1. **ENTIRE AGREEMENT:** Manchester Tank & Equipment Pty. Limited, ABN 29 153 749 252, ("Buyer") may agree from time to time to purchase Goods and/or Services from Seller. These Terms and Conditions of Purchase, any applicable order for Goods and/or Services from Buyer ("Order"), and any other of Buyer's specifications constitute the entire agreement between the parties with respect to Goods and Services ("Agreement"). No other terms of Seller, no modification, amendment, or waiver to this Agreement, and no cancellation, change, or return of any Order will be binding on either party until agreed in writing by such party's authorized representative. Seller may not rely on any representation, promise, or term not set forth in this Agreement and Buyer expressly objects to and rejects all terms not contained in this Agreement. Buyer's acceptance of any Order, oral or written, is based on the express condition that Seller agrees to all terms and conditions of this Agreement, including these Terms and Conditions of Purchase. Seller's acknowledgment of this Agreement, the delivery of Goods, performance of Services referenced herein, or presentation of an invoice by Seller will constitute Seller's acceptance of this Agreement.
2. **COVERAGE OF AGREEMENT**: This Agreement will govern and control all Goods and Services provided by Seller to Buyer, now or in the future, regardless of whether performed under written Orders issued by Buyer, other written agreements signed by the parties, and/or verbal requests issued by Buyer, and will remain in effect until either party gives the other party at least sixty (60) days' advance written notice of termination. The term "Buyer" also includes Buyer's employees, agents, officers, directors, successors, and assigns. The term "Seller" refers to the vendor or contractor providing Goods and Services to Buyer, and its employees, agents, subcontractors, suppliers, and all other persons performing Services or supplying Goods on Seller's behalf. The terms "Goods" or "Services" whether used together or separately and wherever appearing in this Agreement mean (i) all products, supplies, materials, processes, and/or equipment and/or (ii) all services, work, and labour of any kind provided or performed by Seller under this Agreement.
3. **PRICE; PAYMENT; TAXES; DELIVERY; INSPECTION:** The cost of Goods and Services performed by Seller and payment terms will be specifically stated in the applicable Order, except that Buyer will receive the benefit of any price declines to actual time of shipment. All prices set out in any Order must be stated exclusive of any Australian goods and services tax (GST). Seller will pay all contributions, taxes, and premiums payable under Commonwealth, Territory, state, and local laws measured on the payroll of employees engaged in performance of Services under this Agreement, including all unemployment compensation premiums, and all excise, transportation, occupational, and other taxes applicable to receipts under this Agreement, and on all Goods and Services provided. Buyer will only pay an additional amount on account of any GST imposed on the supply of Goods or Services under this Agreement following receipt of a valid tax invoice for that supply and no earlier than the time at which Buyer must pay the price for that supply in accordance with the Order. Unless otherwise stated in the applicable Order, Goods will be shipped DAP (Delivered at Place) (per Incoterms 2020®). Title will pass to Buyer on delivery to Buyer's specified end destination on Buyer's shipping date AND acceptance by Buyer. Seller will inspect and test all Goods prior to shipment. Notwithstanding any other inspection, testing, or prior payment, all Goods and Services will be subject to inspection and approval by Buyer within a reasonable time after delivery to ensure compliance with plans and specifications, but such approval will not relieve Seller of its duty to ensure proper performance of Services, for which it is solely responsible. Buyer's right to perform inspections will not constitute a reservation by Buyer of the right to control Seller's work. Buyer reserves the right to reject and refuse any Goods and Services that do not comply with the terms of this Agreement or Buyer's specifications.
4. **SELLER'S RESPONSIBILITIES: TIME IS OF THE ESSENCE IN THIS AGREEMENT.** Seller will:
    4.1. perform Services diligently and complete Services and deliver Goods in accordance with the provisions of this Agreement; and
    4.2. provide all accessories or parts required for Buyer's use of any Goods at no additional charge. If Seller is performing Services on Buyer's property, Seller will
    4.3. maintain the jobsite free of waste material and rubbish and clear the jobsite on completion of contracted Services;
    4.4. provide all necessary safeguards for protection and maintenance of Services performed; and
    4.5. repair and restore or replace (at Buyer's option) any real or personal property belonging to Buyer which Seller may damage or destroy while performing Services. Seller performs Services at its OWN RISK. The safety of all persons employed by Seller, and/or any other person who enters Buyer's premises for reasons relating to Services, will be solely Seller's responsibility. Seller will enforce strict discipline and maintain good order among its employees and will not employ any unfit person or anyone not skilled in Services assigned to him/her. Seller will take all reasonable measures and precautions for the safety of its employees and subcontractors to prevent injuries to any person who enters Buyer's premises and will comply with all applicable occupational and work health and safety regulations or codes of practice (applicable HS Legislation), provisions of applicable Commonwealth, Territory, state, and local safety laws, and any of the Buyer's policies or procedures relating to health or safety notified to the Seller. Such measures and precautions include, but are not limited to, utilizing all safeguards and warnings necessary to protect against any conditions on Buyer's premises. Seller will confine all equipment and its personnel to that area of Buyer's premises where Services are to be performed and to any other area which Buyer may permit Seller to use. Pursuant to the provisions of HS Legislation, Seller will provide its employees a place of employment free from recognized hazards that cause or may cause death or serious physical harm to its employees and will comply with all pertinent standards issued under HS Legislation. Seller specifically understands that these duties are Seller's exclusive responsibility; Buyer has no responsibility to ensure that Seller provides a safe working environment and/or complies with occupational safety and health rules. Buyer will maintain any safety documentation or other

information to the extent required by HS Legislation and will have them available in its engineering and/or personnel office for inspection and copying by Seller. Seller is responsible for inspecting and complying with any safety documentation or other information provided by Buyer and for making all other necessary inquiries or investigations to ensure a safe workplace. Seller will inform its employees of,and require their compliance with, Buyer's emergency response plan. Seller will require that all of its employees, subcontractors and other workers engaged by it in provision of Services for Buyer attend all inductions required by Buyer and comply with all of Buyer's directions, policies and procedures relating to safety.

5. **CHANGES AND EXTRAS:** Buyer reserves the right to make changes to Services or Goods by written request to Seller. Before proceeding with any Services involving possible claims for extra compensation, Seller will submit in writing to Buyer a detailed proposal related to the projected increase or decrease caused by such contemplated change and secure from Buyer a written document describing the changes and fixing Seller's compensation therefor. If the parties cannot promptly agree on the change in price and/or that the matters under discussion constitute a change in Services, Buyer may, in its reasonable discretion, order Seller to proceed under protest in accordance with Buyer's interpretation of the matter in dispute. The parties will then continue to negotiate an agreement on the changes. Seller will not make any changes in Goods or Services (regardless of net cost effect) without Buyer's prior written consent.
6. **INDEMNITY:** Seller must, to the fullest extent permitted by applicable law, indemnify, defend, and hold Buyer harmless from and against all claims, losses, suits, damages, liabilities, settlements, expenses, and costs (including but not limited to reasonable attorneys' fees and other costs of litigation) that directly or indirectly arise from or relate to
   6.1. breach or violation of any term of this Agreement, including any warranty or guarantee;
   6.2. sickness, disease, death, or injury ("Injuries") to any person, including but not limited to Injuries that result concurrently from Buyer's negligence; and
   6.3. injury to property (including loss of use) of Buyer or others arising out of or connected with Goods or performance of Services, including but not limited to those that result concurrently from Buyer's negligence; provided, however, that Seller will have no obligation to indemnify Buyer for claims or losses described in clause (6.2) and/or (6.3) above that arise solely from Buyer's negligence or intentional misconduct. Seller may not make any admissions or enter any settlements without Buyer's prior written consent. The parties will reasonably cooperate in the defence of claims under this Section. Buyer reserves the right to provide counsel of its own choosing at its own expense. Seller warrants that any Goods and processes purchased under this Agreement, and the sale and/or use thereof, will not infringe any third-party intellectual property right. Seller must defend and indemnify Buyer, to the fullest extent permitted by applicable law, from and against all claims, damages, actions, or causes of action at law or in equity, including but not limited to all expenses and reasonable attorneys' fees, incident to any infringement or claimed infringement of any intellectual property rights arising from use or sale of Goods or performance of Services. If Seller provides any Goods or process to be used by Buyer after Seller's completion of Services, Seller will, at no expense to Buyer, provide to Buyer on final payment a paid-up, irrevocable, royalty-free, nonexclusive license to operate said Goods and/or perform said processes. If Seller is unable to secure such license, Seller will, at no expense to Buyer, modify the Goods to render them non-infringing or remove the Goods and replace them with Goods which will not infringe any intellectual property rights, provided they continue to meet the specifications of this Agreement. It is not necessary for Buyer to incur any expense or make any payment before enforcing a right of indemnity under this Agreement. Each indemnity under this Agreement is a continuing obligation, separate and independent from the other obligations of the parties, and survives the termination, completion, or expiration of this Agreement.
7. **INSURANCE:** Seller will maintain and require its subcontractors to maintain in effect through the entire term of this Agreement insurance coverage (in an "occurrence" policy form) with insurance companies and in amounts satisfactory to Buyer in its sole discretion insuring: (a) Seller's indemnity obligations under this Agreement; (b) workers' compensation for occupational diseases and Injuries sustained by Seller's employees or employees of its subcontractors as required by law; and (c) Seller's and/or Buyer's liability for property damage or Injuries sustained by any person, including Seller's employees, which was in any manner caused by, arising from, or related to Goods or Services performed by Seller and/or the condition of Buyer's land, buildings, equipment, or vehicles, regardless of whether the alleged Injury or damage was caused or alleged to be caused in whole or part by Buyer's conduct. Before performing any Services, Seller will furnish certificates of insurance in the standard ACORD or equivalent form showing "Manchester Tank & Equipment Pty. Ltd., its affiliates and parent company" as certificate holder and including a: (i) statement that notice of cancellation will be provided in accordance with insurance policy provisions; (ii) statement that the certificate holder is additional insured on the policies for occurrences arising from or related to the Goods or Services; and (iii) waiver of all rights of subrogation against the certificate holder. Policies maintained under this Section will be primary, not excess or contributory, to any other applicable policies Buyer might have. The insurance required by this Section will not limit Seller's liability to Buyer under this Agreement or limit the rights or remedies available to Buyer at law or in equity.
8. **WARRANTIES AND GUARANTEES:** Where Buyer acquires Goods and/or Services from Seller as a "consumer" under the Australian Consumer Law, these Goods and/or Services come with guarantees that cannot be excluded under the Australian Consumer Law. In addition to all warranties prescribed by law (including, if applicable, the statutory consumer guarantees under the Australian Consumer Law, as well as any applicable implied warranties under the consumer protection laws in the States and Territories of Australia) or express warranties given by Seller, Seller gives the following additional warranties: Seller warrants that it has clear title to all Goods provided and that they are free of all liens, encumbrances, and security interests. Unless Buyer specifies otherwise in writing, all Goods provided by Seller will be

new. All Goods and Services (including any approved samples) will be of good quality, conform to the requirements of this Agreement and Buyer's specifications, descriptions, and drawings, be merchantable and fit for Buyer's intended use, and be free from defects in design, material, and workmanship. All Services provided by Seller will be performed by appropriately qualified and competent personnel in a professional manner using the highest standards of quality and workmanship. If Seller encounters unknown or latent conditions which could impair the performance or quality of Goods or Services, Seller will give immediate notice of the nature of such condition to Buyer. Seller will obtain from subcontractors and vendors, for Buyer's benefit, all available warranties and guarantees with respect to design, materials, workmanship, equipment, and supplies provided. If a subcontractor or vendor seeks to defend on grounds that Seller committed error, Buyer may enforce this warranty against Seller and Seller will resolve all such issues with the subcontractor/vendor. This warranty will survive Buyer's acceptance of Goods or Services.

9. **DEFAULT; REMEDIES:** Each of the following constitutes an event of "Default" by Seller: (a) failure to complete Services or deliver Goods within the time or with the quality specified or guaranteed in this Agreement; (b) failure to comply with any provisions of this Agreement, including breach of any warranty or guarantee; (c) if Seller is, or admits in writing that it is, or is declared to be, or is taken under any applicable law to be (for any purpose), bankrupt, insolvent, or unable to pay its debts as and when they fall due, including as a result of a failure to comply with a creditor's statutory demand; (d) if a controller (as defined in section 9 of the Corporations Act 2001 (Cth)), receiver, receiver and manager, voluntary administrator, liquidator, provisional liquidator, scheme administrator, or similar officer is appointed in respect of Seller or any asset of Seller; (e) an application (not withdrawn or dismissed within 7 days) is made to a court for an order, an order is made, a meeting is convened or a resolution is passed, for the purpose of appointing a liquidator to Seller or for the winding up of Seller; (f) Seller proposes any moratorium or arrangement with creditors for the purposes of deferring or compromising debts owed by it; or (g) anything analogous to anything referred to in subsections (c) to (f) inclusive, or which has a substantially similar effect, occurs with respect to Seller under any law. Upon Seller's Default, Buyer may immediately, in addition to any other right or remedy it may have at law or in equity: (i) terminate the relationship and/or any pending Orders with Seller and obtain a return of all money already paid to Seller for Goods and Services not yet provided, or, at its sole option and without liability to Seller, suspend Services or delivery of Goods and/or exclude Seller from Buyer's premises until Seller provides satisfactory evidence that such Default has been cured; (ii) take possession of any of Buyer's samples and materials held by Seller; (iii) finish Services or correct any non-conformity at Seller's expense by whatever method Buyer deems expedient; (iv) reject, repair, or replace non-conforming Goods or Services or procure same or similar Goods or Services from another source, in which case Seller will be liable to Buyer for any additional costs or expenses incurred by Buyer; or (v) require Seller to correct or cure any non-conformity at Seller's expense. Seller agrees to cooperate with Buyer in any way reasonably required to complete Services or purchase replacement Goods. In such case, Buyer will pay for that portion of Services previously completed by Seller, subject to the terms and provisions above. In addition to its other remedies, Buyer will have a right of set-off and may withhold from time to time out of monies due Seller, amounts sufficient to fully compensate Buyer for any loss or damage resulting from any Default or breach by Seller. As an alternative, Buyer may, in its sole discretion, extend the delivery or completion schedule or waive any deficiencies in performance; provided, however, that no such waivers or extensions will be binding unless in writing and signed by Buyer's authorized representative. Buyer will have the right at any time to require adequate assurances of Seller's performance. In any action or proceeding between the parties, the prevailing party will be entitled to recover all its legal fees, expenses, and other costs of litigation.
10. **LIENS:** Subject to Buyer's payment as provided in this Agreement, Seller will pay, satisfy, and discharge all mechanics', suppliers', materialmen's, and other liens, and all claims, obligations, and liabilities which may be asserted against Buyer or its property by reason, or as a result, of Seller's acts or omissions in providing Goods or performance of Services governed or controlled by this Agreement.
11. **LABOUR RELATIONS:** Seller will promptly make all reasonable efforts to prevent or resolve any strikes or other labour disputes among its employees or employees of its subcontractors. If a labour dispute occurs, Seller will take all reasonable actions to minimize any disruption of performance of Services. Seller will immediately advise Buyer in writing of any possible labour dispute which may affect performance of Services.
12. **COMPLIANCE WITH LAWS**: In the performance of this Agreement, Seller will comply with all applicable Commonwealth, Territory, state, and local laws, codes, regulations, and ordinances, including but not limited to all applicable: (a) environmental laws; (b) international trade laws, including but not limited to laws and regulations regarding export controls, economic sanctions, trade embargoes, anti-boycott restrictions, and anti-corruption laws, including but not limited to the Australian Criminal Code, U.S. Foreign Corrupt Practices Act (as amended), the United Kingdom Bribery Act; (c) obligations under the Fair Work Act (Cth.) 2009, HS Legislation and workers compensation legislation; (d) laws and regulations addressing human trafficking, slavery, and modern slavery; (e) equal employment opportunity laws, regulations, and requirements prohibiting discrimination against any person because of race, religion, national origin, age sex, sexual orientation, marital status, pregnancy, disability, or any other ground prohibited under any applicable discrimination legislation; and (f) international human rights standards, including but not limited to the United Nationals Universal Declaration of Human Rights, the International Labour Organization Conventions and the International Covenant on Civil and Political Rights. Seller will take reasonable measures to ensure that those who supply components or materials incorporated into Goods supplied to Buyer also comply with such laws and regulations. Seller will obtain, at its sole expense, all necessary permits and licenses before beginning Services and make copies of all such permits and licenses available to Buyer upon request. If Services involve or require Seller to transport or dispose of any material or waste, before beginning Services, Seller will provide Buyer with copies of all applicable or required permits and licenses

and notify Buyer in writing of the final and any interim destination of material or waste, including in such notice verification that the place of disposal is validly authorized and permitted to accept the material or waste.

13. **CONTROLLING LAW; CONSENT TO VENUE; DISPUTE RESOLUTION**: This Agreement and all rights and obligations hereunder will be governed by and construed in accordance with the laws of the State of Victoria, Australia, without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. All disputes, claims, and controversies ("Disputes") between the parties arising out of or relating to this Agreement, including but not limited to Disputes based on or arising from an alleged tort, will be resolved by binding arbitration in accordance with the ACICA Arbitration Rules. The seat and the place of arbitration will be Sydney, Australia. The arbitration will be conducted in English. This arbitration agreement will be governed by the law applying in Victoria, Australia. Notwithstanding the foregoing, Buyer reserves the right to resolve or bring any Dispute in a court of competent jurisdiction in the courts of Victoria, Australia, to which jurisdiction each party hereby irrevocably submits. Each party waives any objection or defence that it is not personally subject to the jurisdiction of the courts of Victoria, Australia; that venue of the action is improper; and that the action, suit, or proceeding is brought in an inconvenient forum. In addition to any other mode of service of process authorized by law, each party consents to service of process by registered or certified mail. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY.

14. **MISCELLANEOUS**

14.1. No waiver of any provision, right, or remedy contained in this Agreement, including the terms of this Section, is binding on, or effective against, a party unless expressly stated in writing and signed by such party's authorized representative. Each party agrees that no right or remedy provided for in this Agreement can be waived through course of dealing, course of performance, or trade usage and that reliance on any waiver without the other party's written consent is unreasonable. Waiver of any breach will be limited to the specific breach so waived and will not be construed as a waiver of any subsequent breach. A party's approval or consent to any action proposed by the other will not be considered an agreement to the propriety, fitness, or usefulness of the proposed action, and will not affect the proposing party's obligation to strictly comply with this Agreement and all related Orders.

14.2. Seller may not assign this Agreement, or any Order issued under this Agreement, or subcontract or delegate any part of Services to be performed on Buyer's premises without Buyer's prior written consent. Consent will not relieve Seller from any obligations under this Agreement or any Order. Any transferee or subcontractor will be considered Seller's agent and, as between Buyer and Seller, Seller will remain liable as if no such transfer or subcontract had been made. Any attempted assignment, subcontract, or delegation in violation of this Section is void; however, this Agreement and the terms and conditions contained herein are enforceable against Seller's successors and permitted assigns.

14.3. Buyer's remedies under this Agreement are cumulative and in addition to any other remedies available to Buyer, whether at law, equity, or otherwise.

14.4. If any provision or part of a provision in this Agreement is held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions of the Agreement will remain in full force and effect.

14.5. At all times, Seller will be an independent contractor with respect to Goods and Services and not an agent or employee of Buyer. Any Services provided by Seller will be carried on by Seller according to its own methods subject only to specifications and agreements outlined in this Agreement or any applicable Order. Seller will have full and exclusive control of its employees engaged in performance of Services or manufacture and/or delivery of Goods.

14.6. Any notice, request, demand, or other communication from one party to the other required or permitted to be given under this Agreement will be sent to the address for each party indicated on the applicable Order and (i) delivered in person; (ii) sent by overnight service (signature required); or (iii) sent via email with confirmation of delivery. All notices will be effect on the date of receipt. Parties may change such notice addresses upon written notice to the other party. In the case of notice to Buyer, please also send a copy to:

Name: Manchester Tank & Equipment Pty. Ltd.
Address: 21 McMillan Road, Echuca, Victoria. 3564
Email: accounts@mantank.com.au

14.7 Other than as set forth in this Agreement, neither party will be liable for delays in performance caused by acts of God, strikes or labour disturbances, pandemics, or epidemics, or other delays in performance due to any event beyond the party's control. If any such event occurs, the period for the party's performance affected by the event will be extended for such period as reasonably required under the circumstances.

14.8 No provision of this Agreement may be construed against either party as the drafting party. The English language version of this Agreement will govern over any translations.