

Operating as:
FCT Combustion Pty Ltd- ABN 94064722854
FCT Flames Pty Ltd- ABN 33115089195
FCT ACTech Pty Ltd- ABN 84089782249
FCT Inc.- EIN 233031647
FCT Gmbh- Ust-IdNr.: DE257934174

Standard Commercial Terms and Conditions

General

This "Agreement" constitutes a contract between FCT International (means any of the FCT companies, including FCT-Combustion Pty Ltd ABN 94 064 722 854, FCT-ACTech Pty Ltd ABN 84 089 782 249, FCT Flames Pty Ltd ABN 33 115 089 195 or any associated or subsidiary companies of the above) hereinafter referred to as the Supplier and the Customer, when accepted in writing by the Supplier. Any of the terms or provisions of the Customer's order which are in any way inconsistent with, or in addition to, the terms and conditions contained herein shall not be binding on either party unless expressly accepted in writing by its authorized representatives.

1. Commencement of Contract

Unless stated otherwise and agreed by both parties in writing, the commencement date of the contract shall be 5 working days from receipt of Customer Purchase Order and consequent written confirmation from Supplier that Customer Purchase Order is accepted.

2. Delivery of Contract

The contract delivery date shall be determined from the later of:

- a) the date on which Supplier's Bankers notify Supplier that all Confirmed Irrevocable Documentary Letters of Credit, in accordance with payment terms hereof have been established by the Customer or
- b) any advance payment is received by Supplier or
- c) confirmation of receipt of all necessary technical and application data from Customer or
- d) receipt of the Customer Purchase Order and consequent written confirmation from Supplier that Customer Purchase Order is accepted or
- e) confirmation by Customer of approved engineering designs and drawings

provided that acceptance of Supplier's Offer is on the basis of the terms and conditions offered in Supplier's Quote/ Proposal including any changes agreed to in writing prior to the date of acceptance.

3. Completion of Contract

Supplier shall complete the entire Scope of Work covered under the Contract within the time schedule specified and:

- a) Delivery of equipment, transfer of risk of and responsibility for the equipment will occur at the time of FCA delivery i.e. when the goods have been handed over by Supplier to the freight forwarder who is acting on behalf of the carrier.
- b) Completion of all work under this Contract will be deemed to have occurred when Supplier's specialist completes the commissioning work requirements as detailed in the Purchase Order.
- c) Completion of the Warranty period shall be the earlier of twelve (12) calendar months after the date of the commissioning and calibration or eighteen (18) months after the date of FCA delivery of the goods.

4. Invoicing and Payment

Invoicing and payment shall be in accordance with terms stipulated in the Quotation/ Proposal issued by Supplier as a pre-condition to this agreement.

If not specifically provided in the Quotation/ Proposal and the agreement implicitly accepted by the Customer, terms of payment shall be as follows:

- a) **Equipment:**
 - i. 20% with placement of Purchase Order/LOA.
 - ii. 20% on completion of engineering and design and approved GAs
 - iii. 30% on placement of orders with main sub-contractors/sub-suppliers of Equipment
 - iv. 25% on delivery of goods as per Clause 6, subject to payment of all the Invoices (issued as per points i, ii, iii, and iv herein) to be received in full by the Supplier prior to the delivery date
 - v. 5% on successful commissioning or 26 (twenty-six) weeks following delivery, whichever occurs first.

All payments are due nett 14 days from invoice date by nominated method of payment.

- b) **Services:**

If the charge(s) given in the Quotation/Proposal is/are on a lump-sum basis, the terms of payment will be as defined elsewhere in this Agreement.

If the charge(s) given are on an hourly/daily/weekly/monthly rate basis, then, unless this Agreement provides to the contrary, the Rate shall be payable in monthly instalments in arrears calculated from the date Work commences on the project, or each Engineer leaves the base office as defined in the Agreement, whichever occurs first. All other costs and expenses reimbursable by the Customer to the Seller under these Conditions shall be payable within 14 days of receipt of an invoice.

Unless otherwise agreed for cross-border transactions, an irrevocable confirmed at sight documentary letter of credit issued by a reputable international bank accepted by the Seller allowing for telegraphic transfer reimbursement will be required from the Customer as a mandatory condition to the Agreement.

5. Late payment

The Buyer must pay interest on all amounts not paid by the due date at the higher of:

- i. the annual interest rate applicable to the Seller's overdraft account plus 5% per annum; and
- ii. 18% per annum.

All interest payable under clause 5 accrues daily on the daily unpaid amount until all amounts (including interest) are paid in full.

6. Delivery and Title

6.1 (Australia-wide only) The Supplier shall deliver the equipment FCA Adelaide, Australia to the carrier designated by the Customer and pursuant to INCOTERMS 2010 title, risk of loss and damage in transit shall pass from Supplier to Customer at FCT International's 20 Stirling Street, Thebarton SA 5031, Australia, on issue to the carrier (for any partial delivery, the above mentioned risk will be transferred to Customer at a "pro-rata" basis respectively). In the event Customer is unable to take delivery when scheduled, Supplier is hereby authorized to "Ship-in-place"; Customer agrees to take title and pay all invoiced amounts as if the unit had been delivered. In addition, Customer agrees to pay all storage costs. Supplier may if required assist Customer in arranging transportation of the equipment at Customer's cost. Customer agrees that such assistance by Supplier shall not form part of the FCA delivery terms.

6.2 (North America only) The Supplier shall deliver the equipment FCA Malvern, PA to the carrier designated by the Customer and pursuant to INCOTERMS 2010 title, risk of loss and damage in transit shall pass from Supplier to Customer at FCT International's 5 Great Valley Parkway, Malvern, PA 19355, USA, on issue to the carrier (for any partial delivery, the above mentioned risk will be transferred to Customer at a "pro-rata" basis respectively). In the event Customer is unable to take delivery when scheduled, Supplier is hereby authorized to "Ship-in-place"; Customer agrees to take title and pay all invoiced amounts as if the unit had been delivered. In addition, Customer agrees to pay all storage costs. Supplier may if required assist Customer in arranging transportation of the equipment at Customer's cost. Customer agrees that such assistance by Supplier shall not form part of the FCA delivery terms.

6.3 (International- outside Australia or USA) The Supplier shall deliver the equipment FCA/ FCA or FOB, Adelaide, Australia or Malvern, PA, USA to the carrier designated by the Customer and pursuant to INCOTERMS 2010 title, risk of loss and damage in transit shall pass from Supplier to Customer at that point. In the event Customer is unable to take delivery when scheduled, Supplier is hereby authorized to "Ship-in-place"; Customer agrees to take title and pay all invoiced amounts as if the unit had been delivered. In addition, Customer agrees to pay all storage costs. Supplier may if required assist Customer in arranging transportation of the equipment at Customer's cost. Customer agrees that such assistance by Supplier shall not form part of the FCA/FCA or FOB delivery terms.

Acceptance of Goods - Notwithstanding anything else in this agreement to the contrary, title to and risk of loss of the Goods will pass to CUSTOMER upon delivery of the Goods; provided, however, that title to any software incorporated within or forming a part of the Goods shall at all times remain with Supplier or the licensor(s) thereof, as the case may be.

Supplier reserves and Customer grants to Supplier a security interest in all Products sold and all proceeds thereof to secure the full payment and performance by Customer of its obligations and liabilities to Supplier. Customer acknowledges and agrees that this document or copies of this document may be filed with the appropriate authorities as a financing statement and agrees to execute and deliver such other documents as Supplier may request in order to evidence or perfect such security interest. The Supplier shall retain a security interest in the goods until payment in full has been received and cleared by Supplier's bankers. Where progress payments are issued, the security interest will be released only to that portion of the goods as is covered by the contract and for which receipt and subsequent clearance by Supplier's bankers has occurred.

7. Equipment Warranty

Supplier warrants that the equipment is free from defect in workmanship and materials under normal use and service. Supplier will make good, by repair, or at its option, by replacement, defects which, under proper use in Supplier's opinion, appear in the equipment within a period of twelve (12) months from the date of completion of equipment commissioning, or eighteen (18) months from the date of original delivery ("Warranty Period"), whichever is the earlier. Any goods that are supplied under replacement shall be supplied FCA, Supplier Store, Adelaide, Australia or Malvern, PA, USA, or other Seller's nominated location. All freight, insurance, taxes, imposts, duties and levies etc. will be to the Customer's account.

Equipment will be repaired during the Warranty Period, free of charge, at our facility providing that it is returned to Supplier, freight paid. Alternatively, any repairs necessary may be carried out on-site providing that any travel, accommodation and costs incurred are paid by the Customer. Should Supplier be called to carry out work under warranty and find that the fault lies outside Supplier's responsibility; any cost involved will be charged to the Customer's account.

This warranty is in lieu of all other warranties expressed or implied, and is Customer's sole and exclusive remedy in the event of defective equipment. This warranty does not apply to replacement or repairs which are required as a result of negligent use, improper installation by others, maladjustment, modification or lack of routine maintenance by others. Supplier does not warrant the overall performance of any plant or the result of any process on which their equipment is used. This warranty does not apply to any items considered to be of consumable nature, i.e. all items listed as "Consumables" and including any other such parts susceptible to wear and tear, e.g. face plates, hoses, rubber and plastic pipes/tubes, impellers, fans, filters, nozzles, liners, etc. This guarantee also does not cover any form of surface coating, e.g. rubber lining, paint coatings, etc.

At the conclusion of the warranty period any site visit for repair, recommissioning, recalibration, training etc. will be charged for at the prevailing man-day rate for each day spent on-site, plus travel days, with all air fares, transit costs, accommodation, meals and on-site transport charged to the Customer at cost +10%. Warranty is not given on the control systems, computer and peripherals, unless the control systems, computer and peripherals are supplied by Supplier. If the Customer purchases the control systems, computer and peripherals from a third party, it is the Customer's responsibility to arrange for any service and warranty agreements for these items with the respective controls & computer agents.

8. Replacement of Goods

If the goods supplied are not the goods requested as per the Customers' Purchase Order, then the nonconforming products should be returned at the Supplier's premises at:

- 20 Stirling Street, Thebarton SA 5031, Australia (if goods were delivered from Australia)
- 5 Great Valley Parkway, Malvern, PA 19355, USA (if goods were delivered from USA)

within 60 calendar days counting from their delivery date. All goods returned should be in the exact state in which they were supplied, meaning: clean, with no signs of wear, dust, oil or other material and perfectly functional as per their original purpose. If goods returned do not match in full any of the aforementioned criteria, then the Customer agrees and accepts that it's entirely the Suppliers right to accept or reject the Customer's request for reimbursement or replacement of goods. All Goods returned after 60 days will be subject to a 20% re-stocking fee.

9. Patents and Royalties

Supplier shall at its sole expense hold harmless the Customer from and against, and shall defend, any suit or proceeding brought against the Customer based on a claim that the manufacture, use or sale of any goods supplied under the Purchase Order constitutes infringement of any patent, copyright, trademark or proprietary information rights of others in the country of manufacture, the jurisdiction of this Agreement or the United States of America, and Supplier shall pay all damages and costs awarded therein against the Customer. Supplier shall be notified promptly in writing of any such suit or proceeding and shall be given adequate authority, information and assistance (at Supplier's expense) for the exclusive defence of same, subject to the right of the Customer to be advised by Supplier in advance of developments in such action. In the event the goods are held in such suit to constitute infringement and the sale or use of the goods are enjoined, Supplier shall, at its own expense, either procure for the Customer the right to sell and use the goods or replace same with substantially equal but non-infringing goods, or modify the goods so they become substantially equal to but non-infringing; or if approved by the Customer remove the goods and refund the purchased price and the transportation and installation costs thereof, less a reasonable use fee. The preceding paragraph shall not apply to any goods manufactured, designed and/or required by the Customer nor shall it apply to claims that the sale or use of a process or use of a combination of any goods supplied by Supplier hereunder with any other process or equipment infringes a patent, if such process or other equipment was not supplied by Supplier and Supplier's supplying of the goods does not constitute contributory patent infringement.

All payments for royalties or fees in respect of letters of patent, registered designs, trademarks or names, copyright or other protected rights due or payable for or in connection with any matter or thing used or required to be used in connection with the supply of the goods and/or work covered by the Purchase Order, whether payable in one sum or instalments or otherwise, shall be deemed to have been included by Supplier in the price payable by the Customer hereunder and shall be paid by Supplier those to whom they may be due or payable.

Supplier shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or wilful misconduct of Customer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Goods in combination with equipment or software not supplied by Supplier where the Goods would not itself be infringing, (iv) compliance with Customer's designs, specifications or instructions, (v) use of the Goods in an application or environment for which it was not designed or (vi) modifications of the Goods by anyone other than Supplier without Supplier's prior written approval. Customer shall provide Supplier prompt written notice of any third party claim covered by Supplier's indemnification obligations hereunder. Supplier shall have the right to assume exclusive control of the defence of such claim or, at the option of the Supplier, to settle the same. Customer agrees to cooperate reasonably with Supplier in connection with the performance by Supplier of its obligations in this Section. Notwithstanding the above, Supplier's infringement related indemnification obligations shall be extinguished and relieved if Supplier, at its discretion and at its own expense (a) procures for Customer the right, at no additional expense to Customer, to continue using the Goods; (b) replaces or modifies the Goods so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Goods; or (c) in the event (a) and (b) are not practical, refund to Customer the amortized amounts paid by Customer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SUPPLIER'S ENTIRE LIABILITY TO CUSTOMER FOR THE CLAIMS DESCRIBED HEREIN.

10. Variation

By mutual agreement the order may be varied with respect to design, specifications, quantity, model, types, and delivery destination. In such a case, when Customer's new requirements alter in any way his previous Purchase Order, the Supplier shall provide a new quote reflecting the new circumstances. It is understood that any new quote can cause an increase or decrease in the price of the equipment or in the lead-time required for delivering the goods. By committing to the new order issued, the Supplier shall promptly notify the Customer by issuing a new Sales Order Confirmation reflecting both Customer's new requests and Supplier's new capabilities under the changed circumstances.

In any event, changes shall not be binding upon nor be put into effect by either party unless confirmed in writing by its appropriate representative.

11. Inspection

If the Customer requires any inspections or testing other than the Supplier's standard works or site inspections, or inspection or tests in the presence of the Customer's representative, such inspections or tests must be requested by the Customer in writing, 10 working days prior to the scheduled date and the Supplier shall carry out such tests and inspections or provide the facilities for the same but such inspection or tests shall be quoted separately to and paid by the Customer as an additional cost to the Contract.

12. Indemnity (Limitation of Liability)

Notwithstanding anything to the contrary herein, the liability of Supplier under these terms and conditions (whether by reason of breach of warranty, breach of contract, tort, indemnification, or otherwise), shall not exceed an amount equal to the total purchase price theretofore paid by Customer to Supplier with respect to the products or services giving rise to such liability.

Notwithstanding anything to the contrary contained herein, in no event shall Supplier be liable for any indirect, special, punitive, consequential or incidental damages (including without limitation damages for loss of use of facilities or equipment, loss of revenue, loss of profits or loss of goodwill), regardless of whether Supplier (a) has been informed of the possibility of such damages or (b) is negligent.

The indemnity provided herein shall not apply where the Customer, the Customer's employees, sub-contractors or agents are wholly or partially responsible for any damages, losses or costs incurred.

13. Taxes, Freight and Transport

The Contract Price is net and free of all taxes (federal, state, municipal or other Governmental), imposts, duties and levies etc. now or hereinafter incurred by Supplier or Supplier's staff in the Customer's project country or in transit between the country of manufacture (Australia and /or USA) and the Customer's project site. Such costs will be additional to the contract price and shall be borne by the Customer. This condition shall prevail unless expressly negated in the special conditions of contract or the purchase order.

The costs of on-site accommodation and transport of personnel, international air fares, freight of materials, equipment and samples, insurance, site preparation work which may be incurred by Supplier in the Customer's project country or in transit between the country of manufacture (Australia and/or USA) and the Customer's project site or within the country of manufacture (Australia and/or USA) is excluded from the contract price and shall be borne by the Customer, unless specifically included as part of the contract price.

14. Packing and Delivery

All goods shall be packed in a commercially reasonable manner consistent with industry standards. Large items or boxes shall be suitably lugged, battened or packed to allow loading and unloading. Miscellaneous small items shall be packed in containers suitable for appropriate handling and storage. All packages shall be clearly identified.

It is the responsibility of the customer to properly receive and properly store the goods while they await installation or commissioning by Supplier Service person. Some items will require careful handling and storage in an enclosed and controlled warehouse.

15. Insurance

Notwithstanding the maintenance and warranty provisions of the proposal, it is the responsibility of the Customer to insure the equipment from the date of FCA dispatch.

The Supplier, at its sole discretion will obtain and maintain all necessary insurances which he considers adequate for this Agreement, covering in full the duration of this agreement, including a period of up to 30 calendar days after the successful installation and commissioning of the equipment if the installation and commissioning of the contracted equipment has been performed by the Supplier within 120 days from delivery.

16. Confidentiality, Intellectual Property and Copyright

Unless otherwise agreed in writing the copyright of all engineering, drawings, reports, documents, software and information produced by Supplier is vested in Supplier, and the Customer's right to their use is restricted wholly to the purpose for which the Services are provided pursuant to this contract, and no part of the engineering, drawings, reports, documents, software and information may be used for other purposes without Supplier's written permission. Further, all right, title and interest in and to any work product, including, but not limited to, any engineering, drawings, reports, drawings, photographs, data and specifications, whether stored on paper, computer disks or otherwise, software programs, derivative works, discovery, invention, patent, know-how or improvement (together, the "Work Product") which may be conceived, created or developed as a result of or in connection with the Goods and/or Services shall be the sole property of Supplier, and, subject to the terms and conditions of this Agreement, Supplier shall grant a non-exclusive, royalty-free, non-transferable license to Customer to use the Work Product for its internal business purposes.

Supplier agrees that the staff involved in the conduct of the contract shall not, without the consent of the Customer, disclose any confidential information received from the Customer relevant to the project to parties outside this contract.

Neither the Customer, nor Supplier shall disclose to parties outside this contract any matter regarding this project without the express approval of the other, and where such disclosure involves any publication or release of written information the approval shall be in writing between the parties. Such disclosure shall not be deemed to include any transaction undertaken in the legitimate activities under the contract or a simple statement by Supplier seeking other projects that this project has been undertaken by Supplier.

17. Right to Terminate Contract

This Agreement shall be terminated on the completion of the project or at such other time and under such conditions as Supplier and the Customer mutually agree in writing. Upon such termination or cancellation Supplier shall be entitled to recover from the Customer all its costs, expenses and reasonable charges incurred up to the date of termination and any costs incurred in anticipation of the continuance of the work or the cancellation of any arrangements made, orders placed or the resale of equipment and materials made in anticipation of the continuance of the work.

18. Default by Customer

In the event of any default by the Customer which prevents Supplier from carrying out the work specified in this Agreement Supplier may at its discretion and without prejudice to any other rights which it may have to terminate this Agreement under Clause "Right to Terminate Contract" give the Customer written notice of such default requesting him to remedy the default within thirty (30) days after the date of service of the notice or such further time specified. Should the Customer fail or refuse to remedy fully the default within the time specified Supplier may in its discretion terminate the Agreement and upon such determination Supplier shall be entitled to recover from the Customer all its costs, expenses and reasonable charges incurred up to the date of termination and any costs incurred in anticipation of the continuance of the work or the cancellation of any arrangements

made, orders placed or the resale of equipment and materials made in anticipation of the continuance of the work.

19. Default by Supplier

In the event of any default by Supplier in carrying out the work specified by this contract (not being default caused by the Customer), the Customer may at his discretion give notice in writing of the default to Supplier requiring that the default be remedied within thirty (30) days after the date of service of the notice. If Supplier does not remedy the default within the time specified in the notice the Customer may terminate the Agreement as per Clause "Right to Terminate Contract". Supplier will not be responsible to the Customer for the costs and expenses incurred by the Customer by reason of the default and any losses or damages incurred by reason of the dependence by the Customer on the fulfilment of this Agreement or any consequential or incidental losses or damages or liability to any third party.

20. Suspension of Contract

If the contract is suspended by the Customer (for reasons other than force majeure) and the suspension or series of suspensions in aggregate have a duration in excess of 3 calendar months Supplier may charge the Customer a holding fee equal to the value of the contract able to be invoiced to the customer multiplied by the current 90 day bank bill rate plus 3 %. This fee shall continue until the suspension is revoked and all amounts due to Supplier are paid in full. The holding fee shall be a debt due to Supplier.

21. Supplier's Liability

Supplier's liabilities shall be deemed to have been wholly discharged and all services concluded whether under the law of contract tort or otherwise at the expiration of three (3) months following the date of issue of the Completion Certificate for the project and the Customer or any persons claiming through or under the Customer shall not be entitled to commence any action or claim against Supplier or any of its employees in respect of this contract after that date.

22. Cooperation Between Supplier and Customer

Subject to these terms and conditions, all information obtained by Supplier relevant to the work done will be made available to the Customer during normal hours, and Supplier will communicate to the Customer all information pertinent to the work as it progresses. An authorised representative of the Customer may confer with the appropriate members of the Supplier staff at mutually agreed times for the purpose of providing such assistance as will make it possible for Supplier to achieve the objectives of the project.

Supplier welcomes the cooperation of the Customer in providing such information, assistance and cooperation as is necessary for Supplier to achieve the objectives of the project.

23. Relationship Between Supplier and Customer

Nothing herein contained shall constitute Supplier or its servants, employees, directors, officers or advisors as agents or employees or servants of the Customer, but the relationship between Supplier and the Customer shall be and remain that of independent suppliers.

24. Sub-contracting

Supplier reserves the right at its discretion to sub-contract all or any part of the work to be done or services to be supplied and, in so sub-contracting, Supplier's liability (if any) to the Customer shall be no more than its liability (if any) which it would have had if it had done the work or supplied the services itself.

25. Assignment

This Agreement and/or any right or obligation herein shall not be assigned or delegated by the Customer without the prior written approval of the Supplier.

Irrespective of any assignment, the Supplier will be responsible for all aspects of project management including coordination of activities, quality control, contract variations and amendments, financial arrangements and communication of notices etc.

26. Force Majeure

No party to the contract shall be liable to the other party for any delay attributable to "Force Majeure" which for the purposes of the contract shall mean any event which is not within the reasonable control of the party affected and could not have been prevented or overcome by the exercise of due diligence by the said party.

Without prejudice to the generality of the above the events falling within the "Force Majeure" include Acts of Government in their sovereign capacity, or by reasons of war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs or acts of God (hereinafter referred to as "events").

For the purpose of this Clause the "event" shall not include any occurrence which continues for less than ten (10) consecutive calendar days.

On the occurrence of any conditions of "Force Majeure" the party so affected shall within seven (7) days of the occurrence and cessation of such event give written notice of such event to the other party and use all reasonable endeavours to mitigate the effect upon fulfilment of its obligations under the contract and resume full performance of its obligations under the contract as soon as possible.

Provided it can be established that the event(s) delayed performance of the contract, the time of performance of the contractual obligations shall then be extended by a period or periods of not more than the duration of such an event or events.

However, if the event continues beyond ninety (90) days the parties to the Contract shall mutually decide the future course of action.

In the event it is determined that the Contract is to be terminated, the parties agree to pay each to the other any unearned portions of moneys paid, any outstanding expenses, charges, or costs incurred under the contract for work executed under the contract up to the notification of the event(s) which led to the termination of the Contract.

27. Export Restrictions

a) U.S. Export Laws and Regulations. Customer acknowledges that each Product and any related software and technology, including documents and other material containing technical data and other information (collectively "Items"), may be subject to export controls of the U.S. government. Such export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict the export of Items from the United States and their re-export from other countries. Customer shall comply with the EAR and all other United States laws, regulations, laws, treaties, and agreements relating to the export or re-export of any Item, and without limiting the foregoing, shall not, without first obtaining permission to do so from the appropriate U.S. government agencies, (i) export or re-export any Item into any of those countries listed from time to time in the EAR as countries subject to general embargoes or to any persons who are specially designated nationals of such countries or (ii) export, re-export, distribute or supply any Item to a person if Customer knows that such person intends to export or re-export the Item to any such embargoed country or a national thereof or intends to use or allow others to use the Item for activities related to weapons or their delivery. Customer shall cooperate fully with Supplier in any official or unofficial audit or inspection related to the export control laws or regulations of the U.S. government.

b) Non-U.S. Approvals. Customer shall obtain and maintain, at its own expense, any non-United States governmental consents, authorizations, approvals, filings, permits, or licenses required for it to export or import any Product or other Item and for each of Customer and Supplier to exercise its rights and to discharge its obligations under this Agreement including, without limitation, all consents of and filings with any non-United States governmental body.

c) Indemnification. Customer agrees to indemnify and hold Supplier harmless from, or in connection with, any violation of the provisions of this Section by Customer or its employees, consultants, agents, or Customers.

28. Hold Harmless or Waiver of Subrogation

Notwithstanding any other clauses in these Terms and Conditions any proposed Hold Harmless or Waiver of Subrogation is expressly negated.

29. Contradictory Statement

If there is any contradictory statement or other inconsistency between these terms and conditions and in other sections of Supplier's Offer then the Supplier's Offer/ Quotation/ Proposal's terms and conditions shall prevail to the extent of the contradiction or inconsistency.

30. Separation Clause

The invalidity of any provision hereof shall not affect the validity of the remaining provisions hereof.

31. Arbitration

Any dispute which may arise as to the interpretation of these conditions shall be referred to an arbitrator to be appointed by agreement of both parties, or in default of agreement, by a single arbitrator appointed in accordance with the rules of arbitration applicable in South Australia, Australia for all contracts where delivery of the contract occurs outside of the United States of America and Pennsylvania, United States of America where delivery of the contract occurs within the United States of America and Canada.

Notwithstanding anything contained in the preceding subsection to the contrary, each party shall have the right to institute judicial proceedings against the other party or anyone acting by, through or under such other party in order to enforce the instituting party's rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief.

32. Law Applicable to Contract

Supplier will comply with applicable codes and federal, state, and local laws and regulations regarding design and manufacture. Customer will comply with applicable codes and federal, state, and local laws and regulations regarding installation and operation of the equipment. Prices are based on applicable codes, laws, regulations, and the Supplier's manufacturing processes and procedures in effect at the time of Supplier's quotation or bid, and may be changed to reflect changes therein.

These conditions shall be construed in accordance with the laws in force in the State of South Australia, Australia for all contracts where delivery of the contract occurs outside of the United States of America and Pennsylvania, United States of America where delivery of the contract occurs within the United States of America and Canada.

33. Disclaimer

Any reports issued by Supplier are for the specific use of the Customer. Supplier disclaims any liability to a third party who uses the report without Supplier's written approval.

34. Entire Agreement

This Agreement constitutes the entire understanding between the parties and there are no representations, warranties, covenants or obligations except as set forth herein. This Agreement supersedes all prior and temporary agreements, understandings and negotiations and discussions, written or oral, of the parties hereto, relating to the subject matter of this Agreement. This Agreement may only be amended by a written instrument duly executed by both parties.