

TEREX AUSTRALIA PTY LTD
(“Seller”)

TERMS & CONDITIONS OF SALE AND SECURITY AGREEMENT
FOR DOMESTIC AUSTRALIAN TRANSACTIONS

1. Terms and Conditions. The terms and conditions for the provision of any Parts, Equipment or related documentation (hereinafter collectively referred to as “Products”) shall be exclusively governed by the written provisions of these terms and conditions of sale and the Seller’s Sales Order Acknowledgement (hereinafter collectively referred to as “Agreement”). These terms and conditions of sale cancel and supersede any and all terms of sale pertaining to Parts and Equipment (and any supplements thereto) previously issued by Seller to Buyer and are subject to change without advance notice. The prices, charges, discounts, terms of sale and other provisions referred to or contained herein shall apply to Products sold and shipped to Buyer on and after April 15, 2013, and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Equipment and/or Parts by Seller shall be deemed to constitute a binding agreement between the parties pursuant to the terms and conditions contained herein and Buyer agrees that the order may not thereafter be cancelled, countermanded or otherwise changed without the prior written consent of Seller. This Agreement supersedes any prior agreements, representations, or other communications between the parties relating to the subject matter set forth herein. No other terms and conditions shall apply including the terms of any purchase order submitted to Seller by Buyer, whether or not such terms are inconsistent or conflict with or are in addition to the terms and conditions set forth herein. Seller’s acceptance of Buyer’s purchase order is conditional upon Buyer’s acceptance of all the terms and conditions contained in this Agreement. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to the terms and conditions set forth herein.

2. Terms of Payments. Payment for Parts and Equipment purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms from the date of delivery, plus service and other charges applicable to past due amounts in accordance with Seller’s written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If Seller requires the payment of a deposit by Buyer, then such deposit shall: (a) be due and payable by Buyer upon its execution and delivery of these Terms and Conditions of Sale; and (b) not be refundable in the event of cancellation pursuant to Section 8 of these Terms and Conditions, or otherwise. All payments shall be made in accordance with the terms of the applicable invoice. If any Buyer credit account purchase is not paid in accordance with Seller’s credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Parts or Equipment to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller may charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law.

3. Price Adjustments. The sales price for any Parts or Equipment is the sales price in effect on the date of the Seller’s Sales Order Acknowledgement. Unless otherwise agreed in writing by Seller and Buyer, Seller may, in its sole discretion at any time prior to shipment, increase the price of any Parts or Equipment having a delivery date which is more than twelve (12) months from the date of Seller’s Sales Order Acknowledgement, in order to account for increases in the cost to Seller of any of the following: (i) labor; (ii) raw materials and components, including but not limited to raw irons and steels, plastics, semi-manufactured goods, engines, electric and mechanical drives and control systems; (iii) energy; or (iv) transportation and logistics. Such increase in the price shall be effective upon the Seller’s delivery to the Buyer of: (a) a written notice of such price adjustment, which notice shall include the Seller’s reasonable basis for such price increase; and (b) a revised Sales Order Acknowledgement indicating the new sales price. The new sales price shall be considered automatically effective, accepted and binding upon the Buyer as from the date of its receipt of the Seller’s notice of price adjustment and its revised Sales Order Acknowledgement. Buyer agrees to pay such new sales price without claim or objection in accordance with the terms of Seller’s invoice therefor; provided, however, that should the price be increased by more than five percent (5.0%), the Buyer shall have the right to withdraw its order and terminate its agreement to purchase Parts or Equipment by giving written notice to the Seller within fifteen (15) days of its receipt of the Seller’s revised Sales Order Acknowledgement. If the Buyer fails to timely give such notice, then the new sales price shall be considered accepted and agreed by the Buyer without claim or objection. In no event will the Buyer have any right, title or interest whatsoever to claim or demand any compensation, damage, reimbursement or indemnity from the Seller as a result of any price adjustment made pursuant to this Section 3.

4. Taxes and Duties. Prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Equipment. In addition, in the event any other similar tax is determined to apply

to Buyer's purchase of the Equipment from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are AUSTRALIAN DOLLARS unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Equipment shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

5. Title, Property, Risk and Delivery. Unless otherwise stated in writing, for all shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2010). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2010. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this sales order agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 of these Terms and Conditions or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

6. PPSA/Security Agreement. (a) Buyer grants Seller a security interest in the Products purchased and the proceeds of those Products (collectively, the "Purchase Money Collateral") as security for the payment in full by Buyer to Seller of the full purchase price for the Purchase Money Collateral and any other obligations of Buyer to Seller related to the purchase price of said Purchase Money Collateral (the "PMSI Liabilities"), and agrees that this Agreement will be a security agreement under the PPS Act. In addition to such foregoing security interest, and not in limitation thereof, as security for all of Buyer's debts, obligations and liabilities to Seller, however arising, whether previously, contemporaneously or hereafter made, incurred or created, and whether voluntary or involuntary (including without limitation any obligations arising under any distribution agreement and/or purchase agreement between Buyer and Seller), Buyer hereby grants Seller a continuing security interest in all Purchase Money Collateral and all accounts, chattel paper and instruments arising out of Buyer's ownership or disposition of said Purchase Money Collateral, all proceeds arising from a disposition or sale of the Purchase Money Collateral and all trade-ins therefor (collectively, the "General Money Collateral"). (b) The security interest so created or granted shall continue until payment in full of the purchase price of those Products and other indebtedness to Seller, and payment and performance by Buyer of all of its other obligations owed to Seller. Seller is entitled to all remedies of a secured party after default under the PPS Act or other applicable law, in addition to all other rights provided by contract and by operation of law. Buyer agrees to pay to Seller, in addition to the interest on overdue sums due, reasonable attorney fees, court costs and other expenses of Seller incurred in enforcing Seller's rights. The Products and other goods purchased shall remain personal property and shall not become or be deemed a fixture or a part of any real estate on which it may be located. Buyer agrees to do anything (including execute any security agreement or other instrument or document or provide any information or grant any security interest) considered necessary or convenient by Seller to perfect or evidence a security interest in the Purchase Money Collateral and/or General Money Collateral, to maintain an effective security interest or set out in further detail the terms and conditions it requires in a security agreement, including, but not limited to, executing financing statements, financing change statements, chattel mortgages, deeds of trust, deeds to secure debt, mortgages or other security instruments. (c) Buyer consents to Seller effecting and maintaining a registration on the register (in any manner it considers appropriate, including as a purchase money security interest) in relation to any security interest contemplated by this Agreement and waives the right to receive notice of a verification statement in relation to any registration on the register. (d) Buyer undertakes to not register a financing change statement in respect of a security interest contemplated by this Agreement without the prior written consent of Seller. (e) If Chapter 4 of the PPS Act would otherwise apply to the enforcement of a security interest arising in connection with this Agreement, for the purposes of section 115(1) of the PPS Act, the following provisions of the PPS Act will not apply and Buyer will have no rights under them: section 95; section 121(4); section 125; section 129(2) and 129(3); section 130; section 132(3)(d); section 132(4); section 135; section 142 and section 143. (f) Unless otherwise agreed and to the extent permitted by the PPSA, Seller and Buyer agree not to disclose information of the kind referred to in section 275(1) of the PPS Act to an interested person, or any other person requested by an interested person. Buyer agrees to waive any right it may have, or but for this clause may have had, under section 275(7)(c) of the PPS Act to authorise the disclosure of the above information. (g) For the purposes of section 20(2) of the PPS Act the collateral that is the subject of the security interests granted under this Agreement are the Purchase Money Collateral described in paragraph (a) above (in respect of the PMSI Liabilities) and the General Money Collateral described in paragraph (a) in respect of the security interest securing all Buyers' debts obligations and liabilities to the Seller. In both cases the collateral includes those Products which are described in the invoices, Sales Order Acknowledgements, forms or other documents provided by Seller from time to time in connection with each delivery or supply of Products to Buyer. (h) Seller may apply amounts received in connection with this Agreement to satisfy obligations secured by a security interest in any way it determines in its absolute discretion. (i) In this Agreement, 'PPSA' means the *Personal Property Securities Act 2009 (Cth)* (as amended) ('PPS Act') and any other legislation and regulations in respect of it; and the following words have the respective meanings given to them in the PPS Act: *collateral*; *financing change statement*; *financing statement*; *interested person*; *purchase money security interest*; *register*;

registration, registration commencement time, security agreement, security interest and verification statement.

7. Delays Caused by Buyer. In the event delay is caused by Buyer's failure to furnish necessary information with respect to data and details for Buyer's specifications, Seller, may extend the date of shipment for a reasonable time. In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging and establishing a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or delivered, then Seller shall be entitled to charge, as compensation, the relative costs for storage and movement of the Products at the rate of one percent (1.0%) of the sales price for each week or part of a week of delay, or the Seller's actual cost for such items, whichever is greater. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any and all further costs, including but not limited to attorney's fees and expenses, storage and other charges permitted by this Section 7, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 of these Terms and Conditions. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder. Further, Seller reserves the right, in its sole discretion, to cancel all of Buyer's other pending and acknowledged Product orders and sell such Products to another buyer without any liability or responsibility to Buyer whatsoever, if any single Product order is not shipped within five (5) days from the date it is first ready to ship.

8. Cancellation. Prior to delivery to place of shipment, an Equipment or Parts order may be cancelled only with Seller's prior written consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete an Equipment or Parts order if: (a) any term and/or condition governing this Agreement are not complied with by Buyer; or (b) if Seller determines, in its sole discretion pursuant to Section 2 of these Terms and Conditions, that Buyer's financial status, ability to pay or creditworthiness does not justify the payment terms extended to and agreed with the Buyer hereunder. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall make reimbursement to Seller as follows: (i) any and all work that can be completed within (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus a fee in an amount equal to fifteen percent (15%) of the sales price, which fee has been mutually agreed upon and considered fair by Seller and Buyer and to which Buyer hereby expressly waives any claim or objection whatsoever. Such reimbursement shall be in addition to any deposit which is not refundable pursuant to Section 2 of these Terms and Conditions. Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

9. Inspection and Acceptance of Equipment. Buyer agrees that it shall inspect the Equipment immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Equipment shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty described in Section 10 below to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind.

10. Warranty. Seller warrants its new products manufactured and sold worldwide, to be free of defects in material or workmanship for a period of twelve (12) months from the date of delivery; provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with the Seller's operating and maintenance manuals; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees. If requested by Seller, Buyer must return the defective Equipment to Seller's manufacturing facility for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in Equipment of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Routine maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the first user and is not assignable or otherwise transferable without written agreement of the manufacturer. **OTHER THAN WARRANTIES THAT ARE IMPLIED BY THE OPERATION OF THE TRADE PRACTICES ACT OR ANY OTHER APPLICABLE LEGISLATION IN ONE OF THE STATES OR TERRITORIES OF THE COMMONWEALTH OF AUSTRALIA WHICH**

CANNOT BE EXCLUDED, THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Equipment or Parts. This warranty shall not apply to any of Seller's Equipment or Parts or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without the prior written consent of Seller. This Section 10 is subject to Seller's more detailed warranty certificate covering the Equipment, as well as Seller's warranty policies and procedures and maintenance manuals.

11. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective Equipment covered by the Seller's warranty extend the length of the warranty beyond the period specified in Section 10 above.

12. Limitation of Liability. Notwithstanding anything contained in these Terms and Conditions of Sale or any other document or instrument relating to these Terms and Conditions of Sale to the contrary, in no event shall the Seller be liable to the Buyer for any lost profits or revenues, loss of production, increased overhead, loss of goodwill or reputation, loss of business opportunity, delays in production, costs of replacement components (other than warranty replacements as specifically provided by Seller's standard warranty terms), increased costs of operation that may arise under these Terms and Conditions of Sale, indirect, abnormal or unforeseeable losses, or punitive damages of any kind, whether or not in the reasonable contemplation of the parties at the date of execution of this Agreement.

13. Limitation of Actions. Any action for breach of this Agreement must be commenced within one (1) year after the cause of action has accrued.

14. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Equipment or Parts, the additional expense shall be added to the purchase price. Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer. In no event shall any changes in specifications be made or accepted thirty (30) days prior to launch date or thereafter.

15. Insurance. Until the purchase price of the Equipment is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

16. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Equipment or Parts hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon written prior approval of Seller. All plans, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

17. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at the Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

18. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of services or Equipment under this Agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence,

relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Equipment furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this Agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights under this paragraph or this Agreement. The provisions of this paragraph are in addition to any other rights or obligations set forth in this Agreement.

19. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Equipment purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of the Equipment when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

20. Force Majeure. The Seller shall not be liable to the Buyer or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of the Seller including (without limitation) strike, lockout, riot, civil commotion, fire, flood, accident, explosion, tempest, acts of God, embargoes, war, epidemic, stoppage or shortage of transport, terrorist activity, shortage of labor, fuel, power, materials or supplies or governmental interference, changes in government, governmental agency, laws, regulations or administrative practices.

21. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained by the Buyer shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any party retained or paid by the Buyer shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, distribution and sale of the Products, including without limitation U.S. Export Control laws, regulations, policies and executive order as may be amended from time to time. Buyer further agrees that it shall not, and any party retained or paid by Buyer shall not, export or re-export the Products, directly, or with its knowledge, indirectly, into Sudan, Cuba or Iran or to any other country for which the United States government (or agency thereof) may require an export license or other approval or any country, person or entity to which such export or re-export may be prohibited by applicable United States law, regulation, policy or executive order. Failure to comply strictly with all applicable laws relating to embargoes, sanctions, export or re-export shall be grounds for immediate termination of this Agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document (including purchase terms and conditions) or instrument relating to the Products sold under this Agreement, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

22. Construction and Severability. These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereto and shall be construed and enforced in accordance with the laws of the State of Queensland. The United Nations Convention on Contracts for the International Sale of Goods (1980) [CISG] shall not apply. Seller shall not be bound by any agent's, employees or any other representation, promise or inducement not set forth herein. The invalidity or unenforceability of any provisions of this Agreement shall not affect any other provision and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

23. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any of the provisions of this Agreement shall be in the courts of the State of Queensland.

24. No Assignment. No rights arising under this Agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

25. No Set-off. Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

26. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this Agreement.