



CSD SERVICES PTY LTD STANDARD TERMS AND CONDITIONS OF TRADE

1. AGREEMENT

These Terms, together with: (a) any Trade Application You completed and submitted to CS&D Services; (b) any Guarantee(s) You completed and submitted to CS&D Services; (c) each Quotation provided to You by CS&D Services, whether signed or not; and (d) any special terms specific to the Quotation You have received from CS&D Services and any other work authorisation or other forms make up the agreement (the "Agreement") between You and CS&D Services.

It is important that You read and understand all of the terms and conditions of the Agreement. If You have any questions please ask CS&D Services.

2. DEFINITIONS

"90-day Bank Bill Swap Rate" means the rate compiled from time to time by the Australian Financial Markets Association.

"Consequential Loss" means any indirect or consequential loss or damage however caused including, (a) loss of (or anticipated loss of) use, production, revenue, income, profits, business and savings or business interruption whether or not the indirect or consequential loss or damage was foreseeable or foreseen; and (b) any liability of a person or any other person, or any claim brought against the person by any other person, and any other costs or expenses in connection with the liability or claim.

"Environmental Laws" means any statute, regulations or other laws made or issued by a regulatory body or government regulating the environment including without limitation the use or protection of the environment.

"Equipment" means any of CS&D Services's equipment, plant, goods or other accessories supplied or used by You under this Agreement.

"Guarantee" means any guarantee required in the Quotation.

"GST" means goods and services tax as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

"CS&D Services" means CS&D Services Pty Ltd (ACN 624 421 834) a Company registered in Western Australia of Level 1 10 Ord Street, West Perth, WA 6005.

"PPSA" means the PPS Act and any other legislation and regulations in respect of it and the following words in clause 19 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, security agreement, security interest and verification statement.

"PPS Act" means the Personal Property Securities Act 2009 (Cth) (as amended).

"Price" means price payable by You under this Agreement as specified in the Quotation, CS&D Services invoices or as otherwise determined by CS&D Services.

"Quotation" means the document provided by CS&D Services to You which defines the Quotation and offer, including but not limited to the Services.

"Regulatory Authority" means any public authority or government agency responsible for regulating the performance of the works that are the subject of the Quotation.

"Services" means all services and Equipment that CS&D Services provide to You under this Agreement.

"Trade Account" means You have properly completed and submitted a Trade Application to CS&D Services and CS&D Services has approved You for an account with CS&D Services.

"You/Your" refers to the person, firm, organisation, partnership, corporation, trust or other entity engaging CS&D Services to provide Services to You, as named in the Trade Application or the Quotation (where You do not hold a Trade Account). The reference to "You" includes any employees, agents and contractors.

3. CS&D SERVICES COMMITMENT

CS&D Services agree to carry out the Services for You according to the Quotation to a reasonable standard.

4. FAIR TRADING

Nothing in this Agreement is intended to have the effect of seeking to contract out of any applicable provisions of Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

5. ACCEPTANCE AND CHARGES

5.1 Any instructions received by CS&D Services from You whether written or verbal for the supply of the Services shall constitute the acceptance of the terms of this Agreement.

5.2 Your liability to CS&D Services under this Agreement shall be joint and several if You constitutes more than one contracting party to this Agreement.

5.3 The terms of this Agreement override and take priority over all earlier dealings between You and CS&D Services, the terms of any purchase order placed by You or any other conditions that You seek to incorporate into any agreement between You and CS&D Services.

5.4 You agree that the terms of this Agreement cannot be excluded or overridden except by the signed and written authority of one of CS&D Services's Directors that is clearly marked to be a variation to this Agreement.

6. CHARGES

6.1 You agree to pay the Price to CS&D Services.

6.2 In addition to Price, You agree that You will be required to pay: (a) if You require CS&D Services to deliver or collect Equipment, the cost of delivery or collection; (b) any stamp duty or GST arising out of this Agreement; (c) if You request site instruction or training relating to the provision of the Services, the cost these services at rates agreed with CS&D Services.



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6.3 CS&D Services reserves the right to change the Price of a Quotation in the event of any unforeseen circumstances including (without limitation) any additional taxation, duty, levy, charge or other impost that is imposed on CS&D Services's services by a Regulatory Authority or any other person.

7. PAYMENT

7.1 You must pay all fees, charges and costs that become due and payable under this Agreement in advance of the provision of the Services unless CS&D Services agrees otherwise and if CS&D Services agrees otherwise all fees, charges and costs that become due and payable under this Agreement shall be paid by You the within 14 days of the date of the invoice unless otherwise agreed.

7.2 Payment of the Price that is due and payable shall occur when the entire amount of the Price that is due has been paid by You to CS&D Services and CS&D Services have received cleared funds in CS&D Services's bank account.

7.3 The value of Services performed shall include the reasonable value of authorised variations.

7.4 If You do not pay the invoice in full by the payment due date, CS&D Services reserves the right to charge, in addition to any other costs recoverable under this Agreement: (a) interest, calculated monthly, on the total outstanding balance. The interest rate used to calculate the interest payable for the month is the 90-day Bank Bill Swap Rate published on the first business day of that month plus 2%; and (b) any costs and expenses (including any commission payable) incurred by CS&D Services in recovering any unpaid amounts under this Agreement before and after the commencement of proceedings on a full indemnity basis.

8. YOUR OBLIGATIONS

8.1 You must not allow nor authorise any other person or entity to take possession of CS&D Services's Equipment used to provide the Services at any time.

8.2 When CS&D Services are carrying out the Services, You and Your employees, agents and contractors must:

- (a) operate in strict accordance with all laws;
- (b) ensure persons are suitably trained;
- (c) wear suitable clothing and protective equipment when CS&D Services are carrying out the Services as required or recommended by CS&D Services;
- (d) ensure that no persons are under the influence of drugs or alcohol;
- (e) ensure that no persons carry prohibited or dangerous substances in or around where CS&D Services carry out the Services; and
- (f) display all safety signs and instructions (as required by law).

8.3 You will allow CS&D Services to enter Your premises and inspect the equipment during the provision of CS&D Services Services.

8.4 Delivery of the Equipment shall take place when:

- (a) You take possession of the Equipment at CS&D Services premises; or
- (b) You take possession of the Equipment at Your nominated address.

8.5 You shall make all arrangements necessary to take delivery of Equipment (whether as a whole or in a number of part deliveries) whenever You are notified by CS&D Services that it is ready for delivery. In the event that You are unable to take delivery of the Equipment as arranged, CS&D Services shall be entitled to charge a reasonable fee for CS&D Services's attempted delivery.

9. TITLE

9.1 You acknowledge that CS&D Services own any Equipment used in the provision of CS&D Services Services and in all circumstances CS&D Services retain title to the Equipment (even if You go into liquidation or become bankrupt).

9.2 You are not entitled to offer, sell, assign, sub-let, charge, mortgage, pledge or create any form of security interest over, or otherwise deal with CS&D Services equipment hired or loaned to You in any way.

9.3 In no circumstances will any of CS&D Services Equipment be deemed to be a fixture.

10. INDEMNITY

10.1 You will indemnify CS&D Services on an actual indemnity basis absolutely against all losses (including but not limited to Consequential Loss), damages, claims, demands, suits, actions, proceedings, orders or judgments whatsoever arising out of or in respect of the provision of the Services by CS&D Services for You.

10.2 The existence of any alternative means available to CS&D Services to obtain the payment of the moneys due or to enforce the due and punctual observance and performance of this indemnity shall not operate to vary, affect or modify all or any one or more of Your obligations or covenants expressed herein. Any extension of time, or other indulgence granted to You, any person or company by CS&D Services does not vary, affect or modify any of Your obligations so expressed herein.

10.3 Any written account stated by CS&D Services is prima facie evidence of the balance of the amount then appearing due to CS&D Services by You under this indemnity.

11. RECOVERY AND LIEN

11.1 If You are in breach of the Agreement or if the Agreement has been terminated CS&D Services may take all steps necessary (including legal action) to recover CS&D Services's Equipment, including entering Your premises to do so. Upon receiving written notice from CS&D Services, You expressly consent to CS&D Services entering Your premises for the purposes of recovering CS&D Services's Equipment.



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11.2 All goods or items (without limitation) belonging to You shall be subject to a particular and general lien for moneys due in respect of any Services performed by CS&D Services for You.

11.3 If any moneys due to CS&D Services are not paid within one calendar month after written notice has been given in writing to You that such goods or items are detained, they may be sold by auction or otherwise at CS&D Services's sole discretion and at Your expense and the proceeds applied in or towards satisfaction of such particular and general lien.

11.4 You agree that on acceptance of the Quotation, the Equipment remains the property of CS&D Services until the agreed Price is paid in full. You hereby irrevocably authorise CS&D Services to enter upon Your premises or site where the Equipment is located in order to retake possession of the Equipment in the event of non-payment of the full Price.

12. EXCLUSION OF LIABILITY

12.1 Notwithstanding anything to contrary in the Agreement (a) CS&D Services will not be liable to You, or any third party, for any loss or damage (including but not limited to Consequential Loss) howsoever caused in the provision of the Services; and

(b) CS&D Services's liability under or in connection with the Agreement is limited an amount equal to the cost of Services actually provided.

12.2 If any event arises which is likely to lead to any dispute or claim, You must notify CS&D Services in writing of the same within fourteen (14) days of the event. If You shall fail to comply with this provision then all Services provided by CS&D Services shall be deemed to have been provided in accordance with this Agreement and free from any disputes or claims.

12.3 This Agreement does not seek to exclude liability for matters for which liability cannot be excluded under Australian legislation.

13. INSPECTION OF GOODS, RETURN, WARRANTY ETC.

13.1 You must inspect Equipment delivered by CS&D Services upon receipt and advise CS&D Services of any faults or shortages within 48 hours of delivery.

13.2 If inspection of our Equipment upon receipt is not possible You must note on the carrier's receipt that inspection of the Equipment has not taken place and in these circumstances you must advise CS&D Services of any faults or shortages within 72 hours of delivery.

13.3 If CS&D Services provide written advice to You that its Equipment can be used for a specific purpose and CS&D Services and You agree within 30 days of delivery of the Equipment to You that the Equipment cannot be so used, CS&D Services will agree to refund (after deducting any freight costs and any costs incurred by CS&D Services for commissioning the Equipment.) the cost of all Equipment

that has not been used and can be returned in the same condition that it was supplied to You.

13.4 You agree that CS&D Services is not responsible for determining the fitness for a particular purpose of the Services (and any goods forming part of the Services) unless CS&D Services has stated in writing in advance of a contract for the provision of Services that the Services are fit for a particular purpose. You agree that You are responsible for determining the type of Services that You require.

14. GOVERNING LAW

The Agreement is governed by the laws of the State of Western Australia and each party submits to the non-exclusive jurisdiction of the courts of that Western Australia.

15. ENTIRE AGREEMENT

The Agreement as defined, comprises the entire agreement between the parties. No additional terms and conditions (including any terms contained in any purchase order) apply to the provision of the Services unless they are specifically agreed in writing by the parties and they are stated to be a written variation to this Agreement.

16. ACTS OF GOD

16.1 (a) CS&D Services will not be responsible for any delays in delivery, installation or collection of Equipment or the provision of CS&D Services's Services due to causes beyond CS&D Services's control including but not limited to acts of God, war, terrorism, mobilisation, civil commotion, riots, embargoes, orders or regulations of governments of any relevant jurisdiction, fires, floods, strikes, lockouts or other labour difficulties, shortages of or inability to obtain shipping space or land transportation.

(b) Curing the Agreement no weather or natural disaster will warrant a stand down period unless expressly agreed to by both parties as defined in the Quotation.

17. TIME IS OF THE ESSENCE

Time is of the essence for all provisions of this Agreement including the payment of the Price.

18. DISPUTE RESOLUTION

Resolution of disputes

Unless otherwise expressly stipulated in this Agreement, a party must not commence court proceedings (except proceedings seeking urgent interlocutory relief) in respect of any dispute under the Agreement unless it has complied with the remainder of this clause 18.

Notice of dispute

If a party considers that a dispute exists in connection with the Agreement, that party may give the other party written notice detailing the nature of the dispute (Notice of Dispute).

Mediation

If 15 business days after a Notice of Dispute is issued, the parties have not resolved the dispute or agreed an



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alternative means of resolving the dispute, then either party may commence mediation by giving notice to the other party but either party may end the process of mediation at any time by written notice.

19. PPSA

19.1 You consent to CS&D Services effecting and maintaining a registration on the register (in any manner We consider appropriate) in relation to any security interest contemplated or constituted by this Agreement in the Equipment and the proceeds arising in respect of any dealing in the Equipment and You agree to sign any documents and provide all assistance and information to CS&D Services required to facilitate the registration and maintenance of any security interest. CS&D Services may at any time register a financing statement or financing change statement in respect of a security interest (including any purchase money security interest). You waive the right to receive notice of a verification statement in relation to any registration on the register of a security interest in respect of the Equipment.

19.2 You undertake to:

(a) do anything (in each case, including executing any new document or providing any information) that is required by CS&D Services (i) so that CS&D Services acquire and maintain one or more perfected security interests under the PPSA in respect of the Equipment and its proceeds, (ii) to register a financing statement or financing change statement and (iii) to ensure that CS&D Services's security position, and rights and obligations, are not adversely affected by the PPSA;

(b) not register a financing change statement in respect of a security interest contemplated or constituted by this Agreement without CS&D Services's prior written consent; and

(c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Equipment in favour of a third party without CS&D Services's prior written consent.

19.3 If Chapter 4 of the PPS Act would otherwise apply to the enforcement of a security interest arising under or in connection with this Agreement and:

(a) section 115(1) of the PPS Act allows for the contracting out of provisions of the PPS Act, the following provisions of the PPS Act will not apply and You will have no rights under them: section 95 (to the extent that it requires the secured party to give notices to the grantor); section 96; section 118 (to the extent that it allows a secured party to give notices to the grantor); section 121(4); section 125; section 130; section 132(3)(d); section 132(4); section 135; section 142 and section 143; and

(b) section 115(7) of the PPS Act allows for the contracting out of provisions of the PPS Act, the following provisions of

the PPS Act will not apply and You will have no rights under them: section 127; section 129(2) and (3); section 130(1); section 132; section 134(2); section 135; section 136(3), (4) and (5) and section 137.

19.4 Unless otherwise agreed and to the extent permitted by the PPSA, You and CS&D Services 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. You waive any right You 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.

19.5 For the purposes of section 20(2) of the PPS Act, the collateral is Equipment including any Equipment which is described in any Quotation or invoice provided by CS&D Services to You from time to time. This Agreement is a security agreement for the purposes of the PPS Act.

19.6 CS&D Services may apply amounts received in connection with this Agreement to satisfy obligations secured by a security interest contemplated or constituted by this Agreement in any way CS&D Services determines in its absolute discretion.

19.7 You agree to notify CS&D Services in writing of any change to Your details set out in the Agreement, within 5 days from the date of such change.

20. MISCELLANEOUS PROVISIONS

Assignment

The rights and obligations of each party under this Agreement may only be assigned with the prior written permission of the other party.

Confidentiality

The Quotation or its contents is not to be disclosed in part or full to any third party. The Quotation is supplied in good faith and intended only for use by You. Disclosure of any kind may result in legal action.

No Partnership or Agency

Nothing in this Agreement is intended to create a partnership between the parties. CS&D Services shall act as an independent contractor to You and not as an agent or representative of You in performing CS&D Services's obligations under this Agreement. You acknowledge that neither You nor any of Your staff has any authority to bind CS&D Services.

Non-waiver

A waiver of any provision of or right under the Agreement must be in writing signed by the party entitled to the benefit



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of that provision or right and is effective only to the extent set out in the written waiver.

Notices

Any notice, demand, consent or other communication given or made under this Contract must be in writing, clearly readable, signed by the party giving or making it (or signed on behalf of that party by its authorised representative).

Amendment

The Agreement may be altered only in writing signed by both parties.

Severability

If any provision contained in the Agreement is void, illegal or unenforceable, that provision is severable from the Agreement and the remainder of the Agreement has full force and effect.

Special Conditions

This agreement is subject to the provisions in the section headed "Special Conditions"