metals concentrations due to the client pipe work or water chemistry. This includes situations such as metal losses due to dilution or high metal concentration due to corrosion.
- (d) The Supplier does not guarantee the performance of the Equipment if it is used outside of its intended purpose or original design specification. The Supplier does not accept claims by the Customer against its costs where such claims include any chemical, mechanical, galvanic or other corrosive/erosive activities not divulged at time of initial request for quotation.
- (e) The Supplier will not accept a Customer's claim under any guarantee if the Equipment is used in a manner contrary to which its specifications. The Supplier is not responsible for any errors made by the Customer installing the Equipment in a faulty manner. The Supplier takes no responsibility for faulty pipe work, lack of maintenance, faulty operation of the Equipment, unauthorised modification of the Equipment or fitting of non-approved or incorrect parts to the Equipment.
- (f) The Customer may not assign any sales or servicing agreement entered into between the Supplier and the Customer without first obtaining the written consent of the

Supplier. The Supplier may subcontract any parts of the work in undertakes in the supply of any repairs under clause without obtaining the Customer's consent to do so. However, the Supplier is not relieved from performing the terms of such agreement even if any portion of the work is sub-contracted.

19. Termination

Either Party may terminate any sales or servicing agreement entered into between the Supplier and the Customer according to the terms contained therein.

20. Disclosure and ownership of Intellectual Property

- (a) Nothing in any sales or servicing agreement entered into between the Supplier and the Customer transfers or grants to any party any right, title or interest in or to any Intellectual Property in any Background IP. The Supplier will grant under any sales or servicing agreement entered into between the Supplier and the Customer a worldwide, royalty free, perpetual, irrevocable, transferable, non-exclusive licence to use the Background IP to the extent necessary for the Customer to derive full benefit from its acquisition of the Deliverables.
- (b) Subject to the terms of any sales or servicing agreement entered into between the Supplier and the Customer, the Supplier will indemnify the Customer fully against all liabilities, costs and expenses which the Customer may incur if the Contract IP or Background IP infringes the rights of a third party, save that the Supplier will have no indemnity obligation if any infringement, suspected infringement or alleged infringement of the Contract IP or Background IP arises from:
 - (i) use of the Equipment, Contract IP or Background IP in combination by any means and in any form with other Equipment not specifically approved by the Supplier;
 - (ii) use of the Deliverables in a manner or for a purpose not reasonably contemplated or not authorised by the Supplier;
 - (iii) modification or alteration of the Equipment, Contract IP or Background IP without prior consent in writing of the Supplier; or
 - (iv) any transaction entered into by the Supplier relating to the Equipment, Contract IP or Background IP without the Supplier's prior consent in writing.
- (c) The obligations as to disclosure and ownership of the Supplier's Intellectual Property shall survive termination or expiry of any sales or servicing agreement entered into by the Supplier and Customer.

21. Confidentiality

The Supplier and the Customer must keep the terms of any sales or servicing agreement entered into between the Supplier and the Customer confidential, save for any necessary disclosure to their respective legal and financial advisers.

- (a) Parties which receives Confidential Information (Recipient) from the other Party (Discloser) must keep the Discloser's Confidential Information confidential and not deal with it in any way that might prejudice its confidentiality.
- (b) The Recipient's obligations in relation to the Confidential Information will continue for as long as the Confidential Information is maintained on a confidential basis by the Discloser.
- (c) At termination of any sales or servicing agreement between the Supplier and the Customer or when earlier directed by the Discloser:
 - (i) all Confidential Information must be returned to the Discloser, including all copies of the Confidential Information or any extracts or summaries of the Confidential Information that the Recipient makes and any software that the Recipient creates based on the Confidential Information; and
 - (ii) the Recipient must erase and destroy any copies of any software containing or comprising the Confidential Information in the Recipient's possession or under the Recipient's control or that may have been loaded onto a computer possessed or controlled by the Recipient.

- (d) The Confidential Information does not include information which:
 - (i) is generally available in the public domain otherwise than as a result of a breach of clause 13(a) by the Supplier; or
 - (ii) was known by the Recipient prior to the Discloser disclosing the information to the Supplier.
- (e) The Recipient agrees that the Discloser may require any of the Recipient's personnel to sign a confidentiality agreement in a form that the Discloser approves, as a condition of the Discloser's acceptance of any of the Recipient's personnel.
- (f) The Recipient agrees to indemnify the Discloser fully against all liabilities, costs and expenses which the Discloser may incur as a result of any breach of this clause 13 by the Recipient.
- (g) The Recipient acknowledges that damages may be an inadequate remedy for breach of this clause 13 and that the Discloser may obtain injunctive relief against the Recipient for any breach of this clause 13.
- (h) The obligations as to confidentiality shall survive termination or expiry of any sales or servicing agreement entered into by the Supplier and Customer.

22. Work, health and safety

The Supplier will comply with all relevant work, health, safety and welfare standards and regulations determined by the Customer or as prescribed by legislation.

23. Modern Slavery

In performing its obligations under any sales or servicing agreement entered into between the Supplier and the Customer, the Supplier will and must ensure that each of its subcontractors will:

- (a) comply with all applicable laws, statutes, regulations in force from time to time relating to Modern Slavery; and
- (b) take reasonable steps to ensure that there are no Modern Slavery practices in the Supplier's or its subcontractors' supply chains or in any part of their business.

24. Waiver

- (a) No failure or delay by the Supplier in exercising any right, power or privilege under any sales or servicing agreement entered into between the Supplier and the Customer will impair the same or operate as a waiver of the same nor may any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.
- (b) The rights and remedies provided in any sales or servicing agreement entered into between the Supplier and the Customer are cumulative and not exclusive of any rights and remedies provided by law.

25. Force Majeure

Neither party shall be liable to the other party for any loss caused by any any sales or servicing agreement entered into between the Supplier and the Customer, where such failure is occasioned by causes beyond its reasonable control including but not limited to by fire, flood, riot, strike, war, restrictions and prohibitions or any other actions by any government or semi government authorities.