GENERAL CONDITIONS FOR PURCHASE OF GOODS (AND ASSOCIATED SERVICES)

1. DEFINITIONS

"***Associated Services***" means the services relevant to the Goods being provided in accordance with the PO (note however that these General Conditions do not apply to the provision of Services only).

*"**Deliver**", "**delivers**", "**delivery**" or "**delivered**"* means the transfer of the Goods into the physical custody of ENAEX at the delivery points nominated in the PO.

"***ENAEX***" means Enaex Australia Pty Ltd (ABN 97 009 687 487).

"***General Conditions***" means these conditions.

"***Goods***" means all goods, equipment, material, articles, drawings, data or any other property or parts to be provided to ENAEX under the PO and includes, but is not limited to, software and data in electronic format, whether or not they are licensed by the Supplier to ENAEX.

"***Purchase Order***" or "***PO***" means this document which, together with any other documents referenced therein, constitutes the contract between ENAEX and the Supplier.

"***PPSA***" means the *Personal Property Securities Act 2009* (Cth).

*"**Supplier**"* means the person or company providing the Goods or Associated Services.

"***Tax Invoice***" has the same meaning in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

2. GENERAL

a The PO, including these General Conditions, constitutes the entire agreement between the parties in relation to the purchase of Goods and Associated Services, and it supersedes any prior agreements, negotiations or representations by the parties dealing with the Goods or Associated Services.

b Any additions to these General Conditions shall be in writing and included and marked as "*Special Conditions*" on the PO. In the event of any inconsistency between these General Conditions and any Special Conditions, the Special Conditions will prevail.

c Any other terms and conditions supplied with or on delivery of the Goods and Associated Services will have no legal effect and will not constitute part of this agreement.

d No variation to this agreement will be binding on the parties unless agreed in writing.

3. AGREEMENT TO SUPPLY GOODS and ASSOCIATED SERVICES

a The Supplier will supply the Goods and Associated Services in consideration of ENAEX making payment in accordance with the terms of the PO (and any Special Conditions).

b The relationship of ENAEX and the Supplier is that of principal and independent contractor. Nothing in this agreement will create a relationship of employment, agency or partnership.

4. STANDARDS

a All Goods and Associated Services are to be in accordance with relevant Australian Standards (or recognised industry standards where no relevant Australian Standard exists).

5. WARRANTIES

a A warranty will be valid for the longer of 12 months or the length of the Supplier/Manufacturer's standard published warranty period; and commences on the day of delivery of the Goods and or Associated Services.

b The Supplier will replace or make-good any defective Goods and Associated Services, including any return, re-delivery and incidental costs. The Supplier may at its option pay ENAEX's replacement cost.

c The Supplier warrants that the Goods are free and clear of all liens and encumbrances (including any PPSA security interest) and that the Supplier has and will give ENAEX good and marketable title.

6. TITLE, ACCEPTANCE AND RISK

a Title to the Goods will vest in ENAEX upon payment for the Goods and Associated Services.

b The risk of any loss or damage to the Goods, or in relation to the Associated Service, or any part thereof, will remain with the Supplier until delivery to ENAEX.

7. DELIVERY TERMS

a Delivery shall be made in accordance with INCOTERMS® 2010 DDP, ENAEX's nominated site (as referenced in PO). The Supplier shall insure the Good(s) for replacement while risk is with the Supplier.

b Time is of the essence in the delivery of the Goods and the performance of the Associated Services.

8. PACKAGING and TRANSPORTING GOODS

a Goods must be packed and transported in accordance with relevant transportation and safety requirements and comply with any relevant packaging specifications notified by ENAEX.

b Goods, delivery notes and other documentation must reference the relevant PO.

9. ACCEPTANCE and QUALITY ASSURANCE

a ENAEX may reject Goods and Associated Services that do not comply with the PO. Signed delivery documents only confirm the quantity of Goods delivered and do not constitute acceptance by ENAEX.

10. PRICE BASIS

a The PO price is firm-fixed and is not subject to variation for any rise or fall in contract costs or exchange rates, unless stated otherwise.

b The PO price includes all taxes and duties (including customs duty, packaging, marking, handling, freight and delivery, insurance and any and all amounts payable for patents, copyright or royalties) except GST; unless stated otherwise.

11. INVOICING

a All invoices issued by the Supplier under the PO must be billed to ENAEX and sent electronically toENAEX at "EnaexAU.invoices@enaex.com". Invoices must be valid Tax Invoices, include the Supplier ABN and quote a valid PO.

12. PAYMENT OF ACCOUNTS

a Subject to ENAEX's receipt of Goods and Associated Services in accordance with clause 9, terms of payment are 45 days from end of month of a correctly rendered Tax Invoice; unless stated otherwise.

13. INDEMNITY

a The Supplier will indemnify ENAEX against all claims in relation to personal injury, death, loss of or damage to property, any infringement of intellectual property rights, and any legal costs arising from the Supplier's performance of its obligations under this PO.

14. CONFIDENTIALITY

a The Supplier will and will ensure that its employees, subcontractors and agents keep all information provided or available to the Supplier as a consequence entering this agreement, confidential.

b The Supplier shall not use ENAEX's name or any of the information contained in this PO for publicity purposes without ENAEX's prior written consent.

15. TERMINATION

a ENAEX may terminate all or part of the PO for its convenience with 7 days' notice to the Supplier.

b Upon receipt of the notice the Supplier must stop all work and mitigate all costs and expenses. ENAEX will pay the Supplier for work performed under the PO up to the time of the notice.

c ENAEX may terminate the PO immediately upon any default by the Supplier, if the Supplier is in breach of clause 22 or a Suspected Slavery occurs and seek recovery of all loss and damage incurred.

16. ASSIGNMENT / SUBCONTRACTING

a The Supplier will not assign, nor subcontract, any part of this PO without the prior written consent of ENAEX. Assignment or subcontracting will not relieve the Supplier from any of its obligations under this PO nor impose any liability upon ENAEX to an assignee or subcontractor.

17. NOTICES

a Any notice, request or other communication served under this PO, must be in writing, and delivered promptly at the addresses on the face of the PO.

18. DISPUTE RESOLUTION

a The parties agree that before commencing any legal proceedings relating to this PO that they will meet within 7 days (or such other period as is agreed between the parties) of one party issuing a dispute notice to the other party. The parties agree to meet and negotiate in good faith to resolve the matter in dispute.

19. ANTI BRIBERY

a The Supplier will comply with all applicable laws, rules and regulations relating to anti-bribery, anti-corruption and anti-money laundering and must not commit any act or omission which causes or could cause it or ENAEX to breach, or commit an offence under any such laws, rules and regulations.

b The Supplier warrants and represents that it has not been convicted of any offence, and has not been the subject of any investigation or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence oralleged offence, under any applicable laws, rules and regulations relating to anti-bribery, anti-corruption and anti-money laundering.

c The Supplier agrees that it will not make any offer, payment, promise of gifts or money or any other thing of value to any government official or employee, political party or political candidate ("Government Official") for the purpose of influencing any act or decision of such Government Official, inducing such Government Official to act in violation of their lawful duty orsecuring any improper advantage

20. WAIVER

a Any waiver by a party, in respect of any breach of a condition or provision of this PO, will not be deemed to be a waiver in respect of any other condition or provision, or of any subsequent breach.

21. APPLICABLE LAW

a The laws of the State in which the Goods (or Associated Services) are provided shall apply to the PO. The courts of that State shall have non-exclusive jurisdiction to decide any matter arising out of the PO.

22. MODERN SLAVERY

a In this clause, 'Secondary Subcontractor' means any of the Supplier's consultants, contractors, suppliers, service providers

and any other person engaged by or on behalf of the Supplier in connection with this agreement.

b The Supplier must take (and must ensure that each of its Secondary Subcontractors take) all reasonable steps to ensure that no modern slavery, human trafficking, servitude, forced labour, bonded labour, child labour, slavery or forced marriageor deceptive recruiting for labour or services (**Modern Slavery**) is present in the Supplier's, or its Secondary Subcontractors', supply chains, or in any part of their businesses.

c The Supplier warrants that neither it nor any of its officers, employees or Secondary Subcontractors has been convicted of,or has been or is, the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrativeor regulatory body regarding any form of Modern Slavery.

d The Supplier must implement a system (to a standard that is consistent with good industry practices) to assess, monitor, evaluate and remediate the risks of Modern Slavery in its, and its Secondary Subcontractors', supply chains and in any partof their businesses

e The Supplier must promptly notify ENAEX as soon as it becomes aware of any actual or suspected Modern Slavery in its orany of its Secondary Subcontractors' supply chain which is connected to this agreement (**Suspected Slavery**).

f The Supplier must maintain records evidencing its compliance with this clause, and on request from ENAEX (from time to time), provide all assistance and information reasonably necessary for ENAEX to prepare a modern slavery statement andotherwise comply with its obligations at law, including giving ENAEX access to the Supplier's records.