GOODS & SERVICES GENERAL CONDITIONS

1. Creation of Contract

1.1 The Contract comprises the following documents only:

(a) the Quotation, notes to pricing and any Special Conditions;

(b) these General Conditions;

(c) the Purchase Order;

(d) all documents attached to, or expressly incorporated into, the Purchase Order; and

(e) any other terms which the parties have expressly agreed in writing to include in the Contract,

(collectively referred to as the **Contract**) and does not include the Excluded Terms.

1.2 Any terms and conditions proposed by the Customer (whether in a quotation, invoice, delivery note or otherwise) are expressly excluded and will have no effect, unless expressly agreed in writing by the Principal.

1.3 The Contract is formed once:

(a) the Principal acknowledges receipt of the Purchase Order in writing; or

(b) the Principal commences the performance of any requirements of the Purchase Order, without written acknowledgement under clause 1.3(a) which is deemed to be acceptance that these General Conditions apply to the Supply.

1.4 In the event of any inconsistency between the documents forming part of the Contract, they will be interpreted in the following descending order of priority:

(a) Quotation terms, notes to pricing and any Special Conditions;

(b) these General Conditions;

(c) the Purchase Order;

(d) all documents attached to or expressly incorporated into the Purchase Order; and

(e) any other terms which the Principal has expressly agreed in writing to include in the Contract.

2. Supply of Services

2.1 The Principal must supply the Services to the Customer in accordance with the terms of the Contract.

2.2 In performing the Services, the Principal must:

(a) comply with all Authorisations, laws and regulations applicable to the provision of the Services;

(b) perform the Services with due care, skill and diligence in accordance with Good Australian Oilfield Practice; and

(c) obtain and maintain all Authorisations which are necessary for the provision of the Services.

3. Supply of Goods

3.1 In supplying the Goods, the Principal must:

(a) comply with all Authorisations, laws and regulations applicable to the supply of the Goods;

(b) obtain and maintain all Authorisations which are necessary for the supply of the Goods;

(c) sell the Goods to the Customer free of Encumbrance;

(d) if the Contract specifies that the Principal must deliver the Goods, then the Principal must deliver the Goods on the Delivery Terms to the Delivery Location at the Delivery Time; and

(e) if the Contract specifies that the Principal must install the Goods, then the Principal must deliver the Goods on the Delivery Terms to the Delivery Location at the Delivery Time and install the Goods as reasonably directed by the Customer.

4. Hire of Plant and Equipment

4.1 In using the Hired Plant and Equipment, the Customer must:

(a) use the Hired Plant and Equipment only for the purpose specified in the Contract and in accordance with the Principal's reasonable directions and any applicable operating manuals or specifications;

(b) keep the Hired Plant and Equipment in good working order and condition (fair wear and tear excepted) and maintain it in accordance with the manufacturer's recommendations;

(c) not make any alterations or additions to the Hired Plant and Equipment without the Principal's prior written consent;

(d) not sell, assign, charge, mortgage, pledge, sub-hire or otherwise dispose of or deal with the Hired Plant and Equipment or any interest in it;

(e) not remove the Hired Plant and Equipment from the site specified in the Contract without the Principal's prior written consent;

(f) keep the Hired Plant and Equipment free from any Encumbrance and not do or permit anything to be done which may jeopardise the Principal's title to or rights in the Hired Plant and Equipment;

(g) immediately notify the Principal if the Hired Plant and Equipment is lost, stolen, damaged or destroyed;

(h) effect and maintain insurance covering all loss of and damage to the Hired Plant and Equipment for its full replacement value; and

(i) upon the earlier of the end of the Term and the termination of this Contract, the Customer must return the Hired Plant and Equipment to the Principal in good working order and condition (fair wear and tear excepted) at the Customer's cost.

4.2 The Customer acknowledges that:

(a) title to the Hired Plant and Equipment remains with the Principal at all times and does not pass to the Customer; and

(b) risk in the Hired Plant and Equipment passes to the Customer upon delivery of the Hired Plant and Equipment to the Customer and shall revert to the Principal when the Hired Plant and Equipment is returned to the Principal in accordance with clause 4.1(i).

4.3 The Customer agrees to indemnify, and must keep indemnified, the Principal from and against, and must pay to the Principal on demand, an amount equal to all Loss suffered or incurred by the Principal in connection with any loss, theft, damage or destruction to the Hired Plant and Equipment.

5. Inspection and Testing

5.1 The Customer may inspect and test the Goods at any reasonable time during working hours, including before or after delivery, upon providing the Principal with not less than 48 hours' prior written notice (or such shorter period as the Principal may agree). The Principal must provide the Customer with reasonable access and facilities to conduct such inspection and testing.

5.2 If upon inspection or testing the Customer identifies any Defective Goods, the provisions of clause 12 apply.

5.3 The Customer must not deploy any Goods Down Hole unless the Customer has first completed an inspection and is satisfied that the Goods are fit for their intended purpose and comply with the requirements of the Contract.

5.4 If the Customer deploys any Goods Down Hole without first completing the inspection required under clause 5.3, the Customer acknowledges and agrees that:

(a) the Customer will be deemed to have accepted the Goods as compliant with the requirements of the Contract and the Customer may not subsequently claim that those Goods are Defective Goods;

(b) the Principal will have no liability for any Defect, loss or damage to the Goods that is or may be attributable to the condition of the Goods at the time of deployment; and

(c) the Customer releases and indemnifies, and must keep indemnified, the Principal and the Principal's Group from and against all Loss arising out of, or in connection with, the Customer's failure to inspect the Goods before deployment Down Hole.

6. Title and Risk

6.1 Title in the Goods passes to the Customer on the date that the Principal receives payment for the Goods.

6.2 Risk in the Goods passes to the Customer on the later of:

(a) the time the Goods are delivered to the Delivery Location; and

(b) the time the Goods are installed at the Delivery Location.

7. Customer-Owned Inventory

7.1 This clause applies where Goods have been purchased by the Customer and the Customer has paid for the Goods in full, but the Goods remain stored at the Principal's premises (**Customer-Owned Inventory**).

7.2 The Customer acknowledges and agrees that:

(a) title to the Customer-Owned Inventory remains with the Customer at all times;

(b) risk in the Customer-Owned Inventory passes to, and remains with, the Customer upon receipt by the Principal of payment for the relevant Goods, notwithstanding that the Customer-Owned Inventory remains in the possession of the Principal; and

(c) the Principal is not responsible for, and will have no liability in respect of, any deterioration, corrosion, degradation, loss, damage, obsolescence, expiry, reduction in shelf life, contamination or other change in the condition, quality or fitness for purpose of the Customer-Owned Inventory arising from the ordinary passage of time, inherent characteristics of the Goods, environmental or climatic conditions or reasonable storage conditions.

7.3 The Customer must effect and maintain insurance covering all loss of and damage to the Customer-Owned Inventory for its full replacement value for the duration of the storage period. The Customer must provide the Principal with a certificate of currency or other evidence of such insurance upon request. The Principal is under no obligation to procure or maintain insurance in respect of the Customer-Owned Inventory.

7.4 The Customer may inspect Customer-Owned Inventory during normal business hours upon providing the Principal with not less than 48 hours' prior written notice.

7.5 The Principal may charge the Customer reasonable storage, handling and administration fees for Customer-Owned Inventory, at the Principal's prevailing rates as notified to the Customer from time to time. The Principal may vary such fees upon giving the Customer not less than 30 days' prior written notice.

7.6 The Principal may at any time give the Customer written notice requiring the Customer to collect the Customer-Owned Inventory from the Principal's premises (**Collection Notice**). The Customer must collect all Customer-Owned Inventory specified in the Collection Notice within 30 days of receiving the Collection Notice, at the Customer's cost.

7.7 If the Customer fails to collect Customer-Owned Inventory within 30 days of receiving a Collection Notice (or such longer period as the Principal may agree in writing), the Principal may, without liability to the Customer and at the Customer's risk and expense:

(a) store, relocate or return the Customer-Owned Inventory to the Customer at such address as the Principal considers appropriate;

(b) sell or otherwise dispose of all or any of the Customer-Owned Inventory and apply the net proceeds of sale (after deducting all costs, charges and expenses incurred in connection with the sale or disposal) against any amounts owing by the Customer to the Principal; and

(c) destroy or otherwise deal with the Customer-Owned Inventory as the Principal sees fit.

7.8 The Customer releases and indemnifies, and must keep indemnified, the Principal and its Related Bodies Corporate and their respective Personnel from and against, and must pay to the Principal on demand, an amount equal to all Loss suffered or incurred by the Principal arising out of, or in connection with, the storage, handling, relocation, return, sale, disposal or destruction of Customer-Owned Inventory under this clause.

7.9 If the Customer becomes subject to an Insolvency Event, the Principal may retain possession of the Customer-Owned Inventory until all amounts owing by the Customer to the Principal under the Contract (or any other contract between the Customer and the Principal) are paid in full, and may exercise any rights available to it under the Contract, at law or under the PPSA in respect of the Customer-Owned Inventory.

8. Site Access

8.1 The Customer will give the Principal and its Personnel access to the Site.

8.2 The Principal and its Personnel must comply with all Site rules, policies, procedures and reasonable directions of the Customer (including in relation to safety, security and environmental matters) while on Site.

8.3 The Customer may require the Principal's Personnel to complete a Site induction or other training before commencing work on Site.

8.4 The Principal acknowledges and agrees that it will not have exclusive possession of the Site, but only access to the areas allocated by the Customer as are reasonably necessary to enable it to perform the Supply.

8.5 Each party must co-operate with and not impede or obstruct the other party, its Personnel and any other contractors (whether employed or engaged by the other party or not).

8.6 The Customer may, at any time and for any reasonable reason relating to safety, security or operational requirements, direct the Principal or any of its Personnel to leave the Site.

9. Subcontracting

9.1 The Principal may subcontract the performance of the Contract or any part of it with the prior written consent of the Customer, such consent not to be unreasonably withheld.

9.2 No subcontract will relieve the Principal of any of its obligations or liabilities under the Contract.

9.3 The Principal is responsible for the acts and omissions of its subcontractor and their Personnel as if they were the acts and omissions of the Principal.

10. Payment

10.1 In consideration for the performance of the Contract, the Customer will pay to the Principal the Contract Price.

10.2 The Principal must submit a Tax Invoice at the intervals specified in the Contract (or, if not specified, monthly) for amounts due to the Principal in accordance with the Contract.

10.3 Unless expressly stated otherwise in the Contract, the Contract Price is exclusive of GST. The Customer must pay to the Principal an additional amount equal to any GST payable in respect of any taxable supply made under the Contract, at the same time as the Contract Price (or relevant part of it) is payable. The Principal must be registered for GST and must provide its Australian Business Number and a valid Tax Invoice in accordance with the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) before the Customer is obliged to make any such payment.

10.4 The Customer must pay undisputed amounts within 14 days from the date the Tax Invoice is received by the Customer. The Customer may notify the Principal in writing of any disputed amounts.

10.5 Unpaid invoices will attract interest at the Cash Rate Target at the time plus an additional 6% per annum. Interest will be calculated daily and will be compounded monthly. Interest accrues daily from and including the due date for payment up to, but excluding, the actual date of payment.

10.6 Unless expressly stated otherwise in the Contract:

(a) the Contract Price is inclusive of all costs, expenses, fees, duties, excises, imposts, levies and taxes (other than GST) incurred by the Principal in performing the Contract; and

(b) the Customer bears all customs, import and anti-dumping duties.

10.7 All payments are in the currency set out in the Contract and, to the extent that the payment is made in a currency other than Australian dollars, the Customer bears the risk of foreign exchange rate fluctuations on and after the date of the Contract and the Principal is entitled to demand payment of a higher amount due to any such fluctuations.

11. Force Majeure

11.1 Neither party will be liable for any failure or delay in performing its obligations under the Contract (other than an obligation to pay money) to the extent that the failure or delay is caused by a Force Majeure Event.

11.2 A party affected by a Force Majeure Event must notify the other party in writing as soon as practicable after becoming aware of the Force Majeure Event, and must use reasonable endeavours to mitigate the effect of the Force Majeure Event on its performance of the Contract.

11.3 If a Force Majeure Event continues for more than 30 consecutive days, then either party may terminate the Contract, or the affected part of it, by written notice to the other party.

12. Defects

12.1 The Principal warrants the Goods and each part of the Goods against any Defect for the Defects Liability Period.

12.2 The Customer must notify the Principal in writing as soon as reasonably practicable upon becoming aware of any Goods which the Customer considers to be Defective Goods (**Defect Notice**), which Defect Notice must set out full details of the alleged Defect, including a description of the nature and extent of the Defect, the circumstances in which it was identified and any supporting evidence reasonably available to the Customer.

12.3 If the Customer provides a Defect Notice to the Principal, the Principal may inspect the relevant Goods to determine whether they are Defective Goods (acting reasonably).

12.4 If any Goods, or part of a Good, purchased by the Customer is determined to be a Defective Good, the Principal will, at its option, replace or procure the replacement of the relevant Goods, or relevant part of the Goods, refund to the Customer the purchase price for that Goods, provide the Customer with a suitable alternative Goods or provide the Customer with a credit against future Goods purchases, provided that:

(a) the Customer has complied with all of its obligations in these General Conditions and has provided the Principal with a Defect Notice in respect of the relevant Goods, or part thereof, within the Defects Liability Period;

(b) the Customer has provided the Principal with a reasonable opportunity to inspect the relevant Goods;

(c) the Customer has returned the relevant Goods to the Principal's nominated premises, at the Customer's expense;

(d) the Defect is not caused by any assembly, construction, alteration, modification, adjustment, operation, servicing, repair, maintenance or storage of the Goods which is in a manner contrary to the terms of these General Conditions; and

(e) the Customer has complied with all reasonable directions the Principal has provided to the Customer regarding the return or destruction of the relevant Goods (or parts thereof) which are, or are alleged to be, Defective.

13. Technical Reports and Advice

13.1 This clause applies where the Principal provides any interpretation, analysis, report, technical advice, recommendation, opinion, data assessment or similar output (each a **Technical Output**) to the Customer in connection with the Contract, whether provided orally, in writing or in electronic form.

13.2 The Customer acknowledges and agrees that:

(a) any Technical Output is provided on an indicative basis only and represents the Principal's professional opinion based on the information, data, samples, well conditions and other inputs available to the Principal at the relevant time;

(b) the Principal does not warrant or guarantee the accuracy, completeness, reliability or fitness for purpose of any Technical Output, and any use of or reliance on a Technical Output by the Customer is entirely at the Customer's own risk;

(c) subsurface and well conditions are inherently uncertain and subject to variability, and the Principal's Technical Output may be based on incomplete, estimated or assumed data, including data or samples provided by the Customer or third parties for which the Principal has no responsibility;

(d) any recommendation made by the Principal does not relieve the Customer of the responsibility to make its own independent assessment and to exercise its own judgment before acting on or implementing any Technical Output; and

(e) the Customer is solely responsible for all operational decisions made using or based on any Technical Output, including decisions relating to well design, completion, intervention, production or abandonment.

13.3 To the maximum extent permitted by law, the Principal excludes all liability (including liability in contract, tort, negligence or under statute) for any Loss suffered or incurred by the Customer or any Third Party arising out of, or in connection with, any Technical Output, including any loss or damage resulting from any inaccuracy, error, omission or incompleteness in any Technical Output, except to the extent such Loss is finally judicially determined to have resulted directly from the Gross Negligence, fraud or Wilful Misconduct of the Principal.

14. Intellectual Property

14.1 The parties acknowledge that all Background IP remains the property of the party that owns it and nothing in this Contract operates to transfer or assign any Background IP from one party to the other.

14.2 The Principal acknowledges and agrees that all Contract IP vests in the Customer and is the Customer's property as and when created.

14.3 The Principal hereby assigns and must ensure that all of its Personnel assign all of their respective rights, title and interests in and to the Contract IP to the Customer without any Encumbrances.

14.4 The Customer hereby grants the Principal a non-exclusive, perpetual, irrevocable, non-transferrable, royalty-free licence (including the right to sub-licence) to deal with the Customer's Background IP that forms part of the Contract IP to the extent necessary for the Principal to have the full use and benefit of the Contract IP.

14.5 The Principal hereby grants to the Customer a non-exclusive, perpetual, irrevocable, non-transferrable, royalty-free (excluding the right to sub-licence) licence to use the Principal IP that forms part of the Contract IP, solely for the purposes of receiving, maintaining and exploiting the Goods and/or Services supplied under the Contract.

15. Insurance

15.1 For the duration of the Term, the Principal must effect and maintain:

(a) professional indemnity insurance to a minimum value of $1,000,000 for each claim (or such other amount as may be agreed between the parties) in respect of liability arising by reason of any act, error or omission of the Principal or its Personnel in the performance of the Supply;

(b) public liability insurance to a minimum value of $10,000,000 for each occurrence in respect of death, injury or property damage arising from the performance of the Supply;

(c) if the performance of the Contract requires the Principal to use Plant and Equipment, insurance covering all loss of and damage to the Plant and Equipment for its replacement value (or require the owner of the Plant and Equipment to maintain such insurance);

(d) any insurance required by law; and

(e) if the performance of the Contract involves the use of vehicles, third party liability insurance covering all Loss in respect of any injury to, or death of, any person or any loss, damage or destruction to any property arising from the use of motor vehicles.

15.2 Upon the request by the Customer, the Principal must provide the Customer with an insurance certificate of currency or such other evidence as the Customer may require that the Principal and its subcontractors are insured in accordance with the Contract.

16. Termination and Default

16.1 If a party (**Defaulting Party**):

(a) suffers an Insolvency Event;

(b) defaults in the performance of any material provision of this Contract (including payment) and fails to remedy such default within 10 Business Days of receiving written notice from the other party specifying the default,

then the non-Defaulting Party may on giving notice to the Defaulting Party:

(c) immediately terminate the whole or any part of the Contract; or

(d) suspend payment and/or the provision of the Supply (as applicable) under the Contract until the breach has been remedied.

16.2 In the event of either party giving a notice of termination in accordance with this clause 16, the Contract will terminate on the date that the notice is received or such later date as is specified in the notice.

16.3 No action taken by a party under clause 16 will limit the rights, remedies, powers, authorities, discretions, accrued liabilities and accrued obligations of the parties (all of which will continue in full force and effect as if there had been no such termination).

16.4 In the event of either party giving a notice of termination in accordance with clause 16, the Principal must:

(a) immediately cease performance of the terminated Supply or part of the Supply; and

(b) return to the Customer any items issued to the Principal by the Customer during the Term as soon as reasonably practicable.

16.5 Where this Contract is terminated by the Principal under clause 16.1, then the Customer must pay:

(a) all costs incurred by the Principal for demobilisation from the Site;

(b) all costs and expenses reasonably incurred by the Principal in connection with the termination, including any costs of cancelling or adjusting subcontracts, supply agreements or other commitments entered into by the Principal for the purposes of the Supply; and

(c) any other direct loss or damage suffered by the Principal as a result of the termination.

16.6 Clauses 16, 18, 19, 21, 23 and any other provision intended to survive termination or expiry or required to give effect to termination will survive termination or expiry of the Contract.

17. Dispute Resolution

17.1 If at any time there is any Dispute, either party may notify the other party in writing of the existence and nature of a Dispute (**Dispute Notice**).

17.2 Promptly after the date of receipt by the other party of the Dispute Notice (**Notice Date**), senior representatives of each party must meet to discuss and attempt to resolve the Dispute.

17.3 If the parties fail to resolve the Dispute within 20 days of the meeting in clause 17.2, then either party may commence legal proceedings to resolve the Dispute.

17.4 The parties' obligations under the Contract will continue despite the existence of a Dispute.

17.5 Nothing in this Contract prevents either party from seeking injunctive, declaratory or other equitable relief in any court.

18. Limitation on Liability and Indemnities

18.1 Subject to this clause 18, each party (**Indemnifying Party**) releases, indemnifies, and must keep indemnified, the other party, its Related Bodies Corporate and their respective Personnel (**Indemnified Parties**) from and against, and must pay to the Indemnified Parties on demand, an amount equal to all Loss suffered or incurred by an Indemnified Party arising out of, or in connection with:

(a) any loss, destruction of or damage to any property, materials or equipment owned, hired, leased, chartered or otherwise belonging to or provided by the Indemnifying Party;

(b) injury to, sickness or death of, any third party; or

(c) the loss of, damage to or destruction of any property of any third party,

except to the extent that such illness, injury, death, loss, destruction or damage is caused by the Indemnified Parties' fraud, criminal acts or Wilful Misconduct.

18.2 Notwithstanding clause 18.1, the Customer releases and indemnifies, and must keep indemnified, the Principal, its Related Bodies Corporate and their respective Personnel (**Principal's Group**) from and against, and must pay to the Principal on demand, an amount equal to all Loss suffered or incurred by the Principal's Group arising out of, or in connection with:

(a) any personal injury, death or property damage (other than personal injury or death of any of the Principal's Personnel or damage to the Principal's Plant and Equipment) that arises from a Blowout;

(b) any radioactivity, including radiation from naturally occurring radioactive materials, and the clean-up and control of same;

(c) any injury to, destruction of, or loss or impairment of any property right in or to oil, gas, water or other substance, if at the time of the act or omission causing such injury, destruction, loss or impairment, such oil, gas, water or other substance had not been reduced to physical possession above the surface;

(d) any loss or damage to any formation, strata or reservoir beneath the surface or the Well;

(e) the loss of or damage to any of the Principal's Plant and Equipment where any such Principal's Plant and Equipment is in use Down Hole or is under the custody or control of the Customer, including, but not limited to, all revenue and fees the Principal would have earned from the use of the relevant Plant and Equipment, calculated at the applicable Contract rates (or, if none, the Principal's standard published rates), from the date of loss or damage until the date replacement Plant and Equipment is available for use;

(f) damage to, or destruction of, the Principal's Plant and Equipment caused by exposure to unusually corrosive, abrasive or otherwise destructive elements including those which are introduced into the drilling/completion fluid(s) from subsurface formations or the use of corrosive additives in the fluid;

(g) damage to the Principal's Plant and Equipment including, but not limited to, the draw work, caused or contributed to by operations outside the original equipment manufacturer's specification limits;

(h) any pollution or contamination caused by substances originating from beneath the work floor of the Rig, in the course of performing the Services;

(i) any pollution or contamination caused by spills emanating from any of the Principal's Plant and Equipment; and

(j) any pollution or contamination caused by a fire at a Well, a Blowout, seepage of sub-surface origin, or uncontrolled Well flow including the cost of containment, clean-up and disposal associated with the incident in accordance with applicable laws and regulations.

18.3 The total aggregate liability of a party under the Contract, other than pursuant to an indemnity in clause 18.1 or 18.2, is limited to the lesser of:

(a) $1,000,000; and

(b) the Contract Price for the 6-month period immediately prior to the date that the Loss arose,

other than in respect of:

(c) events or circumstances in respect of which insurance proceeds are available to cover that Loss, and amounts so received will not be

included when calculating whether the limit above has been reached; or

(d) any claims caused or contributed to by the fraud, criminal acts or Gross Negligence of a party, its Related Bodies Corporate or its Personnel.

18.4 To the maximum extent permitted by law, neither party will be liable to the other party for Consequential Loss, whether arising out of or in connection with the Contract, under statute, in tort (for negligence or otherwise) or any other basis in law or equity, other than as a result of its Wilful Misconduct or fraud.

19. Variation

19.1 The Principal may vary these General Conditions at any time from time to time.

19.2 A variation to the General Conditions in accordance with clause 19.1 does not apply to Purchase Orders issued prior to the date of that variation, unless the parties agree otherwise in writing.

20. PPSA

20.1 In this clause 20, words and phrases that have defined meanings in the *Personal Property Securities Act 2009* (Cth) (**PPSA**) have the same meaning as in the PPSA unless the context indicates otherwise and a reference to a section is a reference to a section in the PPSA.

20.2 As security for the performance of its obligations under the Contract, including the payment of the amount of its indebtedness to the Principal from time to time, the Customer grants to the Principal a security interest in all of its present and after-acquired personal property (as defined in the PPSA), including anything in respect of which the Customer has at any time a sufficient right, interest or power to grant a security interest.

20.3 The Customer consents to the Principal making registrations on the Personal Property Securities Register (in any manner that the Principal deems appropriate) in relation to any security interest arising under or in connection with or contemplated by the Contract.

20.4 The Principal may apply to register a security interest in any Goods at any time if the Customer has not paid for those Goods in full, including before or after delivery. The Customer waives its right under section 157 of the PPSA to receive notice of any notice of the registration. The Customer agrees that it will, if requested by the Principal, sign any documents, provide any information or do anything else that the Principal requests, to ensure that any security interest granted to the Principal pursuant to the Contract is, to the fullest extent possible under the PPSA, perfected in accordance with the PPSA.

20.5 The Customer agrees to reimburse, upon demand, the Principal for all costs and/or expenses incurred or payable by the Principal in relation to registering or releasing the registration of any security interest granted to the Principal pursuant to the Contract. Unless the Customer has obtained the Principal's prior written consent, the Customer undertakes not to create or purport to create any security interest in the Goods, nor register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party.

20.6 The parties agree that, to the extent permitted by section 115(1) of the PPSA, sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA are excluded. Each party agrees that it will not disclose information of the kind referred to section 275(1) of the PPSA and that this clause constitutes a confidentiality agreement for the purposes of section 275(6)(a) of the PPSA and other provisions of the PPSA.

21. Confidentiality

21.1 Each party must keep confidential all Confidential Information of the other party that it acquires as a result of any dealings with the other party, including as a result of the Contract.

21.2 Each party must, and must ensure that its Personnel do, not use or disclose the Confidential Information for any purpose other than as is necessary for the performance of the Contract.

21.3 Clause 21.1 does not prevent a party or its Personnel from using or disclosing the Confidential Information if:

(a) it is required by law, the rules of a recognised stock exchange or a regulatory direction;

(b) the information is already in the public domain (other than through breach of this clause 21); or

(c) the disclosure is made to the party's professional advisers, auditors or insurers on a confidential basis and solely to the extent necessary for them to perform their functions.

21.4 At a party's request, the other party must, and must procure its Personnel to, deliver up, delete or destroy any physical or electronic documents containing such Confidential Information (including any copies and anything derived from such information).

21.5 Before making any disclosure under clause 21.3 and to the extent practicable, a party must, and must procure its Personnel:

(a) give the other party reasonable written notice of the circumstances of the required disclosure and the Confidential information it proposes to disclose;

(b) if time permits, consult with the other party as to the form of the disclosure; and

(c) use its best endeavours to delay and withhold disclosure until the other party has had a reasonable opportunity to oppose the disclosure by lawful means.

21.6 The obligations under this clause 21 survive termination or expiry of the Contract and continue for a period of two years from the date of termination or expiry.

22. Miscellaneous

22.1 Neither party may assign or novate the Contract or any part of it except with the prior written consent of the other party.

22.2 The Contract, as amended from time to time in accordance with its provisions, represents the entire agreement between the parties and supersedes all prior arrangements.

22.3 The Customer acknowledges that the Principal enters into this Contract in its own right and for its own benefit and also in its capacity as trustee for and for the benefit of its Related Bodies Corporate and this intent and trusteeship will not in any way be limited by any rights granted directly to such Related Bodies Corporate under this Contract or otherwise.

22.4 Where ownership of anything is granted to, or any other rights are held by, the Principal under this Contract, the Principal will hold the same in its own right or in its capacity as trustee for the relevant Related Body Corporate.

22.5 The 1986 United Nations Convention on Contracts for the International Sale of Goods adopted at Vienna, Austria on 10 April 1980 and opened for signature and also for accession on 11 April 1980 and any Act or other law which gives effect to this convention does not apply to the Contract.

22.6 Nothing in the Contract is intended to, or is deemed to, establish any partnership, employment or joint venture between the parties, constitute either party the agent or employee of the other, or authorise either party to make or enter any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

22.7 Except as set out in these General Conditions, no variation of the Contract is effective unless it is agreed in writing and signed by authorised signatories for each party.

22.8 Any provision of the Contract which is void, unenforceable or illegal in any jurisdiction will be read down to the extent necessary for it to be valid and enforceable. If it cannot be read down, the provision must be severed but only to the extent necessary for the Contract to be valid and enforceable.

22.9 The waiver partly or wholly of the terms of the Contract will:

(a) be valid only if in writing and signed by the party giving the waiver;

(b) apply to a particular occasion only;

(c) not be continuing unless expressed to be so; and

(d) not constitute a waiver of any other condition or term.

22.10 The parties will do all things and execute all documents required to permit or facilitate the performance of the transactions contemplated by the Contract.

22.11 The rights and remedies of a party under the Contract are cumulative and not exclusive of any other rights or remedies provided by law.

22.12 Each party bears its own costs of negotiating, preparing and performing its obligations under the Contract.

22.13 The Contract is governed by the laws of Queensland, and each party irrevocably submits to the exclusive jurisdiction of the Courts of Queensland.

23. Definitions and Interpretation

In these General Conditions, unless a contrary intention appears:

Authorisation means any approval, declaration, authorisation, certificate, consent, exemption, filing, licence, notarisation, permit, registration, ruling, statutorily required policy of insurance or waiver (and any renewal or variation of any of them) by or with an Authority.

Authority means:

(a) any government or regulatory department, body, instrumentality, minister, agency or other authority; or

(b) any other person exercising an authority granted to it under an applicable law.

Background IP means all Intellectual Property Rights of a party that:

(a) are in existence at the Commencement Date; or

(b) that the party can demonstrate came into existence after the Commencement Date otherwise than in connection with the Contract.

Blowout means any uncontrolled flow from a Well of drilling fluid, oil, gas or water which cannot be promptly controlled, and which is or is likely to become a hazard to the Personnel or equipment located at the Site or some other loss of Well control.

Business Day means a day other than a Saturday or Sunday or a day that is partly or wholly observed as a public holiday in Brisbane, Queensland.

Cash Rate Target means for a given date, the cash rate target set by the Reserve Bank of Australia and displayed on that date on the website of the Reserve Bank of Australia (or its successor).

Commencement Date means the date specified as the commencement date in the Contract, or if no date is specified, the date on which the Contract is formed in accordance with clause 1.3.

Confidential Information means any information which is by its nature confidential or commercially sensitive and includes all technical, proprietary and operational information, drawings, techniques, processes, know-how, methods of working, data and specifications, trade secrets, customer information and other commercially valuable information of any kind, and the terms of the Contract.

Consequential Loss means any loss of business, loss of production, loss of goodwill, loss of opportunity, loss of data, loss of reputation, and any loss of actual or anticipated profit or revenue, whether arising directly or indirectly.

Contract has the meaning given to that term in clause 1.1.

Contract IP means all Intellectual Property Rights (present or future) created, discovered or coming into existence in connection with the performance of the Contract (including all Intellectual Property Rights in anything developed by the Principal or its Personnel in performance of the Contract).

Contract Price means the total amount payable by the Customer for the Supply, being either:

(a) the fixed lump sum amount set out in the Contract; or

(b) the total fees, charges and disbursements of the Principal in performing the Contract calculated at the agreed rates or on the agreed basis set out in the Contract.

Customer means the person who has issued the Purchase Order to the Principal.

Defect means the failure of a Good to meet the requirements of these General Conditions, but excludes failures that are caused or contributed to by any modification to that Good made or authorised by Customer or its Personnel that the Principal has not authorised in writing, and **Defective** has a corresponding meaning.

Defective Goods means any Goods that have a Defect.

Defects Liability Period means a period of 12 months commencing on the date the Goods were delivered.

Deliverables means all documents, products, designs, reports, specifications, plans and other materials or items of any kind developed, provided or to be provided by or on behalf of the Principal as part of or in relation to the Services.

Delivery Location means the place for delivery of the Supply stated in the relevant Contract.

Delivery Terms means Incoterm (*Incoterms 2020*), as specified in the Contract.

Delivery Time means the time for delivery of the Goods as stated in the Contract, or if no time is specified, within a reasonable time.

Dispute means any dispute, controversy, or claim of any kind or type, whether based in contract, tort, statute, regulation, or otherwise, arising out of, relating to, or connected with the Contract, the Supply, including any dispute concerning the formation, existence, validity, interpretation, performance, breach, or termination of the Contract.

Down Hole means in the well bore, as well as inside casing, tubing or riser below the work floor of the rig or casing or tubing or riser otherwise connected to the Well bore.

Encumbrance means any mortgage, charge, pledge, lien, security interest, title retention arrangement, preferential right, trust arrangement, contractual right of set-off or any other security arrangement or interest of any kind.

Excluded Terms means:

(a) any standard terms and conditions of supply provided or referred to by the Customer; and

(b) any purported variations to these General Conditions, unless the Principal has agreed in writing that those terms prevail over these General Conditions.

Force Majeure Event means any unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the existence of the event, including but not limited to:

(a) natural catastrophes such as earthquake, hurricane, cyclone, volcanic activity, fire emanating from outside of the Site, explosion, floods more severe than a 1 in 100-year event, but excluding all other weather conditions (including, but not limited to, lightning, rain and flooding) regardless of severity;

(b) war (declared or not), civil war, armed conflict or an Act of terrorism;

(c) unforeseen national or state-wide strikes; and

(d) epidemic, pandemic, public health emergency, communicable disease outbreak, or any quarantine, travel restriction, border closure, lockdown, movement restriction or other order, direction or action of a governmental authority arising from or in connection with such event.

General Conditions means these general conditions.

Good Australian Oilfield Practice means recognised oil and gas field methods, procedures and practices consistent with applicable laws and regulations, together with the exercise of that degree of skill, diligence, prudence and foresight that reasonably would be expected from an experienced and competent contractor in Australia under comparable conditions to the relevant activity in the light of known facts, or facts which should reasonably have been known at the time.

Goods means:

(a) any other goods agreed to be supplied by the Principal to the Customer in connection with the Contract; and

(b) any other goods supplied to the Customer by the Principal, to the extent these General Conditions apply to the supply of those goods.

Gross Negligence means any act or omission done or omitted to be done by a party, that is not merely reckless, careless or a breach of duty of care, but rather which constitutes such an entire lack of care as to indicate a conscious indifference and reckless disregard for the avoidable and reasonably foreseeable harmful consequences thereof that affect the property, rights, safety or welfare of any person, property or entity or the environment.

GST has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Hired Plant and Equipment means:

(a) the Plant and Equipment hired by the Customer referred to in the Contract;

(b) any other Plant and Equipment expressly agreed to be hired by the Customer in connection with the Contract; and

(c) any other Plant and Equipment hired by the Customer, to the extent these General Conditions apply to the supply of those services.

Insolvency Event means, in respect of a party, that party:

(d) is unable to pay its debts as and when they fall due;

(a) has a controller, administrator, liquidator, provisional liquidator or similar officer appointed;

(b) enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;

(c) has any petition, application, order or resolution for its winding up or dissolution; or

(d) is otherwise deemed to be insolvent under any applicable law.

Intellectual Property Rights means intellectual property and rights including any copyright, trademarks, patents, designs, circuit layout rights, the right to protect Confidential Information, know-how and trade secrets and any application or right to apply for registration of any of those rights.

Loss means any liability, loss, claim, action, damage, cost, charge or expense (including legal costs on a full indemnity basis) of any nature.

Personnel means, in relation to a party, any employee, officer, agent, contractor or subcontractor of that party (but excluding the other party and its Personnel).

Plant and Equipment means all machinery, plant, equipment, tools, consumables, temporary buildings, appliances, scaffolding, form work and other items of a similar nature used for or in relation to the performance of the Contract (but not including any Deliverables or Goods).

Principal IP means the Principal's Background IP that is incorporated in or required to be used with anything supplied under the Contract.

Principal means OnSpec DAQ Holdings Pty Ltd ACN 668 747 939 and its successors and assigns.

Purchase Order means a purchase order issued by the Customer to the Principal.

Quotation means a written quotation provided by the Principal to the Customer in connection with the Supply.

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth).

Rig means any drilling rig, workover rig, completion rig, service rig or similar equipment used or to be used by the Principal in performing the Services.

Services means:

(a) the services referred to in the Contract;

(b) any other services expressly agreed to be supplied to the Customer by the Principal in connection with the Contract; and

(c) any other services supplied to the Customer by the Principal, to the extent these General Conditions apply to the supply of those services.

Site means the places and locations to be made available to the Principal by the Customer for the purpose of the Principal performing the Services or for any other purpose under the Contract.

Special Conditions means any special conditions set out in, or attached to, the Quotation.

Supply means the supply of Goods, the provision of Services (including any Deliverables forming part of the Services), the hire of Hired Plant and Equipment and all other things to be performed in accordance with the Contract.

Tax Invoice has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Term means the period commencing on the Commencement Date and ending on the earlier of:

(a) the date that all obligations under the Contract have been performed;

(b) the expiry of any fixed term specified in the Contract; or

(c) the date on which the Contract is terminated in accordance with its terms.

Third Party means any party that is not the Customer, the Principal, their respective Related Bodies Corporate or their respective Personnel.

Well means:

(a) for drilling: the location where the Principal is to drill a hole and the hole created by the Principal providing the Services under the Contract; or

(b) for a workover: the well nominated by the Customer for which the Principal is to provide the Services under the Contract.

Wilful Misconduct means any act or omission by a party, which was committed deliberately with the intention to cause loss, harm or damage and with wanton indifference by that party with respect to the harmful consequences, loss, harm or damage that party knew would result from that act or omission.

23.1 In the Contract, unless a contrary intention appears:

(a) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(b) the plural includes the singular and vice versa;

(c) a reference to this Contract or another instrument includes any variation or replacement of any of them;

(d) references to natural persons include corporations and vice versa;

(e) a provision of these General Conditions must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of these General Conditions or the inclusion of the provision in the Contract;

(f) a reference to a law includes a modification, re-enactment or substitution for it, and a requirement issued under or derived from it.

(g) words such as “including” or “for example” are not words of limitation;

(h) if a party includes two or more persons, an obligation of those persons is joint and several, a right of those persons is held by each of them separately, and any other reference to that party or term is a reference to each of those persons separately; and

(i) where the Contract states a direction is to be or may be given by the Customer, that direction may be given by an authorised representative of the Customer.