

PIPE CORE GENERAL TERMS AND CONDITIONS OF SALE OR HIRE

These terms and conditions are between Pipe Core Pty Ltd ACN 132 002 950, Unit 8, 600 Lorimer Street, Port Melbourne Victoria 3207, Australia (Pipe Core) and the customer named in the Invoice (Customer).

Whereas:

- A. Pipe Core is an importer, manufacturer and wholesaler of Products and Equipment for sale and provides Equipment for hire to customers;
- B. The Customer is an experienced and licensed plumber, and purchases or hires Products, Equipment or Services from Pipe Core for the purpose of providing plumbing services to its end customers, including rehabilitation of pipes; and
- C. Pipe Core also offers a range of optional Services to the Customer to support its customers rehabilitation of pipes and other plumbing activities.

The following terms and conditions apply to each sale of Products or Equipment or the provision of Services:

1. Definitions

Except where the context otherwise requires:

Associates means Pipe Core employees, or authorised consultants or agents, and includes Manufacturer representatives authorised by Pipe Core to provide Services.

Business Day means a day that is not a Saturday or a Sunday, or a day that is wholly or partly observed as a public holiday in Melbourne, Victoria, Australia.

Confidential Information means all information disclosed (whether orally, in writing or in any other form) by one party (the Disclosing Party) to the other party (the Recipient) in connection with these Terms which is identified or marked as being confidential, or is commercially sensitive in nature and if disclosed may harm Pipe Core or the Manufacturer, and all copies, notes and records and all related information based on or arising out of any such disclosure which is not:

- a) in the public domain (otherwise than as a result of a breach of this agreement);
- b) required by law to be disclosed; or
- c) independently developed or known by the Recipient.

Confirmation means an acceptance in writing or orally by Pipe Core of an Order from a Customer.

Delivery Date means the date on which the Products, Equipment or Services are to be provided to the Customer.

Equipment means equipment Pipe Core sources from a Manufacturer (including amendments made by Pipe Core for Australian compliance or additional functionality) for sale or hire to the Customer.

Force Majeure Event means an unforeseeable event or circumstance beyond the reasonable control of a party, including:

- a) an act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
- b) an emergency, insurrection, riot, war, terrorism, sabotage, blockade, revolution, civil commotion, epidemic or pandemic, strikes or other industrial action;
- c) delays due to acts by a government authority or any amendments to Regulations, laws or standards; and
- d) disruption, loss, damage, delay or re-scheduling whilst Products or Equipment are in transit.

GST means any goods and services tax, value added tax or similar taxes imposed on the sale, hire or supply of goods, services or rights, including but not limited to a tax imposed by the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and the related imposition Acts of the Commonwealth.

Intellectual Property Rights or **IPR** means all intellectual property rights throughout the world, including:

- a) patents, copyright, rights in circuit layouts, registered designs, trade or service marks, trade, business or company names, indication of source or appellation of origin, or any right to have Confidential Information kept

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confidential;

- b) any application or right to apply for registration of, or assert or waive, any of these rights ; and
- c) trade secrets, ideas, concepts, materials, know-how and techniques.

Invoice means a Pipe Core tax invoice for the sale of Products or Equipment, or hire of Equipment, or the provision of Services.

Manufacturer means the third party supplier of Products or Equipment to Pipe Core, or a third party supplier of items that are used in the performance of Services.

Manufacturer Guarantee means a guarantee or other like instrument provided by the Manufacturer for its Products or Equipment.

Manufacturer Installation Instructions means a set of instructions published by the Manufacturer and made available by Pipe Core, for the proper use of Products or Equipment in accordance with the Manufacturer's specifications or a Manufacturer Operating Manual.

Manufacturer Operating Manual means the operational instructions, user guides or user manual as published by the Manufacturer regarding the proper use of Products or Equipment.

Manufacturer Tests means test results provided by the Manufacturer regarding product life or other results following the proper installation or use of Products or Equipment in accordance with the Manufacturer Installation Instructions or a Manufacturer Operating Manual

Material Safety Data Sheets means the material safety data sheets concerning the safe handling of Products or Equipment published by the Manufacturer and may include additional information provided by Pipe Core for compliance with Regulations or Standards.

Manufacturer Technical Data Sheets means the technical data, specifications and information concerning Products, Equipment or Services as published by the Manufacturer.

Order means a Customer's order forwarded to Pipe Core for the purchase or hire of Products or Equipment, or the provision of Services.

PPS Act means the Personal Property Securities Act 2009 (Cth).

Price means the agreed price for the sale of Products or Equipment, the rental for hire of Equipment, or the fee for Services as set out in the Invoice.

Payment Terms means the terms of payment by the Customer to Pipe Core under an Invoice.

Products means consumable products Pipe Core sources from a Manufacturer for on-sale to the Customer.

Regulations means the relevant regulations for the use, installation, maintenance, storage and handling of Products or Equipment or the rehabilitation of pipes by use of Cured In Place Pipe (CIPP), and construction generally, and includes amongst other things:

- a) in Australia, each State or Territory publishes legislation that consists of an Act of Parliament and subordinate legislation which empowers the regulation of building work and plumbing and drainage installations. The legislation also contains the administrative provisions to empower the Australian Buildings Codes Board to publish the National Construction Code, Building Code of Australia, Plumbing Code of Australia, administer the WaterMark Certification Scheme, and provide inspections, audits and the review and enforcement of standards; and
- b) in New Zealand the legislation contained in the Building Act 2004 empowers the New Zealand Building Code and also requires compliance with the Plumbing Code of Australia.

Services means the training conducted by Pipe Core for the use of Products and Equipment, the repair, servicing or rental of Equipment, or any published additional services as offered by Pipe Core from time to time.

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Standards means relevant International, Australian and New Zealand standards relating to the use, installation, maintenance, storage and handling of Products or Equipment or the rehabilitation of pipes and construction, and includes amongst other things:

- a) ISO11296.4: Plastic Piping systems for renovation of underground non-pressure drainage and sewerage networks Part 4: Lining with Cured in Place Pipes;
- b) WMTS 518: Rehabilitation of Existing Non-Pressure pipelines by use of Cured in Place Pipe (CIPP); and
- c) AS/NZS 3500: Plumbing and Drainage; AS/NZS 1260:2017 PVC pipes and fittings for drain, waste and vent applications

Terms means these terms and conditions of sale or hire.

Training Certificate means a certificate provided by Pipe Core to a Customer's employee to acknowledge that the employee has attended and participated in an optional training session conducted by Pipe Core or its Associates.

WaterMark means the certification by the Australian Building Codes Board under the regulatory framework of the National Construction Code that sets out technical requirements that are required to be satisfied when undertaking building work or plumbing and drainage installations in Australia.

2. Primary obligations

- 2.1 The Customer acknowledges that Pipe Core supplies Products, Equipment and Services on a non-exclusive basis.
- 2.2 These Terms apply to the placement of an Order and the sale or hire of Products or Equipment or the provision of Services as set out in the Invoice. The Customer acknowledges that these Terms may be amended from time to time and the Terms applicable to the sale or hire of Products or Equipment or the provision of Services are those Terms published by Pipe Core on its website www.pipecore.com.au as at the date of the Invoice.
- 2.3 Pipe Core will publish where available the Manufacturer Technical Data Sheets, Manufacturer Installation Instructions, Manufacturer Operating Manual, Manufacturer Material Safety Data Sheets, Manufacturer Tests and the period of time for any Manufacturer Guarantee.
- 2.4 The Customer may place an Order with Pipe Core for Products or Equipment or the provision of optional Services and if Pipe Core fulfils that Order the Customer shall pay the Price as set out in the Invoice and in accordance with these Terms.
- 2.5 The Products and Equipment will conform to the Manufacturer Technical Data Sheets and the quantities as set out in the Invoice.
- 2.6 The Services will be performed by Pipe Core as published from time to time and in accordance with the Invoice.
- 2.7 Pipe Core may set out special terms relating to the sale or hire of Products or Equipment or the provision of Services in the Invoice and those terms will be in addition to these Terms. In the case of a conflict the special terms set out in an Invoice will prevail over these Terms.

3. Placement of order

- 3.1 The Customer may request a non-binding quotation from Pipe Core to assess a proposed purchase or hire.
- 3.2 The Customer may place an Order with Pipe Core to purchase Products or Equipment or hire Equipment or the provision of Services. An Order may be made in writing, by email, orally or submitted via the Pipe Core website, and in placing an Order the Customer may refer to the Pipe Core quotation if applicable and valid.
- 3.3 An Order is accepted when Pipe Core has issued the Customer with a Confirmation of the Order setting out the final terms including the Delivery Date, or upon Pipe Core issuing an Invoice when the Order is shipped as the case may be. Once an Order has been accepted by Pipe Core the Order may only be varied by mutual agreement in writing.
- 3.4 The Customer must ensure that the Products or Equipment in an Order are fit and suitable for the purpose of which

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the Customer intends to use the Products or Equipment. Pipe Core is under no liability if the Products or Equipment were ordered incorrectly.

- 3.5 Pipe Core will represent the length, weights and measures of Products and Equipment as labelled by the Manufacturer, and the Customer acknowledges that there may be commercial tolerance of plus or minus 5% in lengths, weights or measures during the manufacture of Products and Equipment.

4. Delivery

- 4.1 The proposed Delivery Date for the delivery of Products or Equipment or the provision of Services and any additional freight costs will be set out in the Confirmation or Invoice.
- 4.2 Pipe Core will inform the Customer if the Delivery Date cannot be met and confirm a revised Delivery Date for an Order after taking into consideration the causes for any delays including a Force Majeure Event. If the revised Delivery Date is more than 7 Business Days later than the Delivery Date in the Confirmation, subject to clause 15 the Customer may amend or cancel the Order provided that the amendment or cancellation is notified to Pipe Core before the Order is shipped from Pipe Core's premises.
- 4.3 Pipe Core may inform the Customer that due to inventory shortages at the time of a Delivery Date for an Order, Pipe Core will make partial deliveries at its freight cost.
- 4.4 Pipe Core may suspend delivery of an Order if in the opinion of Pipe Core the Customer has a credit risk based on history of payments to Pipe Core, or other credit check information available to Pipe Core. If an Order is suspended by Pipe Core the Customer may pay for the Order in full prior to delivery or cancel the Order.
- 4.5 The Customer must inspect the Products and Equipment upon receipt and unless the Customer otherwise notifies Pipe Core in writing within 2 Business Days after receipt, the Products and Equipment will be regarded as accepted by the Customer.

5. Title and Risk

- 5.1 If Pipe Core sells Products or Equipment to the Customer, then:
- title in the Product or Equipment will pass to the Customer only upon payment in full of the Price for the Products or Equipment and any other moneys owing by the Customer to Pipe Core;
 - risk of loss and any damage to Products or Equipment passes to the Customer upon delivery of the Products or Equipment to the Customer or to the location set out in the Invoice;
 - the Customer may not reject Products or Equipment solely on the basis of a minor defect; and
 - the Customer has the right to dispose of Products in the regular course of its business if the Price for the Products or Equipment has been paid in full.
- 5.2 If Pipe Core hires Equipment to the Customer, then:
- title in the Equipment remains the property of Pipe Core;
 - risk of loss and any damage to the Equipment whilst in the possession of the Customer passes to the Customer until the Equipment is returned to Pipe Core;
 - notwithstanding whether Pipe Core has registered its interest or has perfected first priority security interest in the Equipment under the PPS Act or not, the Customer must do all things necessary including providing consents and signing of documents to ensure Pipe Core's security interest in the Equipment is enforceable, perfected and otherwise under the PPS Act enabling Pipe Core to gain first priority and exercise its rights for its security interest in the Equipment; and
 - the Customer waives its rights to receive a verification statement under the PPS Act.
- 5.3 If Pipe Core has possession of Equipment that is the property of the Customer for the purpose of conducting repairs or servicing of such Equipment, then:

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- a) title in the Equipment remains the property of the Customer; and
- b) risk of loss and any damage to the Equipment whilst in the possession of Pipe Core remains with the Customer.

6. Payment

- 6.1 The Customer must pay the Price in accordance with the Payment Terms as set out in the Invoice and in accordance with these Terms.
- 6.2 Time is of the essence with respect to the Customer's payment obligations. The Customer does not have the right to deduct, set-off, reduce or vary the Price or Invoice value unless agreed by Pipe Core in writing.
- 6.3 If the Customer disputes the whole or any part of the Invoice, the Customer must pay the undisputed portion in accordance with the Payment Terms. The Customer must submit documentary evidence to Pipe Core to substantiate any disputed amount within 2 Business Days after receiving the Products, Equipment or Services and both parties must use their best endeavours to resolve the disputed amount within 5 Business Days.
- 6.4 If the Customer fails to pay the Price in full to Pipe Core in accordance with the Payment Terms, or a disputed amount is not adjusted by Pipe Core due to insufficient documentary evidence or validity of a disputed amount, Pipe Core may recover from the Customer interest on all outstanding amounts at the simple interest rate of 10% per annum calculated daily, and any debt collection service costs incurred by Pipe Core.

7. Services

- 7.1 Pipe Core may offer optional Services to the Customer to support the use of Products or Equipment.
- 7.2 The range of Services may include:
 - a) training of the Customer's employees in the proper use and installation of Products or Equipment in accordance with the Manufacturer Technical Data Sheets, Manufacturer Installation Instructions, Manufacturer Safety Data Sheets and Manufacturer Operating Manuals, including the provision of Training Certificates;
 - b) repairs of Equipment supplied by Pipe Core to the Customer;
 - c) repairs to other equipment; and
 - d) other services.
- 7.3 Pipe Core will describe the scope of any Services and any special terms relating to the provision of the Services in the Invoice for the Services.
- 7.4 If the Customer hires Equipment from Pipe Core the Customer must:
 - a) before taking delivery of the Equipment ensure that the Customer is adequately covered by insurance for theft or damage in a sum equal to the replacement value of the Equipment, and product and public liability relating to the use of the Equipment;
 - b) comply with any Manufacturer Operating Manual whether supplied by Pipe Core or marked on the Equipment or as orally described by Pipe Core before hiring the Equipment;
 - c) ensure that any person collecting or taking delivery of Equipment on behalf of the Customer is authorised by the Customer to do so and the Customer will not allege that any such person is not so authorized;
 - d) ensure that all persons operating the Equipment are suitably instructed in its safe and proper use and where necessary hold a current and appropriate certificate of competency or are fully licensed as the case may be;
 - e) conduct a thorough hazard and risk assessment before using the Equipment and comply with all Occupational Health and Safety laws relating to the Equipment and its operation;
 - f) safely secure all Equipment loaded in or on the Customer's vehicle or trailer, and indemnify Pipe Core in respect of any injury or damage caused by Equipment dislodged or falling from the Customer's vehicle or trailer operated by or on behalf of the Customer;

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- g) operate the Equipment with an adequate motor vehicle, and power source, connectors, hoses and the like as specified in the Manufacturer Operating Manual or as instructed by Pipe Core;
- h) return the Equipment to Pipe Core when it is due;
- i) return the Equipment to Pipe Core clean and in good repair;
- j) report and provide full details to Pipe Core of any accident or damage to the Equipment within 2 Business Days of the accident or damage occurring;
- k) not tamper with or damage the Equipment;
- l) not repair the Equipment unless authorised by Pipe Core to do so;
- m) not lose the Equipment or give possession, lease or hire the Equipment to any other person;
- n) not rely upon any representation relating to the Equipment or its operation other than those contained in any Manufacturer Operating Manual;
- o) not allow any person to use or operate the Equipment if the person is affected by drugs or alcohol; and
- p) not exceed the loads or capacities set out in any Regulations or Standards relating to the use of the Equipment, and not exceed any specified loads, capacities or limitations of the Equipment as set out in a Manufacturer Operating Manual.

7.5 If the Customer hires Equipment from Pipe Core and:

- a) the Customer does not return the Equipment by the due date and time as specified on the Invoice, the Customer must pay to Pipe Core the Price for the period between the due date and time and the date and time that the Customer returned the Equipment;
- b) the Customer does not return the Equipment in a clean condition, the Customer must pay to Pipe Core a cleaning fee;
- c) the Customer returns the Equipment with damage caused or contributed to by the Customer during its use, transport or operation, and the damage can be repaired to the Equipment's previous or improved condition, the Customer must pay Pipe Core the Price for labour and parts for the repair;
- d) the Customer returns the Equipment with damage caused or contributed to by the Customer during its use, transport or operation, and the damage cannot be repaired to the Equipment's previous or improved condition, the Customer must pay Pipe Core the writeoff cost for the Equipment;
- e) the Customer fails to return the Equipment on the date and time set out in a written notice provided by Pipe Core, if Pipe Core nominates that it will attempt to recover the Equipment from the Customer then the Customer must pay Pipe Core the Price for labour and other costs to recover the Equipment, whether recovered or not;
- f) the Customer fails to return the Equipment on the date and time set out in a written notice provided by Pipe Core, and Pipe Core at its sole discretion nominates that it will not recover the Equipment, the Customer must pay Pipe Core the Price for the new replacement of the Equipment not returned; and
- g) the Customer agrees it will not withhold payments of the Price set out in this clause pending any insurance claim it may have against its insurer.

7.6 If Pipe Core offers to service or repair Equipment purchased from Pipe Core or other equipment that is the property of the Customer, Pipe Core will:

- a) exercise due care to repair or service the Equipment sold by Pipe Core in accordance with the Manufacturer Technical Data Sheets and other instructions;
- b) exercise due care to repair or service other equipment not sold by Pipe Core; and
- c) use genuine parts wherever possible.

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8. Warranties

8.1 Pipe Core warrants that the Products and Equipment:

- a) will be of merchantable quality;
- b) will be free from defects in design, materials, workmanship as specified in Manufacturer Technical Data Sheets and Manufacturer Operating Manual; and
- c) will be fit for their intended purpose, as published by the Manufacturer.

8.2 Pipe Core warrants that Services will be performed efficiently, with due care and skill and to the best of the knowledge and expertise of Pipe Core or its Associates.

8.3 The Customer warrants that the Customer:

- a) has the capacity to enter into these Terms;
- b) will and will cause its employees to only use, install, maintain, store and handle the Products and Equipment as intended for their use by the Manufacturer and only in accordance with any Manufacturer Technical Data Sheets, Manufacturer Operating Manuals, Manufacturer Material Safety Data Sheets and Manufacturer Installation Instructions;
- c) will and will cause its employees and contractors to comply with the relevant Regulations and Standards for the use, installation, maintenance, storage and handling of the Products and Equipment;
- d) accepts the obligation and liability to conduct adequate training and testing for its employees skills, knowledge and understanding in the proper use, installation, maintenance, storage and handling of the Products and Equipment; and
- e) acknowledges and accepts that small changes in resin recipes or components may cause damage, and the Customer will test the suitability of the Products or Equipment at its premises in controlled conditions and circumstances comparable to the intended use, prior to the use or installation of the Products and Equipment at property owned by a third party, and will record and maintain the results and samples from all tests at all times.

9. Manufacturer Guarantee and Claims where the Customer purchases Products or Equipment

9.1 If the Customer purchases Products or Equipment, and the Manufacturer offers a Manufacturer Guarantee on Products or Equipment, Pipe Core will publish the time period and any other terms for such a Manufacturer Guarantee for the item of Product and Equipment.

9.2 If a Manufacturer Guarantee does not exist on an item of Product or Equipment, Pipe Core may publish the time period and any other terms and conditions for any Pipe Core guarantee offered for the item of Product or Equipment.

9.3 If the Customer purchases Products or Equipment from Pipe Core and wishes to make a claim:

- a) if the Product or Equipment has not been used or installed, then the Customer must inform Pipe Core in writing within 5 Business Days of receipt with evidence of the defect and if requested allow Pipe Core to inspect the defect;
- b) if the Product or Equipment has been used or installed, then the Customer must inform Pipe Core in writing within 2 Business Days of when the Customer first detected the fault evidence of the defect and if requested allow Pipe Core to inspect the defect; and
- c) for the purpose of this clause 9.3, evidence of a defect must include detailed documentation of the use, step

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by step description of the installation method applied, samples, images, and the results and samples from the tests conducted by the Customer prior to the installation or use.

9.4 If the Customer purchases Products or Equipment from Pipe Core and subject to the exclusions set out in clause 11.3:

- a) if the item of Product or Equipment is covered by a Manufacturer Guarantee and the Manufacturer agrees to repair or replace the defective item, Pipe Core will procure the Manufacturer to repair or replace the item of Product or Equipment that has the defect in quality arising from the manufacture of the Products or Equipment;
- b) if the item of Product or Equipment is not covered by a Manufacturer Guarantee and Pipe Core has published a Pipe Core guarantee or set out a Pipe Core guarantee as a special term in the Invoice for that item, Pipe Core will repair or replace the item that has the defect in quality arising from the manufacture of the Product or Equipment at its cost;
- c) if a Customer claim has been accepted under the terms of a Manufacturer Guarantee or a Pipe Core guarantee, Pipe Core will inform the Customer of the Delivery Date for the repair or replacement of the defective Product or Equipment. If the Delivery Date for the repair or replacement item is greater than 45 Business Days from the date of the valid claim being submitted to Pipe Core with sufficient evidence, upon the return of the defective item to Pipe Core the Customer may request that Pipe Core provides a credit to the Customer for the amount set out in the Invoice for that invoiced item; and
- d) if an item of Product or Equipment is not covered by a Manufacturer Guarantee or a Pipe Core guarantee, Pipe Core is not obligated to repair or replace the item.

10. Intellectual Property Rights

- 10.1 A party does not grant or transfer any right, title or interest in any IPR of the party to the other. The Customer must not use any IPR owned by Pipe Core or by a Manufacturer, unless so authorised by Pipe Core in writing.
- 10.2 A party must not cause or permit anything that may amount to infringement of, misuse, interference with, damage or endangerment to IPR of the other party or assist others to do so.
- 10.3 Pipe Core reserves to itself or the Manufacturer all ownership and copyrights to illustrations, drawings, cost estimates, calculations or other documents concerning the Products, Equipment or Services. They must not be made accessible to third parties without the written consent of Pipe Core and must be returned to Pipe Core immediately upon request in writing.

11. Indemnity and Limitation of Liability

- 11.1 Except as expressly set out in these Terms, to the maximum extent permitted by applicable law Pipe Core makes no warranties or representations, express or implied, relating to the Products or Equipment or its Services.
- 11.2 The Customer acknowledges and agrees that, to the maximum extent permitted by law, Pipe Core shall not be liable for any damages or loss whatsoever howsoever arising where the Customer has breached any warranties or obligations under these Terms.
- 11.3 Pipe Core shall not be liable for damage or defects:
 - a) resulting from the improper use, installation, maintenance or handling of the Products or Equipment by the Customer, its employees or a third party, where the use, installation, maintenance or handling does not strictly comply with the Manufacturer Technical Data Sheets, Manufacturer Installation Instructions, Manufacturer Operating Manual, and Manufacturer Material Safety Data Sheets;
 - b) resulting from the Customer not strictly complying with Regulations, Standards or Watermark;
 - c) resulting from natural wear and tear;

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- d) occurring after the period set out in a Manufacturer Guarantee or a Pipe Core guarantee;
- e) resulting from defective assembly, defective or negligent treatment, use of improper other equipment, use of improper replacement materials and parts, chemical, electrochemical, electromagnetic, electric, atomic radiation or similar impact, atomic radiation, use of unsuitable devices supplied by the Customer; or
- f) resulting from any shortage of skills, knowledge or lack of understanding by the Customer or its employees, contractors or agents using the Products or Equipment.

- 11.4 The Customer indemnifies Pipe Core for all injury or damage to the extent caused or contributed to or by the Customer to any persons and property in relation to the use or installation of Products or Equipment. The Customer must carry adequate insurance to cover all liabilities incurred as a result of the use, transport or installation of Products or Equipment.
- 11.5 The maximum aggregate liability of Pipe Core under these Terms (whether arising in contract, tort (including negligence), equity, product liability, under any warranty or indemnity, by operation of or subject to statute) for loss or damage sustained by the Customer is limited to the amount paid by the Customer to Pipe Core for the purchase of Products or Equipment or the hire of Equipment or the provision of a Service.
- 11.6 Notwithstanding any other provision of these Terms, to the extent permitted by law, neither party is liable to the other party in contract, tort, equity, product liability, under any warranty or indemnity, by operation of statute or otherwise for any kind of:
- a) loss of opportunity;
 - b) loss of profit or anticipated profit;
 - c) loss of contract;
 - d) loss of goodwill; or
 - e) indirect or consequential loss or damage, incurred or suffered by a party.

12. Confidential Information

- 12.1 The Recipient:
- a) must keep the Confidential Information confidential;
 - b) may use the Confidential Information but only in relation to these Terms;
 - c) may disclose the Confidential Information to enable it to perform its obligations under these Terms but only to its employees to the extent that they have a need to know;
 - d) must not copy the Confidential Information or any part of it other than as strictly necessary for the purposes of these Terms and must mark if required by the Disclosing Party any copy as Confidential Information;
 - e) must implement security practices against any unauthorised copying, use, disclosure (whether that disclosure is oral, in writing or in any other form), access, damage or destruction;
 - f) must promptly notify the Disclosing Party if the Recipient suspects or becomes aware of any unauthorised copying, use or disclosure in any form; and
 - g) must comply with any reasonable direction of the Disclosing Party in relation to the Confidential Information.
- 12.2 On request by the Disclosing Party, the Recipient must promptly return to the Disclosing Party or destroy any or all copies of Confidential Information.
- 12.3 The Recipient's obligations under this clause 12 survive termination or expiry of these Terms.

13. GST

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- 13.1 Unless expressly stated to be inclusive of GST, the consideration for the supply of Products, Equipment or Services under these Terms has been calculated exclusive of GST.
- 13.2 If GST is imposed on a supply, the Customer must pay, in addition to the GST-exclusive consideration, an amount equal to the GST payable by Pipe Core in respect of the supply. Any amount payable under this clause 13.2 is payable on the day that payment of the consideration (or part of the consideration) for the supply that has given rise to the obligation to pay GST, is required to be paid.
- 13.3 If the consideration is expressly stated to be inclusive of GST and if an applicable law increases or decreases the rate of GST, then the consideration (inclusive of GST) will be increased or decreased to take into account the increase or decrease in the rate of GST.
- 13.4 Where GST is imposed on a supply, Pipe Core must ensure that any Invoice or other request or demand for payment constitutes a tax invoice that will, where applicable, enable the Customer to claim any tax credits for the GST in respect of supplies to which the Invoice relates.
- 13.5 Each party will use its reasonable efforts to do everything required by the relevant GST legislation to enable or assist the other party to claim or verify any tax credit, set off, rebate or refund in respect of GST paid or payable in connection with supplies under these Terms.

14. Disputes

- 14.1 All disputes or claims must be addressed and resolved as follows:
- a) A party must first give the other party a notice of dispute in writing which includes a detailed description of the dispute or claim, the nature of the dispute or claim, the factual and legal basis for the dispute or claim, and the relief sought;
 - b) Within 10 Business Days after giving the notice of dispute, the receiving party must provide a response in writing to the sending party responding to the key points described in the notice of dispute;
 - c) The parties shall use best commercial efforts, acting in good faith, to negotiate and agree to a resolution of the dispute or claim within a further 10 Business Days;
 - d) If all of the steps described above have been completed and the dispute or claim is not resolved, or 45 Business Days has elapsed after a notice of dispute has been given and the parties have not resolved the matter, then a party may as it decides pursue the matter by legal proceedings.

15. Force Majeure

- 15.1 If a party ('Notifying Party') is wholly or partially unable to perform its obligations under these Terms because of a Force Majeure Event, then:
- (a) as soon as reasonably practicable after the Force Majeure Event arises, the Notifying Party must notify the other party of:
 - (i) the extent to which the Notifying Party is unable to perform its obligations under these Terms;
 - (ii) the steps the Notifying Party is taking to mitigate, minimise or manage the effects of the Force Majeure Event on the performance of its obligations; and
 - (iii) an estimate of any additional costs, time or resources required by the Notifying Party to enable it to re-commence complete performance of its obligations;
 - (b) those obligations will be suspended for so long as the Force Majeure Event continues and the obligations cannot be performed; and
 - (c) neither party will be liable to the other party for any loss or damages the other party suffers or incurs as a result of the Force Majeure Event.
- 15.2 Until the Notifying Party can re-commence complete performance of all of its obligations in accordance with these Terms, the Notifying Party must continue to perform its other obligations that remain unaffected by the Force Majeure Event (if any) to the extent reasonably practicable.

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- 15.3 If the delay arising directly from the Force Majeure Event continues or is likely to continue for more than ninety (90) Business Days from the date it is first notified under this clause 15, either party may immediately cancel the Order by notice in writing to the other party.

16. General Provisions

- 16.1 *Assignment.* A party shall not assign an Order or these Terms or any payment or any other right, benefit or interest under the Order or these Terms without the written approval of the other party.
- 16.2 *Joint and Severability.* If there is more than one person named as the Customer, the Customer's obligations will be joint and several.
- 16.3 *Rights and obligations.* These Terms supersede any negotiations or prior agreements or prior versions of these Terms, whether written or oral, in respect of these Terms.
- 16.4 *Representations.* Each of the parties acknowledges that in agreeing to enter into these Terms it has not relied on any representation, warranty or other assurance except those set out in these Terms.
- 16.5 *Severability.* If any provision of these Terms is void, voidable, unenforceable or illegal, then it is to be severed from these Terms as the case may be and the remainder of these Terms will continue with full force and effect. A Court may modify or amend any provision of these Terms so that it is no longer void, voidable, unenforceable or illegal to place the parties in as similar a position as is possible if the provision was not void, voidable, unenforceable or illegal.
- 16.6 *No waiver.* A failure or delay by a party to exercise any right or remedy provided under these Terms or by law will not constitute a waiver of that or any other right or remedy, or preclude or restrict the further exercise of that or any other right or remedy. A single or partial exercise of a right or remedy will not preclude or restrict the further exercise of that or any other right or remedy.
- 16.7 *Whole Agreement.* These Terms (including any Order, Confirmation and Invoice) contain the whole agreement between the parties in relation to the supply of Products or Equipment or the provision of Services. Unless expressly set out in the Invoice as special conditions of sale, no other understanding, arrangement or provision is binding upon the parties.
- 16.8 *No Amendment.* A variation, modification or alteration of any of these Terms is not effective unless in writing.
- 16.9 *No Partnership.* These Terms do not create a partnership between Pipe Core and the Customer.
- 16.10 *Governing Law.* These Terms will be governed by and construed in accordance with the laws in force in Victoria, Australia.