

Drilling Tools Australia Pty Ltd Standard Terms & Conditions of Sale

Introduction

1. These Standard Terms and Conditions, the Quote, the Special Conditions and the Specifications form the entire agreement between the Buyer and Drilling Tools Australia Pty Ltd ABN 79 105 205 749 (DTA) for the sale and purchase of the Product(s) (Agreement). By countersigning the Quote, or by issuing a purchase order or instructing DTA to proceed based on the Quote, the Buyer approves the Specifications and accepts the terms and conditions set out in the Quote and these Standard Terms and Conditions.
2. If there is any inconsistency between the terms and conditions of the Quote, the Special Conditions, the Specifications and these Standard Terms and Conditions, the order of priority for the purpose of construction is:
 - a. the Special Conditions; then
 - b. these Standard Terms and Conditions; then
 - c. the Quote (other than the Special Conditions); then
 - d. the Specifications.
3. Capitalised terms not defined in a particular clause of these Standard Terms and Conditions have the meanings given to them in clause 53.

Deposit

4. On countersigning the Quote or issuing a purchase order or instructing DTA to proceed based on the Quote, the Buyer must pay DTA the Deposit in AUD. The Buyer agrees that the Deposit is paid in consideration for the Buyer securing one or a series of delivery slots for the Product(s) (as the case may be). The Deposit may be applied by DTA to costs associated with the supply of the Product(s) to the Buyer. Unless the Agreement is terminated by DTA under clause 44 of these Standard Terms and Conditions, the Deposit is not refundable.

Payment

5. DTA is not required to deliver the Product(s) until the Buyer has paid for them in full. Payment of the Price less the Deposit is due in AUD in accordance with the Deposit and the Quote and in any case on or before delivery of the Product(s) to the Buyer. Time for payment is of the essence. If invoices are issued, payments are due within 14 days of the date of the invoice (or within such other period as specified in the invoice).
6. If DTA is not paid for any part of the Product(s) on or before the date that risk in the Product(s) passes to the Buyer (Delivery Date), without prejudice to any other rights or remedies of DTA:
 - a. the Buyer will be liable for any costs incurred by DTA as a result of the Buyer's default;
 - b. any and all outstanding money payable to DTA will accrue interest compounding on a daily basis from the Delivery Date until payment of the outstanding money is received by DTA in full. The applicable rate of interest will be equal to the maximum bank overdraft rate as fixed by the Commonwealth Bank on overdrafts in excess of AUD\$50,000 on the Delivery Date (or, if this rate is not available, a similar rate selected and notified to the Buyer by DTA) plus 2% per annum; and
 - c. DTA may recover the Price of the Product(s) together with all costs and interest from the Buyer as a liquidated debt in a court or tribunal of competent jurisdiction irrespective of any claim that the Buyer may have against DTA for any thing or matter related to the Product(s).
7. Unless otherwise stated, all pricing in the Quote has been calculated exclusive of GST (as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth)). If GST is imposed on a supply made pursuant to this Agreement, the Buyer must pay to DTA, in addition to the GST-exclusive consideration, an amount equal to the GST payable by the Buyer in respect of the supply. Any GST amount payable under the Agreement is payable on the day that payment of the consideration (or part of the consideration) for the supply that has given rise to the obligation to pay GST is required pursuant to this Agreement, or where the consideration is non-monetary consideration, seven days after the recipient receives a tax invoice for the supply. DTA will ensure that any invoice or other request or demand for payment for supplies to the Buyer under the Agreement constitutes a tax invoice that should, where applicable, enable the Buyer to claim any tax credits for the GST in respect of supplies to which the invoice relates.

Delivery, title and risk

8. Delivery of the Product(s) is Ex Works (24-26 Gauge Circuit, Canning Vale, Western Australia, or such other place as specified in the Quote) as defined in Incoterms 2010 (Delivery). Any freight or shipment of the Product(s) by DTA to the Buyer will be subject to separate agreement between the parties.
9. Title to the Product(s) passes from DTA to the Buyer on payment of the Price (plus any amounts determined under clause 6) to DTA in full. Until that time, title in the Product(s) remains with DTA. Risk in the Product(s) passes from DTA to the Buyer upon the actual or constructive Delivery of the Product(s) to:
 - a. the Buyer, or any of its agents, representatives or subcontractors; or
 - b. if DTA is to arrange freight or shipment of the Product(s), the freight or shipping subcontractor retained by DTA at the Buyer's direction or with the Buyer's agreement.
10. DTA will use reasonable endeavours to ensure that the Product(s) are available for Delivery within the time specified in the Quote. DTA makes no guarantees as to the proposed delivery date and the delivery date is subject to change. If the proposed delivery date changes, DTA will advise the Buyer of the new proposed delivery date as soon as reasonably practicable.
11. While title in the Product(s) remains with DTA:
 - a. the Buyer has no right or claim to any interest in the Product(s);
 - b. the Buyer must not claim any lien over the Product(s);
 - c. the Buyer must not create any absolute or defeasible interest in the Product(s) in relation to any third party except as expressly authorised by DTA;
 - d. where the Buyer is in actual or constructive possession of the Product(s), the Buyer:
 - i. must not deliver them or any document of title to the Product(s) to any person except as directed by DTA;
 - ii. is in possession of the Product(s) as a bailee of those goods and owes DTA the duties and liabilities of a bailee. This bailment continues in relation to each of the Product(s) until the Price (plus any amounts determined under clause 6) has been paid to DTA in full;
 - iii. must not allow any person to have or acquire any security interest in the Product(s);
 - iv. must store the Product(s) separately from all other equipment;
 - v. must insure the Product(s) for their full insurable or replacement value (whichever is the higher) with an insurer licensed or authorised to conduct the business of insurance in the place where the Buyer carries on business; and
 - vi. must not remove, deface or obliterate any identifying plate, mark or number on any of the Product(s).
12. Without limiting or waiving its rights under clause 11 of these Standard Terms and Conditions, if the Buyer supplies any of the Product(s) to any person before the Price (plus any amounts determined under clause 6) has been paid to DTA in full, the Buyer agrees that:
 - a. the Buyer holds the proceeds of re-supply of the Product(s) on trust and as agent for DTA immediately when those proceeds are receivable or are received by the Buyer;
 - b. any accessory or item that accedes to any of the Product(s) by an act of the Buyer, or of any person at the direction or request of the Buyer, becomes and remains the property of DTA until DTA is paid the Price (plus any amounts determined under clause 6) in full, at which time title in the Product(s) (including the accessory) passes to the Buyer or the relevant person (as the case may be);
 - c. if any Product(s) are used in any mining, manufacturing or other process or are mixed with other products, the Buyer must record the value of Product(s) so used or consumed and upon sale of any item produced using the Product(s) must immediately pay the balance of the Price to DTA out of the proceeds of sale; and
 - d. DTA may recover possession of the Product(s) at the Buyer's cost, including at any site owned, possessed or controlled by the Buyer and in this circumstance the Buyer agrees that DTA has an irrevocable licence to do so without incurring liability to the Buyer or any person claiming

through the Buyer. Where the Buyer does not own, possess or control the site at which the Product(s) are situated, the Buyer agrees to use its best endeavours to procure access for DTA.

PPSA

13. The Buyer acknowledges that DTA has a purchase money security interest in the Product(s).
14. The parties acknowledge that, except as otherwise agreed in writing by the parties, any payments made by the Buyer to DTA must be applied in accordance with section 14(6)(c) of the PPSA.
15. The Buyer acknowledges that DTA's rights and interest in proceeds derived from the Product(s) constitute a security interest in such proceeds.
16. The Buyer may register any security interest contemplated by this agreement on the PPS Register in any manner it chooses (including by registering one or more financing statements in relation to its interest in the Product(s), with such expiry dates as DTA determines in its absolute discretion). The Buyer must provide DTA with any information it requires for the purposes of giving effect to such registration.
17. Without limiting any other provision of this agreement, the Buyer is in default under the Agreement for the purposes of section 123(1) of the PPSA if any other secured party:
 - a. seizes the Product(s) (whether under PPSA, section 123 or otherwise) for the purposes of enforcement; or
 - b. becomes entitled to seize the Product(s).
18. For the purposes of section 157(3) of the PPSA, the Buyer irrevocably and unconditionally waives its right to receive any notice from DTA in connection with the registration of a financing statement or a financing change statement in respect of the Product(s).
19. The Buyer agrees that any action taken by DTA in relation to DTA's security interest in the Product(s) is at the cost of the Buyer.
20. If chapter 4 of the PPSA would otherwise apply to the enforcement of any security interests created under this agreement then the provisions of chapter 4 are excluded, to the extent possible.
21. The Buyer must take any steps DTA reasonably requires to perfect or otherwise ensure the enforceability and priority of any security interest granted to it under this agreement, including, at the request of DTA:
 - a. obtaining and giving any consents;
 - b. producing and providing any receipts or information in respect of the Product(s);
 - c. signing or procuring the signing of any documents;
 - d. facilitating registration of any security interest on the PPS Register;
 - e. facilitating the giving of notice to any person, including any person who also has, or appears to have, a security interest over the Buyer or the Product(s); and
 - f. facilitating the exercise of DTA's right in enforcing any security interest.
22. The parties agree that other than the existence of a security interest in any Product(s), and details of the relevant Product(s), and the amount (if any) owing by the Buyer to DTA from time to time in relation to any Product(s), all other information relating to this agreement is subject to a duty of confidence, and must not be disclosed to any party other than in accordance with clause 42 (**Confidentiality**).

Specification

23. The Specification has been prepared solely based on information provided to DTA by the Buyer, information published as at the date of the Quote by any original equipment manufacturer (**OEM**) in relation to any part of the Product(s), and any DTA

engineering measurements of any vehicle, parts or equipment to which the Product(s) is or are to be installed or attached by DTA (where relevant). DTA has relied on the correctness, accuracy and completeness of the information provided by the Buyer and the information published by the relevant OEM. DTA takes no responsibility and has no liability for or in respect of the information provided by the Buyer or the information published by the relevant OEM. DTA reserves the right to make changes to the Specifications and/or the Price and/or the proposed delivery date if, at any time after the Buyer countersigns the Quote, or issues a purchase order or instructs DTA to proceed based on the Quote:

- a. any information provided by the Buyer proves to be incorrect, inaccurate or incomplete;
- b. new information relevant to the Product(s) is published by an OEM or any other person, or otherwise becomes known to DTA;
- c. the Buyer requests Specification changes or additions; or
- d. changes to the Specifications constitute (in DTA's reasonable opinion) improvements to the Product.

Warranty

24. Product warranty will be in accordance with DTA's Warranty Procedure which will be provided to the Buyer upon request.
25. Subject to clause 27 of these Standard Terms and Conditions, the Buyer's sole and exclusive remedy for any breach of warranty is, at DTA's option, repair or resupply of the defective material or service, or non-conforming part (as the case may be) during DTA's normal working hours, the replacement of the goods or component or supply of an equivalent; the payment of the cost of replacing the goods or component or of acquiring an equivalent; the payment of the cost of having the goods or component repaired; the supplying of any services again; or the payment of the cost of having any services supplied again.
26. DTA has no obligation under for any Product defects or non-conformance to the extent that the defect or non-conformance is caused by or occurs as a result of:
 - a. misuse of, an accident in relation to, improper storage of, or negligent or wrongful use of, the Product(s);
 - b. inadequate or insufficient maintenance of the Product(s) in accordance with best mining practice and/or specific DTA guidelines on maintenance of the Product(s);
 - c. failure by the Buyer to conduct normal maintenance on a Product, including regular inspections;
 - d. improper adjustment, calibration or operation of the Product by the Buyer;
 - e. installation of a Product where that installation was performed by a person other than DTA;
 - f. modifications, alterations, welded additions or design changes to the Product that are not approved by DTA in writing;
 - g. the Buyer's unreasonable delay in making the Product available to DTA upon written notification by DTA of the need for a Product inspection, variation or modification;
 - h. consequential damage to a Product as a result of DTA being unable to access a Product where written notification for Product inspection, variation or modification has been sent to the Buyer by DTA;
 - i. damage resulting from a deficiency in design, materials or workmanship of a third party (not including DTA) that is not discoverable by reasonable care or inspection prior to delivery of the Product(s) by DTA;
 - j. the Product being used in combination with another item that the Buyer or end user knew or should reasonably have known was defective, was not designed for use with the Product, was in a damaged state, or was being operated in a way that would reasonably cause damage to the Product;
 - k. the Product being used otherwise than in accordance with any directions laid down in any operating manual or instructions supplied by DTA;
 - l. the information provided by the Buyer to DTA in respect of the supply of the Product (including with regard to the Specifications) being incorrect, inaccurate or incomplete;

- m. corrosion;
 - n. normal or fair wear and tear;
 - o. the use of replacement parts, consumables or other equipment other than those supplied by or recommended by DTA for use with the Product; or
 - p. repairs to a Product that are not approved by DTA in writing.
27. DTA's liability in respect of any breach of warranty does not cover costs associated with:
- a. the removal or reinstallation of a Product;
 - b. freight or shipping of a Product to and from the place at which warranty work is performed;
 - c. freight or shipping of parts, materials or equipment;
 - d. labour costs except where the initial labour was the predominant cause of the breach of warranty;
 - e. replacement of items attached to the Product or to which Products are attached or fitted by any person other than DTA;
 - f. travel and associated accommodation and sundries for DTA employees required to perform warranty work; or
 - g. equipment rental charges associated with the performance of warranty work.

Such costs will be separately invoiced by DTA to the Buyer.

Returns

28. Except as provided in clauses 24 to 27, DTA may in its sole discretion approve the return of any Product. If DTA approves the return of the Product, the Buyer shall return the Product freight prepaid and the returned Product will only be accepted if in DTA's opinion the Product is in a good and saleable condition. DTA reserves the right to charge a handling fee of no less than 25% of the price of the Product returned.

Liability

29. DTA is not liable for any loss whatsoever arising from the late delivery of the Product(s), and accepts no responsibility for any transaction, schedule or project plan of the Buyer that is jeopardised as a result of late delivery of the Product(s).
30. DTA is not liable for and the Buyer indemnifies DTA and agrees to keep DTA indemnified against all claims, losses, actions, damages, costs and expenses (including without limitation the cost of defending and settling any action, claim or demand) that may be made against or incurred by DTA arising out of a breach of this Agreement by the Buyer, its agents or servants, or use or operation of the Product by the Buyer or any other person.
31. The *Competition and Consumer Act 2010 (Cwlth)*, the *Fair Trading Act 2010 (WA)* and similar legislation in force in other Australian states and territories imply certain terms, conditions and warranties ("prescribed terms") into contracts for the supply of certain goods and services and prohibit the exclusion, restriction or modification of certain terms, conditions and warranties. Some prescribed terms permit a supplier to limit its liability for a breach of the prescribed terms. Subject to the legislation referred to above:
- a. the liability of DTA in respect of a breach of a prescribed term relating to the Product(s) or any part of the Product(s) (but only to the extent that a prescribed term applies to the supply of goods or services under this Agreement) is limited (at the option of DTA) to the replacement of the goods or component or supply of an equivalent; the repair of the goods or component; the payment of the cost of replacing the goods or component or of acquiring an equivalent; the payment of the cost of having the goods or component repaired; the supplying of any services again; or the payment of the cost of having any services supplied again; and
 - b. other than as set out in paragraph 31.a (to the extent it applies) and clauses 24 to 27 of these Standard Terms and Conditions, the Buyer does not have under any circumstances any cause of action against or right to claim or recover from DTA for or in respect of any loss or damage of any kind whatsoever, caused directly or indirectly by:
 - i. any defect in material or workmanship of, or any other defect whatsoever in, or unsuitability for any purpose of, the Product(s) or any part of the Product(s); or
 - ii. default or negligence (or other form of tort) on the part of DTA or of any employee, contractor or agent of DTA or of any person for whom DTA has legal responsibility

relating to the supply of, or otherwise concerning the Product(s) or any part of the Product(s), and the Buyer indemnifies DTA against any such claim or liability.

32. Subject to clause 31 of these Standard Terms and Conditions, other than as set out in clauses 24 to 27 of these Standard Terms and Conditions and to the maximum extent permitted by law, DTA is not liable for any claims of whatever nature, whether in contract, warranty, tort (including negligence), product liability or otherwise for any damages arising out of, connected with or resulting from the supply, use, operation or resale of the Product(s) under this Agreement and the Buyer indemnifies DTA against any such claim or liability.
33. Notwithstanding any other provision of this Agreement, the Buyer agrees that DTA shall not in any circumstances be liable for any indirect or consequential loss or damage (including for loss of profit (whether actual, direct, indirect, anticipated or otherwise), loss of revenue, loss of product, loss of expected savings, loss of income, rent or holding costs, loss of expected production, opportunity costs, loss of business (including loss or reduction of goodwill or opportunity) or damage to reputation, regardless of whether any or all of these things are considered to be indirect or consequential losses or damage) in contract, tort (including negligence), under any statute or otherwise arising from or related in any way to this Agreement or its subject matter, or the supply, use, operation or resale of the Product(s) under this Agreement, however caused.
34. The Buyer acknowledges that:
- a. DTA has not supplied any sample of the Product(s) to the Buyer;
 - b. if the Buyer sells the Product(s) to any person by reference to a sample, that sample has not been supplied to that person by DTA;
 - c. in entering into the Agreement, the Buyer does not rely on any statement, representation, warranty, condition, forecast or other conduct which may have been made by or on behalf of DTA, except as set out in clause 40;
 - d. it has independently and without the benefit of any inducement, representation or warranty (other than as set out in clause 40) from DTA or its agent determined to enter into the Agreement;
 - e. the disclosures made before the parties entered into the Agreement regarding the Product(s) are accepted by the Buyer and neither DTA nor any of its representatives has made or makes any representation or warranty as to the accuracy or completeness of those disclosures or that information;
 - f. neither DTA nor any of its representatives:
 - i. accepts any duty of care in relation to the Buyer in respect of any disclosure or the provision of any information referred to in clause 34.e; nor
 - ii. is to be liable to the Buyer if, for whatever reason, any such information is or becomes inaccurate, incomplete or misleading in any particular way; and
 - g. any sale by sample by the Buyer to any person (including any 'consumer' within the meaning of the *Competition and Consumer Act 2010 (Cwlth)*) is not referable to the sale or supply of the Product(s) by DTA to the Buyer under this Agreement.
35. The environmental management at any site on which the Product(s) may be used is the responsibility of the Buyer. In this regard, DTA disclaims responsibility for any infringements which occur related to breaches of any legislation, regulations or rules pertaining to environmental aspects such as noise, pollution, contamination, the atmosphere, water, sewerage, dangerous goods or waste disposal.

Intellectual Property Rights

36. The Buyer acknowledges and agrees that DTA remains the owner of all DTA IP and that nothing in this Agreement transfers any DTA IP to the Buyer.
37. The Buyer must not use, register or attempt to register any interest in or otherwise deal with the DTA IP, or allow any other person to do the same, for any purpose.

Taxes and duties

38. Notwithstanding any other provision of this Agreement (except clause 7), the parties agree that the Buyer must pay the costs of customs formalities as well as duties, taxes and other charges

payable in connection with the export, import and transportation of the Product(s) to any country outside of Australia.

Buyer Warranties

39. The Buyer warrants to DTA that:
- it is validly existing under the Laws of its place of incorporation or registration;
 - it has the power to enter into and perform its obligations under the Agreement and to carry out the transactions contemplated by the Agreement; and
 - it is able to pay its debts as and when they are due and payable and no Product(s) are liable to a claim by a trustee in bankruptcy or a liquidator.

DTA Warranties

40. DTA warrants to the Buyer that:
- it has and will have the right to sell and transfer title to and property in the Product(s) to the Buyer;
 - it is able to pay its debts as and when they are due and payable and no Product(s) are liable to a claim by a trustee in bankruptcy or a liquidator;
 - it is validly existing under the Laws of its place of incorporation or registration; and
 - it has the power to enter into and perform its obligations under the Agreement and to carry out the transactions contemplated by the Agreement.

Excusable delay

41. Notwithstanding any other provision of this Agreement, DTA will not be responsible for nor be deemed to be in default under this Agreement on account of any delay in performance under this Agreement due to any acts of God; war, warlike operations, acts of terrorism, insurrections or riots; fires; floods; explosions; serious accidents; epidemics; quarantine restrictions; delay or default by contractors or sub-contractors; any act of government (including delays in approvals or clearances), governmental priorities, allocation regulations or orders affecting materials, facilities or incomplete or completed Product(s); strikes, labour disputes or other industrial action causing cessation, slow-down or interruption of work; delay or default in freight, shipping or logistics; or inability after due and timely diligence to procure materials, accessories, equipment or parts; or any other cause to the extent it is beyond DTA's control or not occasioned by DTA's fault or negligence, as the case may be.

Confidentiality

42. The Buyer must keep confidential and not disclose, and ensure that its employees, agents and subcontractors keep confidential and not disclose, the Price or any information that would otherwise be confidential between the parties, except that the Buyer may disclose information to the extent reasonably required to comply with the mandatory requirements of an applicable Law.

Termination

43. Should the Buyer:
- fail to perform or observe any of the terms of this Agreement (including payment terms) within 7 days of DTA notifying the Buyer of its failure to perform or observe such terms; or
 - enter into an agreement or arrangement with its creditors; or
 - being an individual, commit an act of bankruptcy; or
 - being a company, resolve or be ordered to be wound up, become insolvent (as defined in the *Corporations Act 2001* (Cwth)) in DTA's reasonable opinion, or have a liquidator, receiver, receiver and manager or official manager appointed over all or any part of its assets,

DTA may by written notice to the Buyer immediately terminate the Agreement. Upon termination of this Agreement by DTA under this clause, DTA will be entitled to cease the supply of the Product(s), retain the Deposit and recover from the Buyer any other sum due from the Buyer at the time of termination in respect of any loss or damage suffered by DTA.

44. DTA may by written notice to the Buyer immediately terminate the Agreement for convenience. If DTA terminates the Agreement for convenience, DTA must refund the Deposit to the Buyer.

Disputes

45. If any dispute arises under or in connection with the Agreement (**Dispute**), either party may give notice to the other party with details of the Dispute.

46. Within 14 Business Days of receiving notice of a Dispute, the senior managers of the parties (with authority to resolve the Dispute) must meet and attempt to resolve the Dispute.

47. If the Dispute is unable to be resolved under clause 46 within 14 Business Days, the parties will endeavour in good faith to settle the Dispute at least once by a meeting between the managing directors or chief executive officers of the parties before commencing legal proceedings to finally determine the Dispute.

48. The Parties must continue to perform their respective obligations under the Agreement (including obligations to pay money), pending the resolution of any Dispute.

49. Nothing in this Agreement is to be taken as preventing any party from seeking interlocutory relief in respect of any Dispute.

Notices

50. A notice, demand, document or other communication relating to the Agreement must be in writing in English, signed by the sender or its duly authorised representative and may be delivered by prepaid post, by hand, by facsimile or email to a party and marked for the attention of the person identified in the Quote, or if the recipient has notified otherwise, then marked for attention in the way last notified.

51. A notice or other communication is effective:

- if delivered by hand, when delivered;
- if delivered by post, 3 days after posting (or 7 days after posting if sent to or from a place outside Australia);
- if sent by fax, at the time shown in the transmission report as the time that the whole fax was sent; and
- if sent by email, at the time when successfully sent.

52. A notice or other communication received after 5 pm in the place of receipt or on a non-Business Day is taken to be received at 9 am on the next Business Day.

Definitions

53. In these Standard Terms and Conditions, unless the context requires otherwise:

Business Day means a day on which banks are open for business in Perth, Western Australia.

Buyer means the party identified in the Quote.

Deposit means the deposit amount that the Buyer is required to pay to DTA, as set out in the Quote.

DTA IP means Intellectual Property Rights owned, controlled or developed by or licensed to DTA.

Intellectual Property Rights means all statutory and other proprietary rights in respect of patents (including inventions), trade marks, copyright (and associated moral rights), designs, circuit layout and know how (including trade secrets), and the right to apply for such rights and all other intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967, or any application or right to apply for registration of any of the preceding rights.

Law means:

- Commonwealth, State and local government legislation including regulations, by-laws, orders, awards and proclamations;
- common law and equity; and
- authority requirements and consents, certificates, licenses, permits and approvals (including conditions in respect of those consents, certificates, licenses, permits and approvals).

PPSA means the Personal Property Securities Act 2009 (Cwth).

PPS Register means the Personal Property Securities Register established under section 147 of the PPSA.

Price means the price set out in the Quote.

Product(s) means the products described in the Quote.

Quote means the quote, proposal, invoice or response to query

or order provided by DTA to the Buyer in relation to the Product(s).

Special Conditions means the special conditions set out in the Quote (if any).

Specifications means the specifications, standards or technical requirements described in the Quote.

General

54. These Standard Terms and Conditions supersede and exclude all prior and other discussions, representations (contractual or otherwise) and arrangements relating to the supply of the Product(s) or any part of the Product(s) whether written or oral, including, without limitation, those relating to the performance of the Product(s) or any part of the Product(s) or the results that ought to be expected from using the Product(s).
55. The provisions of this Agreement are express provisions for the rights, obligations and liabilities of DTA and the Buyer with respect to matters to which the *Civil Liability Act 2002 (WA)* applies and, to the maximum extent permitted by law, the provisions of the Agreement exclude, modify and restrict the provisions of the *Civil Liability Act 2002 (WA)* to the extent of their inconsistency with the Agreement.
56. The terms and conditions of the United Nations Conventions on Contracts for the International Sale of Goods do not apply to this Agreement.
57. To the maximum extent permitted by law, any terms and conditions that may be implied into this Agreement by the *Sale of Goods Act 1895 (WA)*, or similar legislation in force in any other Australian state or territory, do not apply to this Agreement.
58. The failure of any party to enforce a provision of this Agreement or to exercise any of its rights expressed in this Agreement is not a waiver of such provisions or rights and does not affect the enforcement of this Agreement. No waiver under this clause operates as an estoppel against the party seeking to rely on this clause. The exercise by any party of any of its rights expressed in this Agreement does not preclude or prejudice such party from exercising the same or any other rights it may have irrespective of any previous action taken by that party.
59. No rule of construction will apply in the interpretation of the Agreement to the disadvantage of one party on the basis that that party put forward or drafted the Agreement.
60. The Buyer acknowledges and agrees that it has been given the opportunity to obtain legal advice with regard to the meaning and operation of the Agreement.
61. This Agreement is not assignable or transferrable by either party in whole or in part except with the prior written consent of the other party. The warranties in this Agreement are personal to the Buyer and cannot be transferred to third parties except with the prior written consent of DTA.
62. Except as expressly stated otherwise in this Agreement, the rights of a party to this Agreement are cumulative and are in addition to any other rights of that party.
63. This Agreement is governed by the law of Western Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia. Each Party waives any objection that it may now or in the future have to the venue of any proceedings, and any claim that it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within the jurisdiction specified in this clause.