THESE ARE THE ONLY EXPRESS TERMS, CONDITIONS AND WARRANTIES UPON AND SUBJECT TO WHICH GOODS MAY BE SOLD BY SELLER TO BUYER. THEY MAY BE VARIED OR WAIVED BY SELLER ONLY IN WRITING. BUYER SHOULD NOT RELY ON ANY PROMISE, REPRESENTATION, ADVICE OR WARRANTY OTHER THAN THOSE CONTAINED HEREIN. SELLER WILL NOT BE LIABLE IN ANY WAY WHATSOEVER TO BUYER OTHER THAN IN ACCORDANCE WITH THESE EXPRESS TERMS AND CONDITIONS AND ANY STATUTORY GUARANTEES AND ANY TERMS AND CONDITIONS WHICH MAY BE IMPLIED BY LAW WHICH CANNOT BE MODIFIED OR WAIVED. SELLER EXPRESSLY OBJECTS TO AND REJECTS ALL TERMS NOT CONTAINED IN THIS AGREEMENT. SELLER'S ACCEPTANCE OF ORDERS, WHETHER ORAL OR WRITTEN, AND/OR ITS DELIVERY OF GOODS TO BUYER IS BASED ON THE EXPRESS CONDITION THAT BUYER AGREES TO ALL OF THESE TERMS AND CONDITIONS. UNLESS EXPRESSLY AGREED BY THE PARTIES IN WRITING, THE TERMS OF ANY DOCUMENTS PROVIDED BY BUYER, INCLUDING BUYER'S PURCHASE ORDER TERMS AND CONDITIONS OR ANY OTHER COMMERCIAL AGREEMENT, ARE EXCLUDED AND WILL NOT BE INCORPORATED INTO THESE TERMS AND CONDITIONS NOTWITHSTANDING THAT THOSE DOCUMENTS MAY HAVE BEEN PROVIDED TO SELLER PRIOR TO OR AFTER EXECUTION OF THESE TERMS AND CONDITIONS, OR IF THOSE DOCUMENTS PURPORT TO OVERRIDE OR SUPERSEDE THESE TERMS AND CONDITIONS.

BUYER'S STATUTORY RIGHTS. These terms and conditions will not exclude, limit, restrict, or modify the rights, entitlements, and remedies conferred upon Buyer, or liabilities imposed on Seller, by any statutory guarantee or any condition or warranty implied by a Commonwealth, State, or Territory Act or Ordinance, rendering void or prohibiting such exclusions, limitation, restriction, or modification.

1. **GENERAL**. In these terms and conditions: a) "Seller" means Manchester Tank & Equipment Pty. Ltd. b) "Buyer" means the addressee of this document or quotation. c) "Agreement" means any terms and conditions set out in or accompanying Seller's tender or quotation, together with these terms and conditions and, IN THE EVENT OF ANY INCONSISTENCY, THE FORMER WILL PREVAIL. d) "Goods" means all items of material or equipment provided by Seller to Buyer under this Agreement. e) "Services" means all Services provided by Seller to Buyer under this Agreement.
2. **QUOTATIONS.** Unless otherwise stated, Seller's tender or quotation will be valid for a period of thirty (30) days from date of issue, after which time acceptance of any order placed is subject to Seller's written confirmation. The date of acceptance will be the date on which written notice of acceptance by Buyer of a tender or quotation is received by Seller.
3. **PRICE.** Unless otherwise stated, all prices quoted are EXW (Ex Works) Seller's works/despatch centre (per Incoterms® 2020) and do not include freight, insurance, or sales taxes. The Agreement price is based on the cost from Seller's suppliers or subcontractors, and if variations occur prior to delivery, Seller may amend the Agreement price by providing notice to Buyer in writing prior to any amendment. When applicable, tax will be charged to Buyer at the rate ruling at the date of invoice.
4. **DELIVERY**. Availability of Goods is as quoted subject to receipt of prior orders. Seller will make every reasonable endeavour to complete delivery within the period stated but will have no liability for delay in delivery. Seller will notify Buyer if it anticipates that delivery will be delayed beyond a reasonable time. Unless otherwise agreed in writing, Seller will not accept cancellation of an order due to late delivery, nor will it be liable for consequential damages of any kind arising out of late delivery or non-delivery, unless such liability cannot be excluded by law. Delivery may be made in one or more parcels and at different times or by separate shipments or deliveries. Each parcel will form a separate contract and will be accepted and paid for accordingly, notwithstanding late delivery or non-delivery of any parcel.
5. **TERMS OF PAYMENT.** Terms of payment for approved credit accounts are as specified in orders. For non-account buyers, terms are nett cash on delivery. For extended delivery contracts or for Goods engineered to Buyer's specification, progressive payments will be required, and such terms will be stated on the quotation. Seller reserves the right to charge, and Buyer must pay, interest up to 1.5% per month on overdue accounts or the maximum amount allowed by law. Credit facilities may be withdrawn at Seller's discretion without notice, following any breach of any terms or conditions by Buyer.
6. **PASSING OF TITLE AND REPOSSESSION**.
    6.1. Title to Goods will not pass to Buyer until Seller has received full payment. Buyer will indemnify Seller against all loss or damage to Goods from whatever cause occurring after delivery and Seller will not be under any obligation to give any statutory notice or other notice that it accepts no responsibility.
    6.2. If Buyer fails to pay for Goods in full by the due date or if Buyer becomes bankrupt or commits any act of bankruptcy or compound with its creditors or goes into liquidation, whether voluntary or otherwise, or has a receiver appointed, Seller is irrevocably authorised at any time thereafter to enter any premises where Goods are situated and to take possession of and remove the same.
7. **FORCE MAJEURE**. Seller will not be responsible for any loss, damage, or delay arising from any causes beyond its control ("Force Majeure"), including but not limited to strikes or lock-outs; unavailability of raw materials; riots; fires; floods; breakdowns; Act of God or governments; pandemic or epidemic; or any other event beyond Seller's control, whether these factors affect Seller or its suppliers and whether occurring within or outside of Australia.
8. **INSPECTION AND CLAIMS FOR DEFECTIVE DELIVERY.** Subject to the rights conferred on a consumer under Schedule 2 to the Competition and Consumer Act 2010 (as amended) ("Australian Consumer Law") where such is applicable, Buyer is responsible for immediate examination of Goods on delivery, and any deficiency or damage must be reported to Seller in writing within seven (7) days of receipt; otherwise, all claims for such damage or deficiency are waived.

9. **RETURN OF GOODS**. Subject to the rights conferred on a consumer under the Australian Consumer Law, where such is applicable to the return of Goods, when Goods are returned to Seller for any reason, Buyer must work with Seller to make prior arrangements for their return. Unless such prior arrangements are made, Seller will not accept any responsibility or liability for Goods returned unless such obligation is implied by law. If Buyer wants credit for the Goods returned, Buyer must advise Seller of the date, delivery point, and document numbers relating to the original delivery and provide proof of delivery to Seller. Returned Goods must be in good order and condition. If Buyer returns Goods for reasons other than defective delivery, warranty, or failure to comply with a consumer guarantee under the Australian Consumer Law, unless other arrangements are made, the credit allowable will not exceed 80% of the net invoice value of the Goods at date of delivery. Except in the case of defective delivery, Buyer is responsible for all freight and cartage charges to Seller's facility.
10. **ALTERATIONS & ADDITIONS**. If, after commencement of design, production, or manufacture by Seller, Buyer requests any specification changes, the cost of such changes will be borne by Buyer, and Seller may adjust the delivery time.
11. **QUALITY AND TECHNICAL INFORMATION.** Unless otherwise specified in Seller's quotations or order confirmation, all Goods will be of standard design and manufacture, and according to the quoted standards, carefully inspected, and, where applicable, submitted to Seller's standard tests at the works before despatch. Specifications, drawings, and particulars of weights and dimensions specified by Seller are approximate only. Descriptions and illustrations contained in catalogues, price lists, and other written material are intended merely to present a general idea of the Goods described or illustrated therein and will not form part of any contract.
12. **WARRANTY WHERE BUYER ACQUIRES GOODS AS A "CONSUMER".** Where Buyer acquires Goods as a "consumer" under the Australian Consumer Law:
    12.1. **Statutory Warranty:** Goods come with guarantees that cannot be excluded under the Australian Consumer Law. Buyer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. Buyer is also entitled to have Goods repaired or replaced if Goods fail to be of acceptable quality and the failure does not amount to a major failure. Seller will also conform to the general conditions outlined for the supply of Plant and Machinery for Export prepared under the auspices of the United Nations Economic Commission for Europe, Geneva, March 1953. In addition to all rights and remedies to which Buyer may be entitled under the Australian Consumer Law and any other relevant legislation, Seller also provides the express warranty set out below. This express warranty is given by:
    Name: Manchester Tank & Equipment Pty. Ltd.
    Address: 21 McMillan Road, Echuca, Victoria. 3564
    Email: sales@mantank.com.au
    12.2. **Express Warranty:** Seller warrants that Goods will be of the kind described in this Agreement and free from defects in material and workmanship under conditions of normal use. Seller reserves the right to make any modifications required by production conditions to the information set forth in Seller's catalogues and advertising literature. To the extent permitted by law, Seller will not be liable or responsible for any defects (A) attributed to normal wear and tear, erosion or corrosion, improper storage, use, or maintenance, or use of Goods with incompatible products, or (B) in any part of Goods manufactured by others. If (B) above is applicable, Seller will, as an accommodation to Buyer, assign to Buyer any warranties given to it by any such other manufacturers; provided, however, that the foregoing will not extend Seller's warranty to any accessory products unless Seller specifically agrees in writing. All express warranties are void if Goods are modified or used in conjunction with products or accessories not manufactured or approved by Seller or which are incompatible with Goods. This express warranty does not cover failure of any part manufactured by others, failure of any part from external forces, including but not limited to corrosive soils, earthquake, installation, vandalism, vehicular or other impact, application of excessive torque to the operating mechanism, frost heave, or other Force Majeure. Any claim by Buyer under any of the express warranties provided with reference to the Goods for any cause will be deemed waived by Buyer unless submitted to Seller in writing within ten (10) days from the date Buyer discovered, or should have discovered, any claimed breach. Buyer will give Seller an opportunity to investigate. If Buyer gives prompt notice of any defect and an opportunity to inspect the alleged defect as provided above, Seller will, in its sole discretion either: (i) repair the defective or non-conforming Goods; (ii) replace nonconforming Goods, or part thereof, which are sent to Seller by Buyer within sixty (60) calendar days after receipt of the Goods at Buyer's plant or storage facilities; or (iii) if Seller is unable or chooses not to repair or replace, return the purchase price paid and cancel any obligation to pay unpaid portions of the purchase price of nonconforming Goods. In no event will any obligation to pay or refund exceed the purchase price actually paid. Repair and/or replacement as provided above will be shipped EXW (Ex-Works) Seller's facility (per Incoterms® 2020) unless otherwise agreed in writing by Seller. Buyer will prepay all transportation charges for the return of all or part of Goods to Seller, unless otherwise agreed in writing by Seller. Seller will not be responsible for any labour, removal, or installation charges that may result from, repair and/or replacement of any Goods. Buyer's remedy and Seller's liability for any loss, damage, injury, or expense of any kind arising from the manufacture, delivery, sale, installation, use, or shipment of the Goods will be the remedies described above. Seller's express warranty does not cover consequential damages resulting from failure of parts or Goods or subsequent expenses or losses.
    12.3. The benefits conferred by the warranties in this Section 12 are in addition to all non-excludable rights and remedies covered by the Australian Consumer Law and any other statutory rights to which Buyer may already be entitled. This warranty does not exclude, restrict, or modify any such rights or remedies that are implied by law.

12.4. To the extent permitted by law and subject to Section 12.5, Seller's liability to Buyer for any non-compliance with a statutory guarantee or loss or damage arising out of or in connection with the supply of Goods or Services under this Agreement or any breach by Seller of this Agreement, whether for breach of a term or terms of this Agreement, statute, custom, or law, or arising in tort (including negligence), or on any other basis, is limited to:

12.4.1. in the case of Services:

12.4.1.1. the resupply of the Services; or

12.4.1.2. the payment of the cost of resupply; and

12.4.2. in the case of Goods:

12.4.2.1. the replacement of the Goods or the supply of equivalent Goods; or

12.4.2.2. the repair of the Goods; or

12.4.2.3. the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or

12.4.2.4. the payment of the cost of having the Goods repaired.

12.5. Section 12.4 is not intended to have the effect of excluding, restricting, or modifying:

12.5.1. the application of all or any of the provisions of Part 5-4 of the Australian Consumer law; or

12.5.2. the exercise of a right conferred by such a provision; or

12.5.3. any liability of Seller in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the Australian Consumer Law to a supply of Goods or Services.

13. **WARRANTY WHERE BUYER ACQUIRES GOODS NOT AS A "CONSUMER".** Where Buyer acquires Goods NOT as a "consumer" under the Australian Consumer Law (e.g., acquiring Goods for the purposes of re-supply by way of sale or lease of Goods), to the extent permitted by law, the express warranties in Section 12.2 are exclusive and in lieu of all other warranties, express or implied by law or statute or arising from trade usage or course of dealing.

14. **COMPLIANCE WITH LAWS**

14.1. Each party represents and warrants, in connection with transactions contemplated by this Agreement, and any other agreement contemplated by or entered into pursuant to this Agreement, that it will comply with all applicable governmental laws, regulations, and orders, including but not limited to all applicable: (A) laws and regulations regarding export controls, economic sanctions, trade embargoes, anti-boycott restrictions, anti-money laundering laws, and anti-corruption laws, including but not limited to Divisions 70, 141 and 142 of the Australian Criminal Code Act 1995 (Cth), the U.S. Foreign Corrupt Practices Act (as amended) and the United Kingdom Bribery Act ("Applicable International Trade and Anti-Corruption Laws"); (B) laws and regulations addressing human trafficking and slavery; and (C) equal employment opportunity laws, regulations, and requirements and laws and regulations prohibiting discrimination against any person because of veteran status, disability, race, creed, colour, national origin, religion, age, or sex in any term or condition of employment.

14.2. Each party acknowledges and confirms that it and its officers, directors, employees, agents, contractors, designees, and/or any other party acting on its behalf ("Related Parties") are familiar with the provisions of the Applicable International Trade and Anti-Corruption Laws.

14.3. Each party agrees to indemnify, defend, and hold harmless the other party and its employees from and against all claims, demands, costs, penalties, and fines arising in connection with any alleged breach by the indemnifying party or any of its Related Parties of this Section 14.

14.4. Seller may terminate this Agreement entirely without liability to Buyer if Seller believes in good faith that Buyer or any of its Related Parties has violated or intends to violate this Section 14.

15. **NO LIABILITY FOR INDIRECT OR CONSEQUENTIAL LOSS OR NEGLIGENCE**. To the extent permitted by law, in no event will Seller be liable for any contingent, consequential, indirect, special, punitive, or other similar damages or for any injury to person or property, whether arising under a breach of warranty or contract, or negligence (commission, omission, or advice) or other tort, strict liability, or otherwise and however caused.

16. **PATENTS.** If any claim is made against Buyer based on a claim that any Goods constitute an infringement of any patent, Buyer will notify Seller immediately. Seller may, with Buyer's assistance, if required, but at Seller's expense, conduct settlement negotiations or defence of any litigation. If any Goods are held to infringe any patent, and their use is prohibited by court order or, if as a result of a settlement, Seller considers their continued use unadvisable and, provided that Buyer has given Seller the immediate notice required above and has used the Goods only in accordance with the provisions of this Agreement and has not altered or changed them in any material way, Seller will, at its option and expense, procure for Buyer the right to continue using Goods, modify Goods so that they become non-infringing, replace Goods with non-infringing Goods of substantially equal quality, or replace Goods and refund the purchase price, less reasonable depreciation. The foregoing states Seller's entire liability for patent infringement.

17. **WAIVER**. No waiver of any provision, right or remedy contained in this Agreement, including the terms of this Section 17, 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 by a party 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.

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

effect. 17. GOVERNING LAW. This Agreement and all rights and obligations hereunder will be governed by, and construed in accordance with, the laws applying in 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. In addition to any other mode of service of process authorized by law, Buyer consents to service of process by registered or certified mail.

19. **ARBITRATION; DISPUTE RESOLUTION**. All disputes, claims, and controversies ("Dispute") between the parties arising out of or relating to this Agreement (including but not limited to any question regarding the existence, validity, or termination of this Agreement and any Dispute based on or arising from an alleged tort) will be resolved in accordance with the procedure set out in this Section 19. All Disputes will be resolved by arbitration in accordance with the ACICA Arbitration Rules. The seat and the place of arbitration will be Sydney, Australia. The language of the arbitration will be English. This arbitration agreement will be governed by the law applying in Victoria, Australia. Enforcement of any arbitration decision will be within jurisdiction of the Victorian Courts.
20. **NOTICES**. 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 Seller, please also send a copy to:

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

21. **MISCELLANEOUS**.
    21.1. Buyer may not assign this Agreement or any rights or obligations hereunder without Seller's prior written consent. Any attempted assignment in violation of this Section is void; however, this Agreement and the Terms and Conditions of Sale contained herein are enforceable against Buyer's successors and permitted assigns.
    21.2. Seller's remedies in this Agreement are cumulative and in addition to any other remedies available to Seller, whether at law, equity, or otherwise.
    21.3. 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.
    21.4. Each party is an independent contractor with respect to this Agreement and not an agent or employee of the other party.