

OFFER OF SALE - TERMS AND CONDITIONS

These terms and conditions govern the offer and sale of all Goods and Services by Ecotech Pty Ltd (ABN 32 005 752 081)(ACOEM) to the Buyer. Capitalized terms used in these Terms are defined below.

1. **Acceptance of Terms.** Unless other terms are specified in ACOEM's Quotation or Invoice, these Terms govern the offer and sale of all Goods and Services provided by ACOEM to the Buyer. Any terms and conditions of sale contained in any purchase order or otherwise notified to ACOEM will only apply if and to the extent that they are accepted in writing by ACOEM. By placing an Order, Buyer accepts these Terms.
2. **Orders.** Each Order is subject to acceptance or rejection by ACOEM and is not binding on ACOEM until it's written acceptance or performance of it (whichever occurs first).
3. **PRICE VARIATION.** The prices quoted by ACOEM are based on the quantities provided and stated in the quotation. ACOEM reserves the right to amend the prices should there be any variation between the ACOEM quoted quantity and Buyer's purchased quantity.
4. **CURRENCY VARIATION.** Where currency exchange rates are quoted on ACOEM's quotation, the prices will be adjusted at the date of invoice of the Goods to reflect any change in the exchange rate from the date of the quotation to the date of invoice. All changes in the stated exchange rate will result in a variation unless otherwise agreed to in writing.
5. **GOODS AND SERVICES TAX (GST).** Unless expressly stated otherwise, prices quoted do not include GST. In respect of each supply the Buyer agrees that if any supply is a taxable supply the Price will be increased by an amount determined at ACOEM's discretion, being not greater than the Price multiplied by the prevailing GST rate (expressed as a decimal) (**GST Amount**) and the Customer will be required to pay to ACOEM the GST Amount for a supply at the time and in the same manner for payment of the Price.
6. **ORDER CANCELLATIONS.** The Buyer may not cancel an Order without ACOEM's prior written consent which may be withheld in its absolute discretion. If the Buyer cancels and order with ACOEM's prior written consent the Buyer must also pay to ACOEM the following:
 - (a) For a Standard Product - A cancellation fee being 20% of the Price of the Goods being cancelled unless a formal Change Order is received at least thirty (30) days prior to scheduled shipment.
 - (b). For a Custom Product -A cancellation fee of 20% of the Price of the Goods being cancellation plus the cost of all work in process, freight and cost of any material unique to those Goods.
7. **DELIVERY, ACCEPTANCE & CHARGES.** ACOEM will use commercially reasonable efforts to meet delivery estimates but cannot accept any liability whatsoever for failure to do so. Any terms as to the time of delivery of any Goods between ACOEM and the Buyer are not of the essence. ACOEM will not be liable for any Loss incurred or suffered by the Buyer as a result of any delay in delivery of Goods. Failure to meet a delivery date shall not prejudice any contracts as regards to other deliveries. ACOEM will deliver the Goods EX Works, Seller's nominated facility (INCOTERMS® 2020). Buyer will pay all freight, insurance, and other shipping expenses, as well as any special packing expenses. ACOEM may deliver partial shipments of Goods and invoice for each partial delivery. The Buyer may not reject Goods on the basis of partial or late delivery. Buyer is deemed to have accepted the Goods upon delivery unless Buyer notifies ACOEM in writing of any loss, damage, shortage or other non-conformity within 7 days from the date of delivery. Buyer may not suspend or delay delivery of the Goods. If Buyer fails to accept delivery of Goods, ACOEM may store or arrange storage of the Goods at Buyer's risk and expense. Buyer must promptly pay for the costs of storage and insurance of the Goods where the Buyer fails to accept delivery. ACOEM will not accept any returns of Goods without its prior written approval.
8. **RETURNS.** Returns of goods can only be accepted, with ACOEM's prior agreement in writing and subject to ACOEM's inspection. The return of Goods will not be accepted where goods were specifically manufactured or altered to meet the Buyer's specifications. Return of Goods will not be accepted in any event after 30 days from date of invoice. The Buyer will be bear all costs incurred for returned goods such as freight and inspection which will be charged to the customer.
9. **LIMITED WARRANTY.** ACOEM warrants solely to Buyer for the Warranty Period that the Products will materially conform with any specifications accepted by ACOEM in the Order or, if none have been accepted, any specifications

provided by ACOEM in writing to the Buyer (Limited Warranty). Other than the Limited Warranty and those rights and remedies that the Buyer has in respect of the Products under the Competition and Consumer Act 2010 (Cth) and similar state and territory laws and which cannot be lawfully excluded, restricted or modified, all conditions and warranties, whether statutory or otherwise, are excluded in relation to the Goods, including without limitation the exclusion of any implied warranties of merchantability or fitness for a particular purpose. In the event of a breach of the Limited Warranty and the Buyer provides notice to ACOEM of the defect within the Warranty Period, ACOEM will at its option either replace or repair the Goods or refund the Buyer the amount actually paid for the defective portion of the Goods. The Buyer's rights under this clause shall be the Buyer's sole and exclusive remedy and constitute ACOEM's entire obligation and aggregate liability to the Buyer for any breach of the Limited Warranty. The Limited Warranty does not extend to apply to **(a) Goods or parts of Goods** which have been subject to abuse, misuse, neglect, accident, used other than for their proper purpose, used other than in accordance with any instructions or manuals provided by **ACOEM**, power reversal or improper installation; **(b) Goods or parts of Goods** damaged by improper operation, lightning or excessive power surges; or **(c) Goods or parts of Goods** which have been repaired or altered other than by personnel authorised by **ACOEM**, unless the **Buyer** has properly altered or repaired the **Goods** in accordance with procedures approved in writing by **ACOEM** prior to the alteration or repair.

PAYMENT. Buyer will pay all invoices within 30 days from date of invoice in U.S. dollars (or the currency indicated in the Invoice) in immediately available funds via wire transfer to an account designated ACOEM or by check payable to ACOEM. Payment will not be deemed to have been received until ACOEM has received cleared funds. If ACOEM delivers Goods to Buyer in tranches, Seller has the right to invoice Buyer for each tranche separately. Buyer will make all payments due in full without any deduction, set-off, counter-claim, discount, or abatement. Punctual payment is of the essence of each contract between ACOEM and the Buyer. If the Buyer fails to make a payment by the due date then, without affecting any other right or remedy available to ACOEM, ACOEM may: (a) suspend any further deliveries to the Buyer of any Goods; (b) charge the Buyer interest at an annual rate equal to the lesser of 18% per annum, accruing on a daily basis until payment is made or the maximum amount permitted by law; (c) enter the Buyer's premises and remove and take into its possession the Goods to which the overdue payment relates (and the Buyer hereby consents to such entry and to ACOEM taking any action necessary to take possession of such Goods and indemnifies ACOEM for any loss or damage incurred in taking such action); (d) take a general lien on all of the Buyer's property in ACOEM's possession to cover the amount unpaid; and/or (e) recover from the Buyer, in addition to the outstanding amount, all costs incurred by ACOEM in collection of the outstanding amount including, without limitation, all legal costs (on a solicitor and own client basis) and all debt collection agency costs.

10. **SECURITY.** Unless expressly agreed in writing by ACOEM, ACOEM is under no obligation to provide security for the performance of its obligations under this agreement. If ACOEM expressly agrees to provide security the form of the security is at ACOEM's discretion either a bank guarantee, letter of credit or other security reasonably accepted in the industry; the amount of the security will not exceed 5% of the total Price of the Goods; and 50% of the security will be returned to ACOEM on delivery of the Good and the remainder of the security will be returned at the end of the Warranty Period, unless agreed otherwise. The Buyer may only access the security if there is an amount due and payable by ACOEM to the Buyer under this agreement which is outstanding and 5 days written notice has been provided to ACOEM of the intention to access the security.
11. **RISK and TITLE.** The risk of loss or damage to the Goods will pass to Buyer when the Goods are delivered to Buyer or its agents or on delivery pursuant to any applicable Incoterm. Title to the Goods will pass to Buyer when ACOEM has received payment in full for the Goods. Until title has passed to Buyer, Buyer will hold the Goods on a fiduciary basis as ACOEM's bailee. Buyer represents that it has adequate insurance to cover the risk of loss or damage to the Goods. ACOEM warrants that title to the Goods passes to Buyer upon its receipt of payment for the Goods unencumbered and free of any security interest.
12. **LIABILITY LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THESE TERMS TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) IN NO EVENT WILL ACOEM OR ITS SUPPLIERS BE LIABLE TO BUYER OR ANY THIRD PARTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS), AS A RESULT OF THE OFFER, SALE OR USE OF GOODS, UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, NEGLIGENCE, TORT, WARRANTY OR OTHER WRONGFUL ACT OR OMISSION OF ACOEM AND EVEN IF ACOEM HAS BEEN ADVISED

OF THE POSSIBILITY OF SUCH DAMAGES AND (B) ACOEM'S TOTAL LIABILITY FOR ALL CLAIMS IN AGGREGATE WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL PRICE PAID TO ACOEM PURSUANT TO THE ORDER UNDER WHICH LIABILITY AROSE.

13. **INDEMNITY.** To the fullest extent permitted by applicable law, Buyer will defend, indemnify and hold harmless ACOEM, its subsidiaries, affiliates, parents, partners, their successors and assigns and each of their respective past and present directors, officers, employees and agents (collectively **Seller Indemnitees**) from and against any and all losses, damages, liabilities, demands, claims, actions, judgments, charges, court costs, and legal or other expenses, including, without limitation, reasonable attorneys' fees (**Liabilities**), which Seller Indemnitees may sustain, incur or become liable for in defending or compromising any suit, action, or other proceeding arising out of, related to, or in any way connected with Buyer's purchase, sale, or use of the Goods, including, but not limited to, Buyer's misuse of such Goods, environmental claims resulting from Buyer's use of the Goods, or any other acts or omissions, wilful misconduct or negligence, whether active or passive, on the part of Buyer; provided, however, Buyer will have no indemnity obligations under this paragraph for any Liabilities caused by the wilful misconduct or negligence of a Seller Indemnitee.
14. **FORCE MAJEURE.** ACOEM is not liable for delay or failure to perform any of its obligations by reason of events or circumstances beyond its reasonable control (**Force Majeure**). Such circumstances include without limitation: accidents, labour disputes or stoppages, government acts or orders, acts of nature, pandemics, epidemics, other widespread illness, or public health emergency, delays or failures in delivery from carriers or suppliers, shortages of materials, war (whether declared or not) or the serious threat of same, riots, rebellions, acts of terrorism, fire or any reason whether similar to the foregoing or otherwise. ACOEM will resume performance as soon as practicable after the event of Force Majeure has been removed. All delivery dates affected by Force Majeure shall be suspended for the duration of the event of Force Majeure and rescheduled at mutually agreed dates as soon as practicable after the Force Majeure condition ceases to exist. Force Majeure shall not include financial distress, insolvency, bankruptcy, or other similar conditions affecting one of the parties, its affiliates and/or subcontractors.
15. **INTELLECTUAL PROPERTY.** All right, title, and interest in, and all intellectual property rights consisting of or subsisting in, Goods or any part of any of them (in print or machine-readable forms) belongs to ACOEM or its third-party suppliers. The Buyer acquires no ownership of copyright or other intellectual property rights, or any proprietary interest in any intellectual property right in the Goods or any part of any of them, or in any materials provided as part of the Goods or services provided by ACOEM. The Buyer may use the data and reports which form part of, are created by, or are created or provided as part of, Goods for the purpose for which the data or reports were created or provided.
16. **WAIVER and SEVERABILITY.** If any provision of these terms and conditions is void, voidable, unenforceable, illegal, prohibited or otherwise invalid in a jurisdiction, in that jurisdiction the provision must be read down to the extent it can be to save it but if it cannot be saved by reading it down, words must be severed from the provision to the extent they can be to save it but if that also fails to save it the whole provision must be severed. That will not invalidate the remaining provisions of these terms and conditions nor affect the validity or enforceability of that provision in any other jurisdiction where it is not invalid.
17. **TERMINATION.** Either party may terminate this agreement if the other party breaches any term of this agreement and such breach is not remedied within 14 days of written notice by the first party. Either party may terminate this Agreement immediately on notice in writing to the other party if: (a) the other party becomes unable to pay its debts as they fall due, or threatens or resolves to become or is in jeopardy of becoming or subject to any form of insolvency administration, including receivership, liquidation, provisional liquidation, or being a natural person, bankruptcy; (b) the other party, being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving; (c) the other party, being a person, dies; or (d) the other party ceases or threatens to cease conducting its business in the normal manner. If notice is given by either party pursuant to this clause (a) ACOEM is entitled to retain any amounts paid by the Buyer pursuant to this agreement; (b) Buyer shall pay ACOEM for work performed up to the date of termination in respect of which no sum has been previously charged, at the rates specified in this agreement or if none are specified in respect of such work, at reasonable rates; (c) ACOEM may retake possession of any property of ACOEM in possession of the Buyer; (d) ACOEM shall be regarded as fully discharged from any further obligations under this agreement; and (e) GCG may require the Buyer to return or destroy any confidential information of ACOEM.

- 18. CONFIDENTIALITY.** Each party acknowledges that all information relating to a party's present or contemplated Goods, services, marketing and pricing strategies, customers, financial or contractual arrangements (including the terms of ACOEM's agreement with the Buyer) and affairs and business operations is commercially sensitive and confidential to that party (**Confidential Information**). Each party will keep, and use their best endeavours to ensure that its employees and agents keep, Confidential Information confidential and not use or disclose the Confidential Information to any person other than: (a) in confidence to that party's professional advisers to obtain professional advice; (b) as may be properly required for the purpose of the provision of the services and the performance of any obligations under ACOEM's agreement with the Buyer; (c) with the prior written consent of the other party, but subject to the terms of such consent; (d) as may be required by any law, rule, regulation or requirement of or any court of competent jurisdiction or stock exchange listing rules; or (e) if the Confidential Information is in the public domain otherwise than through breach of the agreement between ACOEM and the Buyer.
- 19. GENERAL.** The Buyer must not assign, transfer or otherwise dispose of any of the benefits or burdens of any contract with ACOEM without the prior written consent of ACOEM. ACOEM reserves the right to subcontract the supply and/or the delivery of Goods. The Agreement is governed and construed in accordance with the law of New South Wales. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales for determining any disputes or proceedings arising out of or in connection with this Agreement and to any courts competent to hear appeals from such courts.

20. DEFINITIONS

In these terms and conditions:

Buyer means any person or entity who orders or purchases goods from the Company from time to time.

ACOEM means Ecotech Pty Ltd (ABN 32 005 752 081).

Goods means the goods or services supplied or to be supplied by ACOEM to the Buyer from time to time.

Intellectual Property Rights

Loss means any delay, inconvenience, loss, liability, damage, expense or cost whatsoever and includes (without limitation) direct or consequential loss or damage.

Order means an order for Goods placed by the Buyer with ACOEM.

Terms means these Offer of Sale - Terms and Conditions.

Warranty Period means the period of [12 months] from the date that ECOEM delivers goods or provides services.