

[Insert usual purchase order form]

The parties agree that the Supplier is to provide the Products and the Services on the Sitech Solutions Pty Ltd Terms and Conditions of Sale, a copy of which is attached.

EXECUTED as a deed

Signed by Sitech Solutions Pty Ltd on / /20 by its duly authorised agent in the presence of:

Signed by the Customer on / /20 by:

^ _____
Signature of authorised agent

^ _____
Director

^ _____
Director/Secretary

^ _____
Signature of witness

^ _____
Full Name of authorised agent

^ _____
Full name of Director

^ _____
Full name of Director/Secretary

^ _____
Name of witness (print)

^ _____
Office Held

If a guarantee is required:

Signed by the Guarantor on / /20 in the presence of:

^ _____
Signature of witness

^ _____
Signature of Guarantor

^ _____
Name of witness (print)

SITECH Solutions Pty Ltd – Terms and Conditions of Sale

1 General

- (a) All Products and Services sold and supplied to the Customer by the Supplier are sold and/or supplied on these terms and conditions (**Terms**) and any document to which these Terms are attached (together the **Contract**).
- (b) These Terms prevail over any prior agreement, arrangement or understanding and over any terms and conditions of the Customer, whether incorporated into the Customer's response to a quote or other instructions given to the Supplier in relation to the supply and sale of the Products and Services to the Customer by the Supplier.

2 Ordering

- (a) The Customer has ordered the Services and the Products by giving the Supplier the Purchase Order and the Supplier has notified the Customer that the Supplier has accepted the Purchase Order.
- (b) The Supplier must endeavour to perform the Services in volumes and at times and locations acceptable to the Supplier.
- (c) Subject to payment of the Purchase Price:
 - (i) the Supplier sells to the Customer the Products contemplated by that order; and
 - (ii) the Customer buys the Products contemplated by that order for the Purchase Price.
- (d) The Customer acknowledges and agrees that commencement of provision of the Services and delivery of the Products may not occur for two weeks or such longer period acceptable to the Supplier from time to time.
- (e) The Customer acknowledges and agrees that the Customer must not rely on the accuracy or reliability of the Services provided or any results given by the Products and that any such outcomes need to be verified by appropriately qualified personnel of the Customer.
- (f) The Customer must:
 - (i) provide the Supplier with access to the Customer's premises to enable the Supplier to provide the Services;
 - (ii) provide the Supplier with such information and assistance necessary to enable the Supplier to provide the Services; and
 - (iii) cooperate with the Supplier and act reasonably in connection with this deed and receipt of the Services.
- (g) The Customer acknowledges and agrees that if the Customer does not comply with clause 2(f) then the Supplier is not obliged to endeavour to supply the Services to the Customer.

3 Fees and risk

- (a) The Customer must pay the Fees for the Services and the Purchase Price for the Products within 30 days of the provision of those Services and delivery of those Products by the Supplier.
- (b) If the Supplier agrees to perform any services in addition to the Services then those services will be performed under these terms and conditions and the Customer must pay the Supplier's then current fees for those services.
- (c) The Supplier must request a third party to deliver the Products to the address nominated by the Customer at the time the relevant order is made under clause 2(a).
- (d) The Customer bears the risk relating to the Products from the time the Purchase Order is accepted by the Supplier.

4 Retention of title

- (a) The Products delivered by the Supplier to the Customer under this deed remain the property of the Supplier until the Customer has paid all money due to the Supplier by the Customer in full.

- (b) Until property in the Products passes to the Customer, the Customer:
 - (i) is bailee of the Products for the Supplier;
 - (ii) must not deal with the Products contrary to the terms of this deed; and
 - (iii) irrevocably authorises the Supplier to enter, at any time, the premises where the Products are stored or are reasonably thought by the Customer to be stored, for the purposes of examination of the Products, and warrants that it has the capacity to grant that right of entry.
- (c) Upon taking possession of the Products, the Customer must store the Products:
 - (i) separately from other goods of the Customer, so that the Products are not mixed with those other goods; and
 - (ii) in such a way that the Products are recognisable as the property of the Supplier.
- (d) If the Customer fails to pay the Fees in relation to any Services or the Purchase Price in relation to any Product in accordance with clause 3(a) then, without limiting any other remedies available to the Supplier:
 - (i) the Supplier may defer provision of all Services and Products until the outstanding Fees or Purchase Price is paid;
 - (ii) the Customer's right to possession of the Products ends immediately;
 - (iii) the Supplier may recover possession of the Products; and
 - (iv) the Customer irrevocably authorises the Supplier to enter, at any time, the premises where the Products are stored or are reasonably thought by the Supplier to be stored, for the purposes of recovery of the Products, and warrants that it has the capacity to grant that right of entry.
- (e) The Customer is liable for, and indemnifies the Supplier from and against, all loss or damage (including legal costs) incurred or suffered by the Supplier however caused in connection with the Supplier exercising its rights under this clause 4 or attempting to do so.

5 Personal Property Securities Act

- (a) Capitalised terms in this clause that are not otherwise defined elsewhere in these Terms, have the same meaning as set out in the PPSA unless the context otherwise requires.
- (b) These Terms constitute a security agreement pursuant to the PPSA in relation to the Products supplied by the Supplier to the Customer and any Products that will be supplied in the future by the Supplier to the Customer.
- (c) The Customer acknowledges and agrees that a Security Interest (as that term is defined in the PPSA) may be registered by the Supplier in relation to the Products and the Proceeds arising in respect of any dealing in the Products in accordance with the PPSA (and in any other manner the Supplier considers appropriate).
- (d) The Customer agrees to do all such things and sign all such documentation and/or provide any further information (such information to be complete accurate and up-to-date in all respects) as are necessary and reasonably required to enable the Supplier to:
 - (i) acquire a perfected Security Interest in the Products and its Proceeds;
 - (ii) register a Financing Statement or Financing Change Statement;

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- (iii) ensure that the Supplier's security position, and rights and obligations are not adversely affected by the PPSA.
- (e) The Customer waives its rights to receive a copy of any Verification Statement after the registration of a Financing Statement or Financing Change Statement in respect of the Security Interest created by these Terms.
- (f) The Customer agrees to not:
 - (i) register a Financing Change Statement in respect of a Security Interest contemplated or constituted by these Terms; or
 - (ii) register or permit to be registered, a Financing Statement or a Financing Change Statement in relation to the Products in favour of a third party, without the Supplier's prior written consent.
- (g) For the purposes of section 20(2) of the PPSA, the collateral is the Products.
- (h) If Chapter 4 of the PPSA would otherwise apply to the enforcement of the Security Interest(s) created under these Terms, the parties agree that the following provisions of the PPSA will not apply or are waived, as the context requires:
 - (i) section 95 (notice of removal of accession to the extent that it requires the Supplier to give a notice to the Customer);
 - (ii) section 96 (retention of accession);
 - (iii) section 121(4) (notice to grantor);
 - (iv) section 125 (obligations to dispose of or retain collateral);
 - (v) sections 129(2), 129(3) and 130 (notice of disposal to the extent it requires the Supplier to give a notice to the Customer);
 - (vi) section 132(3)(d) (contents of statement of account after disposal);
 - (vii) section 132(4) (statement of account if no disposal);
 - (viii) section 135 (notice of retention);
 - (ix) section 142 (redemption of collateral); and
 - (x) section 143 (re-instatement of security agreement).
- (i) The Customer will not, without the prior written consent of the Supplier change its name, its details or initiate any change to any documentation registered under the PPSA pursuant to these Terms.
- (j) The Customer agrees that, until all monies owing to the Supplier are paid in full, it shall not sell or grant any other Security Interest in the Products or its Proceeds, without the prior written consent of the Supplier.
- (k) Unless otherwise agreed and to the extent permitted by the PPSA, the parties agree not to disclose information of the kind referred to in section 275(1) of the PPSA to an Interested Person, or any other person requested by an Interested Person. The Customer waives any right it may have, or but for this clause may have had, under section 275(7)(c) of the PPSA to authorise the disclosure of the above information.
- (l) If any provisions of these Terms are inconsistent with the PPSA, the PPSA shall prevail to the extent of that inconsistency.

6 Use of products

The Customer must only use the Products in accordance with the applicable Specification and any directions of the Supplier from time to time.

7 Warranties

- (a) The parties acknowledge and agree that the manufacturer of the Products may offer a limited warranty of up to two years in relation to the Products subject to conditions.

- (b) The Customer represents and warrants, and it is a condition of this deed, that:
 - (i) all information provided by the Customer or on the Customer's behalf to the Supplier is accurate and is not, whether by omission of information or otherwise, misleading;
 - (ii) the Customer has not withheld from the Supplier any document, information or other fact material to the decision of the Supplier to enter into this deed;
 - (iii) the Customer did not rely upon any representation made to the Customer by the Supplier or any Related Body Corporate of the Supplier (if any) prior to entry into this deed; and
 - (iv) any premises at which the Services are to be provided will be safe and secure for the Supplier's personnel.

8 Confidential information

The Customer agrees to keep the Fees for the Services and the Purchase Price of the Products confidential.

9 Liability

9.1 Limitation

- (a) Subject to clause 9.3, any liability of the Supplier for any loss or damage, however caused (including by the negligence of the Supplier), suffered by the Customer in connection with this deed is limited to resupply of the relevant Products or reperformance of the relevant Services.
- (b) The limitation set out in clause 9.3(a) is an aggregate limit for all claims, whenever made.
- (c) Any claim by the Customer against the Supplier for loss or damage however caused (including by the negligence of the Supplier), suffered by the Customer in connection with this deed must be made within one month of the Customer becoming entitled to make the claim and any claim not made within one month is absolutely barred.

9.2 Consequential Loss

Without limiting clause 9.3, for clarity the Supplier is not liable for any Consequential Loss however caused (including by the negligence of the Supplier), suffered or incurred by the Customer in connection with this deed.

9.3 Competition and Consumer Act

Certain legislation may imply conditions and warranties into these Terms. To the extent that any conditions warranties can be excluded lawfully, all such conditions and warranties are excluded. If the *Competition and Consumer Act 2010* (Cth) or any other legislation implies a condition or warranty into this deed in respect of goods or services supplied, and the Supplier's liability for breach of that condition or warranty may not be excluded but may be limited, the Supplier's liability for such breach is limited to, at the Supplier's option, in the case of a supply of goods, the Supplier replacing the goods or supplying equivalent goods or repairing the goods, or in the case of a supply of services, the Supplier supplying the services again or paying the cost of having the services supplied again.

10 Indemnity

The Customer is liable for, and indemnifies the Supplier from and against, all loss or damage (including legal costs) incurred or suffered by the Supplier however caused in connection with:

- (a) any breach of this deed by the Customer;
- (b) any claim by a third party against the Supplier in connection with receipt of the Services or Products supplied to the Customer under this deed;
- (c) any use of the Products other than in accordance with the Specification;

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- (d) personal injury or death of any person (including any employee of the Customer or the Supplier) in connection with receipt of the Services or the use of the Products;
- (e) damage to property in connection with receipt of the Services or the use of the Products; or
- (f) any act or omission of the Customer, its officers, employees or agents.

11 Intellectual property rights and rebranding

- (a) The Customer acknowledges and agrees that nothing in this deed grants the Customer any intellectual property rights (including copyright, trade marks, patents and designs) of the Supplier.
- (b) Subject to clause 9.3, the Customer acknowledges and agrees that the Supplier does not give any express or implied warranties in relation to the Products or the Services including any warranties in relation to:
 - (i) use of the Products or Services; or
 - (ii) exercise of any rights granted to the Customer under this agreement,not infringing any third party's intellectual property rights (including copyright, trade marks, patents and designs).
- (c) The Customer:
 - (i) must not reverse engineer the Products;
 - (ii) acknowledges and agrees that the Products are not defect free, and that the Products may contain defects that cause them to malfunction or not operate in the manner contemplated by any applicable Specification;
 - (iii) must immediately notify the Supplier if the Customer suspects that the Products infringe or may infringe any third party's intellectual property rights (including copyright, trade marks, patents and designs) and take any action required by the Supplier in connection with that infringement; and
 - (iv) acknowledges and agrees that if the Supplier suspects that the software infringes or may infringe any third party's intellectual property rights (including copyright, trade marks, patents and designs) then the Supplier may modify or replace the Products with alternative products or require the Customer to cease using the Products.
- (d) If the Products include any software:
 - (i) subject to the Customer paying the Purchase Price in accordance with clause 3(a), the Supplier grants the Customer a non-exclusive, non-transferable licence of copyright in the software in Australia that the Supplier is authorised to licence to:
 - (A) install and run the software for the purpose of using the Products; and
 - (B) make a reasonable number of copies of the software for backup purposes;
 - (ii) the Customer must not sublicense the rights granted under clause 11(d)(i) or use the software except in the manner permitted under clause 11(d)(i);
 - (iii) the Customer must not decompile or otherwise reverse engineer the software;
 - (iv) unless specified in the Purchase Order the Customer is responsible for installation of the software;
 - (v) the Customer acknowledges and agrees that the Supplier is not obliged to provide any upgrades or updates to the software;
 - (vi) the Customer acknowledges and agrees that the software is not error free, and that the software may contain errors that cause it to malfunction or not

operate in the manner contemplated by any applicable Specification;

- (vii) the Customer must immediately notify the Supplier if the Customer suspects that the software infringes or may infringe any third party's intellectual property rights (including copyright, trade marks, patents and designs) and take any action required by the Supplier in connection with that infringement; and

- (viii) if the Supplier suspects that the software infringes or may infringe any third party's intellectual property rights (including copyright, trade marks, patents and designs) then the Supplier may modify or replace the software with alternative software or require the Customer to cease using the software.

- (e) The Customer must not remove a Supplier Mark from a Product or represent that the Products are associated with any registered or unregistered trade mark other than a Supplier Mark.

12 Term and termination

12.1 Term

This deed commences on the Commencement Date and continues until the Supplier is of the opinion that the Products and Services have been provided to the Customer unless terminated earlier in accordance with this clause 12.

12.2 Termination for breach

If:

- (a) the Customer commits a breach of this deed; or
- (b) an Insolvency Event occurs in relation to the Customer,

then the Supplier may terminate this deed by written notice to the Customer in which case this deed will terminate on the date specified in that written notice or, if no date is specified, immediately.

12.3 Termination for convenience

The Supplier may terminate this deed at any time by written notice to the Customer in which case this deed will terminate on the date specified in that written notice or, if no date is specified, immediately.

12.4 Waiver and acknowledgement

- (a) The Customer expressly waives any rights it may have to terminate this deed.
- (b) The Customer acknowledges that the Supplier may terminate this deed under this clause 12 without considering the impact of the termination on the Customer.

12.5 After termination or expiry

- (a) On termination or expiry of this deed accrued rights or remedies of a party are not affected.
- (b) Termination of this deed will not affect clauses 5, 5, 6, 9, 10 and 11 and any other clause of this deed which is expressly or by implication intended to come into force or continue after termination.

13 Force majeure

The Supplier will not be:

- (a) in breach of this deed as a result of; or
- (b) liable for,
- (c) any failure or delay in the performance of the Supplier's obligations under this deed to the extent that such failure or delay is wholly or partially caused, directly or indirectly, by a Force Majeure Event or any act or omission of the Customer.

14 Taxes

- (a) The Customer must pay all stamp duty, taxes, duties,

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government charges and other taxes of a similar nature (including fines, penalties and interest) imposed, levied, assessed or payable in Australia or overseas in connection with this deed.

- (b) Except under clause 14(c), the consideration for a Supply made under or in connection with this deed does not include GST.
- (c) If a Supply made under or in connection with this deed is a Taxable Supply, then at or before the time the consideration for the Supply is payable:
 - (i) the GST Act Recipient must pay the GST Act Supplier an amount equal to the GST for the Supply (in addition to the consideration otherwise payable under this deed for that Supply); and
 - (ii) the GST Act Supplier must give the GST Act Recipient a Tax Invoice for the Supply.
- (d) If either party has the right under this deed to be reimbursed or indemnified by another party for a cost incurred in connection with this deed, that reimbursement or indemnity excludes any GST component of that cost for which an Input Tax Credit may be claimed by the party being reimbursed or indemnified, or by its Representative Member, Joint Venture Operator or other similar person entitled to the Input Tax Credit (if any).
- (e) In clauses 14(b), 14(c) and 14(d):
 - (i) **GST Act Recipient** has the meaning given to 'Recipient' in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
 - (ii) **GST Act Supplier** means the entity making the Supply; and
 - (iii) other capitalised terms that are not defined in clause 17.1 have the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

15 Guarantee

15.1 Liability of the Guarantor

In consideration of the Supplier entering into this deed with the Customer at the request of the Guarantor, the Guarantor:

- (a) acknowledges and agrees that he or she is jointly and severally liable with the Customer to perform the Customer's obligations under this deed;
- (b) acknowledges and agrees that he or she is jointly and severally liable with the Customer to pay all amounts owing by the Customer to the Supplier under this deed; and
- (c) is jointly and severally liable with the Customer for and indemnifies the Supplier from and against, all loss or damage (including legal costs) however caused suffered or incurred by the Supplier in connection with:
 - (i) any failure by the Customer to pay the Supplier any amounts which are owing by the Customer to the Supplier under this deed;
 - (ii) any failure by the Customer to perform any of its obligations under this deed; or
 - (iii) the Supplier being unable to recover any amounts from the Customer which are owing by the Customer to the Supplier under this deed.

15.2 Extension of liability

The Guarantor will still be liable under this deed even if:

- (a) the Supplier gives the Customer extra time to pay any amount which is owing by the Customer to the Supplier under this deed;
- (b) the Supplier notifies the Customer that it does not have to pay any amount which is owing by the Customer to the Supplier under this deed;
- (c) the Supplier delays in taking action to enforce this deed;
- (d) this deed is changed;

- (e) the Supplier increases the amount that is owing by the Customer under this deed;
- (f) a person who was intended to sign this deed does not do so; or
- (g) anything else happens which would otherwise have the effect of releasing the Guarantor from this clause 15.

15.3 Priority of claims

Any claim which the Customer may have against the Customer will take priority over any competing right of the Guarantor.

15.4 Lack of guarantor

If there is no party specified in this deed as guarantor or the Guarantors die then:

- (i) this deed is between the Customer and the Supplier only;
- (ii) clauses 15.1 to 15.3 do not form part of this deed and are of no effect;
- (iii) Background 1 does not apply to this deed and is of no effect;
- (iv) the obligations of the Customer and the Guarantor under this deed are to be read as obligations of the Customer only; and
- (v) the obligations of the Guarantor only under this deed are to be read as obligations of the Customer.

16 General

- (a) The laws of New South Wales, Australia govern this deed.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland, Australia and courts competent to hear appeals from those courts.
- (c) Where this deed contemplates that the Supplier may consent to, elect, determine, approve, nominate, decide or consider any matter or thing, the Supplier may provide such consent or make such election, determination, approval, nomination, decision or consideration in its absolute discretion and conditionally or unconditionally without being required to give reasons or act reasonably, unless this deed expressly requires otherwise.
- (d) The Customer must not assign, in whole or in part, or novate the Customer's rights and obligations under this deed without the prior written consent of the Supplier.
- (e) The Supplier may assign its interest under this deed.
- (f) Time is not of the essence in the performance of obligations under this deed except in relation to performance of payment obligations.
- (g) Unless expressly stated otherwise, this deed does not create a relationship of employment, trust, agency or partnership between the parties.
- (h) Each provision of this deed will be read and construed as a separate and severable provision or part and if any provision is void or otherwise unenforceable for any reason then that provision will be severed and the remainder will be read and construed as if the severable provision had never existed.
- (i) This deed represents the parties' entire agreement, and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing, relating to its subject matter.
- (j) The Supplier may subcontract the performance of all or any part of the Supplier's obligations under this deed.
- (k) A right under this deed may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in the waiver.
- (l) Without limiting any other remedies available to the Supplier, if the Customer fails to pay any amount payable under this deed, the Customer must pay Interest on that amount.

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- (m) The Customer is liable for, and indemnifies the Supplier from and against, all legal costs incurred by the Supplier in connection any claim or allegation by either party against the other party in connection with this deed including any claim or allegation that either party has breached this deed.
- (n) If the Customer is more than one person, each person shall be jointly and severally liable to the Supplier.
- (o) The Supplier reserves the right to changes these Terms at any time and the Customer acknowledges and agrees that written notice to the Customer given by ordinary mail is deemed to be sufficient notice of any change and will bind the Customer in respect of any supply of Products or Services after the date of deemed notification.

17 Definitions and interpretation

17.1 Definitions

In this deed:

Commencement Date	means the date of the Purchase Order.
Consequential Loss	means consequential loss, indirect loss, loss of revenues, loss of reputation, loss of profits, loss of actual or anticipated savings, loss of bargain, lost opportunities (including opportunities to enter into arrangements with third parties) and loss or damage in connection with claims against the Customer by third parties.
Customer	means the customer shown on the Purchase Order.
Fees	in respect of Services means the fees for those Services specified in the Purchase Order or contemplated by clause 3(b) and any expenses incurred by the Supplier in accordance with the Supplier's policies in the course of the provision of the Services.
Force Event	<p>Majeure means any occurrence or omission outside a party's control and includes:</p> <ul style="list-style-type: none"> (a) a physical natural disaster including fire, flood, lightning or earthquake; (b) war or other state of armed hostilities (whether war is declared or not), insurrection, riot, civil commotion, act of public enemies, national emergency (whether in fact or in law) or declaration of martial law; (c) epidemic or quarantine restriction; (d) ionising radiation or contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel; (e) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government agency; (f) law taking effect after the date of this deed; (g) strike, lock-out, stoppage, labour dispute or shortage including industrial disputes that are specific to a party or the party's subcontractors; and (h) failure of a third party to deliver the Products to the Customer.
Guarantor	means the guarantor shown on the Purchase Order, if any.
Insolvency Event	<p>in the context of a person means:</p> <ul style="list-style-type: none"> (a) a liquidator, receiver, receiver and manager, administrator, official

manager or other controller (as defined in the Corporations Act), trustee or controlling trustee or similar official is appointed over any of the property or undertaking of the person;

- (b) the person or the person's property or undertaking becomes subject to a personal insolvency arrangement under part X *Bankruptcy Act 1966* (Cth) or a debt agreement under part IX *Bankruptcy Act 1966* (Cth);
- (c) the person is or becomes unable to pay its debts when they are due or is or becomes unable to pay its debts within the meaning of the Corporations Act or is presumed to be insolvent under the Corporations Act;
- (d) the person ceases to carry on business; or
- (e) an application or order is made for the liquidation of the person or a resolution is passed or any steps are taken to liquidate or pass a resolution for the liquidation of the person, otherwise than for the purpose of an amalgamation or reconstruction.

Interest

means interest on any payment owing under this deed calculated:

- (a) at the rate of 1.5% per month or, if lower, the maximum rate permitted by applicable law; and
- (b) daily from the date on which such payment was due to the date on which the payment is made (both inclusive) including the relevant Interest.

PPSA

means:

- (a) the *Personal Property Securities Act 2009* (Cth) and any regulations made under that Act; and
- (b) any amendment made to any other legislation as a consequence of a law referred to in paragraph (a), including, without limitation, amendments to the *Corporations Act 2001* (Cth).

Products

means the products described in the Purchase Order.

Purchase Order

means the purchase order in which these terms and conditions referred to or to which these terms and conditions are attached.

Purchase Price

in respect of a Product means the purchase price and cost of delivery for that Product specified in the Purchase Order.

Related Corporate Body

has the meaning given to that term by section 9 *Corporations Act 2001* (Cth).

Services

means the services described in the Purchase Order and any additional services contemplated by clause 3(b).

Specification

means the specification provided to the Customer by the Supplier in respect of each Product (if any), as amended by the Supplier from time to time.

Supplier

means Sitech Solutions Pty Ltd ACN 137 343 090.

Supplier Mark

means any registered or unregistered trade mark owned by, licensed to or nominated by the Supplier from time to time.

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17.2 Interpretation

In this deed:

- (a) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as' or 'for example' (or similar phrases) do not limit what else might be included;
- (b) no rule of construction applies in the interpretation of this deed to the disadvantage of the party preparing the document on the basis that it put forward this document or any part of it; and
- (c) a reference to a party is a reference to the Supplier or the Customer, and a reference to the parties is a reference to both the Supplier and the Customer.