1. Terms and Conditions. The terms and conditions for the provision by Seller to Buyer of any Equipment or Parts (hereinafter collectively referred to as "Products") or Services (which include inspection, maintenance, field service or workshop repair and other services) shall be exclusively governed by the provisions of these terms and conditions of sale and service ("Terms and Conditions") and Seller's sales order acknowledgement (hereinafter collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products or Services by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after its receipt, or (iii) if Seller delivers Products or performs Services to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. Seller's Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Price and Taxes. Unless otherwise stated in writing by Seller, all sales prices offered or quoted by Seller are based on delivery FCA Seller's manufacturing facility (Incoterms 2010), exclusive of all taxes and duties of any kind or nature, and in Euro. Buyer shall be responsible for all present or future taxes and duties with respect to the sale of Products and Services by Seller to Buyer and agrees to indemnify and hold Seller harmless from and against all such taxes and duties; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax or duty is due and payable upon such sale. On request, Buyer shall provide Seller evidence of removal or export of the Products. Seller has the right to raise prices for accepted orders. If the price increase is greater than 4% of the net sales price, Buyer has the right to cancel the order in writing within ten (10) days as of receipt of written notice of the price increase.

3. Terms of Payments. Payment by Buyer for Products or Services shall be made by cash or certified check and in accordance with the payment terms as stated in Seller's sales order acknowledgement or as expressly approved by Seller in writing. If payment terms are lacking, payment shall be made as full payment in advance which shall be due and payable by Buyer upon its execution and delivery of these Terms and Conditions. If Seller consents in writing to credit account sales and unless not otherwise stated in writing by Seller, payment for credit account sales shall be made as payment in full within thirty (30) days from the date of delivery (for Products) or completion (for Services). Nothing contained herein shall be construed as requiring Seller to sell any Products or Services to Buyer on credit account terms at any time, or prohibiting Seller from making any and all credit account decisions which it, in its sole discretion, deems appropriate. In addition to any other remedies permitted by this Agreement or applicable law, if any payment is not made duly in time by Buyer or if Buyer's financial status or ability to pay or creditworthiness does not justify credit account sales agreed with Seller or consented to by Seller, Seller may refuse to make deliveries without advance payment in full by Buyer. 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 Seller receives payment in full, at the lesser of the rate of one and a half percent (1.5%) per month or the maximum rate permitted by applicable law.

4. Delivery, Risk and Title. Unless otherwise stated in writing by Seller, Seller shall deliver the Products FCA Seller's manufacturing facility (Incoterms 2010) by or before the agreed delivery date or, if an agreement on the delivery date is lacking, by or before a date set forth by Seller. Seller shall be entitled to deliver the Products in instalments. Buyer shall be responsible for all undertakings with respect to and enable timely delivery of the Products beyond Seller's aforementioned obligations. Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2010.

5. 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.

6. Delayed Delivery caused by Buyer. In addition to other rights permitted by this Agreement or applicable law, in the event of a delay in delivery due to delay by Buyer in furnishing delivery instructions, executing 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 delivered within fifteen (15) days from the delivery date, then Seller shall be entitled to charge the costs for movement and storage of the delayed Products at the greater of (i) a rate of one percent (1%) up to a maximum of five percent (5%) of the sales price of the delayed Products for each term of thirty (30) days of delay, or (ii) Seller's actual cost for movement and storage. Seller shall be entitled to claim for any further damages suffered as a consequence of the delayed delivery of the Products caused by Buyer.

7. Termination. This Agreement and any Product or Service order may be cancelled only with Seller's prior written consent. In addition to other rights permitted by this Agreement or applicable law, Seller shall have the right to terminate this Agreement and refuse to complete an order if: (a) the Products are not delivered within thirty (30) days from the delivery date due to delay caused by Buyer, (b) any payment is not made by Buyer within thirty (30) days from the date when the payment was due, (c) Buyer commits a material breach of this Agreement and (if such a breach is remediable) fails to remedy that breach within thirty (30) days as of receipt of notice of the breach, or (d) Buyer becomes insolvent or the subject of any state or federal bankruptcy, insolvency or similar proceedings, Buyer becomes unable to pay its debts as they become due or goes into liquidation or winding-up. If Seller terminates this Agreement pursuant to this Section, Seller shall have the right, without giving notice to Buyer, (i) to keep payments on account already received from Buyer to offset any claim it has against Buyer, including, without limitation, claims for damages and movement and storage costs, and (ii) to sell such Products to another buyer, without any liability or responsibility to Buyer whatsoever. In addition, 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 orders without any liability or responsibility to Buyer whatsoever.

8. Inspection and Acceptance. Buyer agrees that it shall inspect the Products or Services immediately after delivery (for Products) or completion (for Services) and promptly (in no event later than fifteen (15) days after receipt or completion) notify Seller in writing of any defect. Buyer further agrees that failure to give such prompt notice or the use of the Products or Services 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. Acceptance by Buyer shall automatically cause the provisions of Seller's warranty described in this Agreement to apply and govern the rights, obligations and liabilities of the parties with respect to such defect. Under no circumstances shall rejection of the Products or Services or any revocation of acceptance of the Products or Services give rise to any liability of Seller for indirect, incidental or consequential damages or losses of any kind.

9. Warranty for <u>new</u> Products and Warranty for Services. Unless otherwise stated in writing by Seller, Seller warrants its new Products (Equipment and Parts) to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months as of the date of delivery of the Product from Seller to Buyer; if Buyer is a distributor of Seller and delivers the Product to an End User, this period shall commence at the date of delivery of the Product from the distributor to the End User, but in no event later than six (6) months after the date of delivery of the Product from Seller to the distributor. Parts fitted during an Equipment warranty repair will take on the remaining Equipment warranty only. Seller warrants its Services to be free from defects in workmanship for a period of thirty (30) days following completion of the Services. The foregoing warranties shall be honored provided that Buyer sends Seller written notice of any defect within thirty (30) days of its discovery and establishes that: (i) the Products have been operated and maintained within the limits of rated and normal usage and in strict compliance with 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, or any third party. 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. If requested by Seller, Buyer must return defective Products to Seller or any other designated location for inspection. Accessories, assemblies and components included in Products 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. Normal maintenance, adjustments, or maintenance/wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to Buyer or, if sold through a distributor of Seller, to the first End User of the Product, and is not assignable or otherwise transferable without the written agreement of Seller. **OTHER THAN WARRANTIES THAT ARE IMPLIED BY THE OPERATION OF THE COMPETITION AND CONSUMER ACT 2010 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 Products or Services. This warranty shall not apply to any of Seller's Products or Services 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 is subject to the more detailed *Limited Product Warranty* covering the Products, as well as the more detailed warranty claims procedures guidelines and maintenance manuals.

Buyer's rights under the Australian Consumer Law ("ACL"):

Where Services are performed by Seller to Buyer for less than net AUD 40,000, Buyer may have statutory rights under the ACL that cannot be excluded. The following statement applies only to Seller's Services and to the extent that the ACL applies and its provisions cannot be excluded: Seller's Services come with guarantees that cannot be excluded under the ACL. Buyer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. Buyer is also entitled to have the Services repaired or replaced if the Services fail to be of acceptable quality and the failure does not amount to a major failure. Buyer will bear any expense related to making warranty claims under this warranty with respect to Services. Any claims should be sent to Warranty Manager, Terex Australia, 585 Curtin Avenue, Eagle Farm QLD 4076, +61 7 3868 9600. The provisions contained herein operate in addition to any statutory rights that Buyer may have including under the ACL.

10. Warranty for <u>used</u> Products. **USED PRODUCTS SOLD HEREUNDER ARE BEING SOLD ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED PRODUCTS AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED PRODUCTS, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED PRODUCTS. SELLER RECOMMENDS AND BUYER ACKNOWLEDGES THAT BUYER SHOULD CONTACT THE ORIGINAL MANUFACTURER TO OBTAIN ALL AVAILABLE INFORMATION FOR THE USED PRODUCTS, INCLUDING BUT NOT LIMITED TO PRODUCTS MANUALS, WARNINGS, SAFETY BULLETINS, RECALL NOTICES, AND INSTRUCTIONAL PLACARDS BEFORE USING THE USED PRODUCTS. SELLER SHALL NOT BE RESPONSIBLE FOR PROVIDING SUCH INFORMATION. BUYER AGREES NOT TO ASSERT ANY CLAIMS AGAINST SELLER WITH RESPECT TO THE USED PRODUCTS OR THEIR USE.**

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 THE DEFECTIVE PRODUCT OR SERVICE COVERED BY THE WARRANTY.** In no event shall any repair or replacement of any defective Product or Service covered by Seller's warranty extend the length of the warranty beyond the period specified in these Terms and Conditions.

12. Limitation of Liability. Notwithstanding the foregoing or anything else contained in any other document or instrument relating to this Agreement, in no event shall Seller be liable to 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 this Agreement, 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 Seller's 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 Products or Services, perform any additional work or supply any additional products or services, the additional expense shall be added to the sales price. Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer. Seller may make any changes and improvements at any time in the specifications, construction or design of Products without incurring any obligation to Buyer. Products so changed or improved will be accepted by Buyer in fulfillment of this Agreement.

15. Insurance. Until the sales price of the Products is paid in full as well as until the completion of the Services, Buyer shall provide and maintain insurance in an amount satisfactory to Seller 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. If Buyer fails to provide such insurance, it then becomes Buyer's responsibility to notify Seller so that Seller may provide same; and the cost thereof shall be added to the sales price for Products or Services. All loss resulting from the failure to affect such insurance shall be assumed by Buyer.

16. Intellectual Property and 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 Products or Services hereunder. Buyer shall not identify as genuine products of Seller Products sold 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 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.

18. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold Seller, its directors, officers, employees, agents, representatives, successors, and assigns harmless 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 Products or Services 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 Products or Services 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 Section 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 Section or this Agreement. The provisions of this Section are in addition to any other rights or obligations set forth in this Agreement.

19. Installation, Commissioning. Unless otherwise stated in writing by Seller, Buyer shall be solely responsible for installation, erection, commissioning and other instructions relating to the Products or Services ("Commissioning"). Although Seller may in some cases provide a serviceman, data and drawings in connection with the Commissioning, Seller assumes no responsibility for the Commissioning and disclaims any express or implied warranties with respect to such Commissioning. 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 which may be made or brought against Seller in connection with damage or personal injury arising out of the Commissioning.

20. Teleservices. If the Equipment is equipped with teleservices equipment, Buyer shall provide Seller with all Terex standard documents and any other documents necessary to provide teleservices and data to Buyer. Buyer shall gain any prior explicit consent from its employees and/or any third party, as required by applicable laws, enabling Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall comply with all applicable laws relating to the provision of teleservices, including without limitations any applicable data protection laws. In addition to the foregoing, Buyer consents to Seller's collection, management and reporting of non-personal data about the Equipment including, but not limited to, performance, usage, fuel consumption, up /down times, defects, parts replacement, movement and location. Such information and data may also be used by Seller for research and development purposes and to monitor, maintain, diagnose, update or repair the Equipment.

21. Services. All Services, including those relating to products to be serviced by Seller ("Serviced Product"), are subject to these Terms and Conditions, Seller's price lists and further conditions. Seller's cost estimations, quotations and completion dates for Services for the Serviced Product are non-binding. Unless otherwise stated in writing by Seller, Buyer shall be solely responsible for the delivery of the Serviced Product to Seller's workshop or any other place agreed between Buyer and Seller at Buyer's own risks and costs. Buyer shall be solely responsible for the safe and complete condition of the Serviced Product at all times. For Services at locations other than Seller's workshops, Buyer grants Seller unrestricted access to the Serviced Product at the date and time agreed between the parties in a way satisfactory for Seller to perform the Services, and Buyer shall be responsible for safe working environment. Buyer hereby authorizes Seller to perform the Services (including provision of all necessary parts, labor, services and for maintenance replace wear and tear parts (including fluids)), including disassembly and assembly, and agrees that Seller is not responsible for any damage or loss to the Serviced Product or any personal property left in the Serviced Product in the case of fire, theft, or any other cause beyond Seller's control, nor for any delays caused by unavailability of parts or other causes. Buyer hereby authorizes Seller to operate the Serviced Product on streets, highways or elsewhere for the purpose of testing or inspection. Seller shall inform Buyer about the completion of Services and, unless otherwise stated by Seller, Buyer shall immediately pick up the Serviced Product at Seller's workshop or at any other designated place at Buyer's own risks and costs. For any Serviced Product left on Seller's premises more than fifteen (15) days after completion of the Services, Buyer is subject to a storage fee at the rate of one percent (1.0%) of the Serviced Product's market value for each term of thirty (30) days or Seller's actual storage cost for such items, whichever is greater. Buyer shall pay all costs, fees and prices connected to the performance of Seller's Services. Seller may retain the Serviced Product until Buyer has made or established payments according to this Agreement. Parts sold to Buyer in the course of the Services are subject to these Terms and Conditions. Unless otherwise agreed in writing, Buyer hereby instructs Seller to dispose of any parts removed as part of the Services from the Serviced Products ("Old Parts") at Buyer's cost. Buyer shall not have any claims against Seller for compensation, damages or reimbursement in the event Seller receives any proceeds in connection with such disposition, or Seller in its sole discretion, refurbishes and sells any of the Old Parts.

22. Force Majeure. Neither party to this Agreement shall be liable to the other party 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 its obligations in relation to the Products or Services if the delay or failure was due to any cause beyond its reasonable control 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; provided that force majeure shall not affect the obligations of Buyer to make or procure payment to Seller when due.

23. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") 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 Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements 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 or agreement relating to the Products sold hereunder, 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.

24. Construction, Jurisdiction and Severability. These Terms and Conditions constitute the entire agreement between the parties regarding the subject matter hereto. This Agreement shall be construed and enforced in accordance with the laws of the State of Queensland, Commonwealth of Australia. The *United Nations Convention on Contracts for the International Sale of Goods (1980)* [CISG] shall not apply. 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, Commonwealth of Australia. 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.

25. Assignment and Set-off. Seller shall have the right to set-off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller. This Agreement, or any of Seller's rights hereunder, may be assigned by Seller upon notice to Buyer. No rights arising under this Agreement may be assigned by Buyer unless expressly agreed to in writing by Seller. Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer.

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