

TERMS AND CONDITIONS - Supply and Sale of Products

These Terms and Conditions apply to all supplies of Products by Joinlox Pty Ltd ABN: 97 134 229 388 to the Customer.

1. DEFINITIONS

- (a) In the remainder of these terms and conditions, Joinlox Pty Ltd shall be referred to as "Joinlox".
- (b) The person, firm or company with whom Joinlox shall enter into a contract shall be referred to as "the Customer".
- (c) "Offer" shall mean the quotation or tender provided to the Customer by Joinlox together with these terms and conditions of contract.
- (d) "Price" means the price to be paid by the Customer for the Products.
- (e) "Products" means the products described and referred to in the Offer annexed to these terms and conditions, which has been provided by Joinlox to the Customer.

2. GENERAL

- (a) Joinlox reserves the right to update or amend these Terms and Conditions at anytime. It is up to the Customer to ensure they have the latest version, available at anytime at www.joinlox.com.
- (b) If the Customer shall verbally place an Order, a contract shall be deemed to have been made immediately upon acceptance by Joinlox and shall only be subject to alterations in strict accordance with the terms and conditions contained herein.
- (c) Joinlox may, in its sole discretion, choose to act on a verbal acceptance of the Offer by the Customer.
- (d) These terms and conditions shall form part of and shall govern any contract entered into between Joinlox and the Customer, unless they shall have been specifically modified or rescinded by Joinlox in writing prior to Joinlox's acceptance of the Order.
- (e) In the event that there is any conflict between these terms and conditions and the Offer then these terms and conditions shall prevail to the extent of any inconsistency.
- (f) The Customer may place an order ("Order") with Joinlox in accordance with the Offer. On acceptance of the Order by Joinlox, the parties shall be contractually bound and these terms and conditions shall be incorporated into, shall take precedence over any terms and conditions on which the purchaser may trade and will form part of the contract between the parties.
- (g) Unless otherwise specified in writing an Offer is to remain open for 30 days from the date of delivery.
- (h) Prior to receipt of an Order, Joinlox reserves the right to make any changes to the Offer as it considers necessary.

3. EXCLUSIONS

- (a) No dealing between Joinlox and the Customer shall be or be deemed to be a sale by sample.
- (b) Subject to terms implied by law and not capable of exclusion Joinlox does not warrant the fitness for the Customer's purpose of any Product.
- (c) The Customer will rely on its own knowledge and expertise in selecting any Product and as to the suitability and fitness for any required purpose of any Product.
- (d) The Customer acknowledges that Joinlox has not made any warranty, guarantee or representation in relation to the Products on which the Customer has relied (including as to the fitness of the Products or any part of the Products for a particular purpose), apart from those which it has expressly received in writing from Joinlox.
- (e) Unless otherwise required by law, any warranty provided by Joinlox will be for a period of 12 months in relation to any Product and both Joinlox and the Customer agree that a period of 12 months from the date of supply or despatch of the Product is a reasonable warranty period.

4. DRAWINGS

- (a) The descriptions, illustrations and statements as to performance of the Products contained in catalogues, price lists and other advertising matter do not form part of the contract.
- (b) Any working drawings, specifications and samples that are produced by Joinlox are merely representative of the Products, as are any forms, dimensions and samples and descriptions of the Products. Joinlox shall be at liberty to make such variations to any working drawings, specifications or samples to complete the Products provided always that such variations shall not render the Products unfit for use.

5. PLACEMENT OF ORDERS

- (a) If any dispute arises over an Order, Joinlox's records will be conclusive evidence of what was ordered.
- (b) On the placement of each Order, the Customer represents to Joinlox that it is solvent and able to pay all of its debts as and when they fall due.
- (c) In addition to the Customer's obligations on completion of any credit application that Joinlox may require, the Customer shall inform Joinlox when an Order is placed, of any material facts, which might reasonably affect any decision to accept the Order or grant credit.

6. INSTRUCTIONS/SPECIFICATIONS

- (a) The Customer acknowledges that, where identified on the Offer, the Products are to be manufactured to the Customer's specifications. Accordingly, the Customer shall, as soon as an Order has been placed,

forthwith provide Joinlox with sufficient details and instructions to enable Joinlox to commence work. Any additional costs or expenses incurred by Joinlox as a result of the Customer's delay in this regard may be added to the Price by Joinlox.

- (b) Where specifications, drawings or other particulars are supplied by the Customer, Joinlox's offer is made on estimates of quantities required. If there are any adjustments in quantities above or below the quantities estimated by the Customer on which Joinlox has based an Offer, then Joinlox is entitled to revise the Price in accordance with the additional work required to complete the Products.
- (c) Joinlox continuous improvement processes mean Joinlox routinely incorporates product and process improvements, literature and documentation and other materials related to the Products. It is up to the Customer to ensure they have the latest information and specifications.

7. **PRODUCTS SOLD**

All Products to be supplied by Joinlox to the Customer are as described in the Offer and the description in such Offer, prevails over all other descriptions including any specification or enquiry of the Customer.

8. **CONTINUITY**

This contract contemplates that the whole of the work required to supply the Products, or each major section thereof, shall be capable of being completed and delivered by Joinlox in one continuous operation. Any additional expense incurred by Joinlox as a result of Joinlox being unable to complete or deliver the whole of the Products or each major section of the Products in one part or delivery may be added to the Price by Joinlox.

9. **PART ACCEPTANCE**

The Offer is intended for acceptance in its entirety only, notwithstanding that certain parts thereof may have been individually itemised. Should a portion only of the Offer be accepted, that portion may be subject to a revision in Price at the election of Joinlox.

10. **PAYMENT TERMS**

- (a) A deposit of 40% shall be paid with the Customer's Order, unless alternate progress payment schedule is otherwise agreed in writing by Joinlox. Work by Joinlox will not commence until deposit has been received by Joinlox.
- (b) For Customers who have not previously been granted (in writing) a trade account or credit by Joinlox, the balance Price is payable in full on supply or despatch of the Products for on the date that the Customer is notified that the Products are available for supply or despatch.
- (c) Any Customer who has been granted (in writing) a trade account or credit by Joinlox shall make payment in full of any invoice within thirty (30) days from the date:
 - (i) of the invoice;
 - (ii) on which delivery occurs; or
 - (iii) on which the Customer is notified by Joinlox that the Products are available for supply or despatch,whichever is the earlier.
- (d) Any part of the Price which is not paid by the Customer on the due date shall bear interest at the rate of 8% per annum (which may be waived by Joinlox in its sole discretion).
- (e) Joinlox's prices are exclusive of GST and any such charge or similar charges, shall be paid by the Customer in addition to the Price.
- (f) The GST charged by Joinlox is based on the tax believed by Joinlox to be correct at the date of acceptance of the Customer's Order ("the initial Charge").
- (g) Should there be any variation required to the Initial Charge for any reason, (including unintentional error) subsequent to the date of acceptance of the Customer's Order, then the Price may be adjusted accordingly.

11. **PART INVOICE**

- (a) Where required by Joinlox and identified in the Offer, part invoices (or invoices for any portion of the supply or for part only of the Price) may be delivered by Joinlox and payments are then required to be made by the Customer within seven (7) days of the part invoice being delivered in writing by Joinlox.
- (b) Any failure by the Customer to comply with the terms of any part invoice shall be construed as a breach of contract on the part of the Customer and shall entitle Joinlox to immediately cease all works and/or not make any further supply, until the payment shall have been made.
- (c) Joinlox shall not have any liability to the Customer whatsoever arising from the cessation of work and/or refusal to supply where there has been failure to pay any part invoice.

12. **SHORTAGE**

The Customer waives any claim for shortage of any Products delivered, if a claim in respect of short delivery has not been lodged with the Seller within seven (7) days from the date of receipt of the Products by the Customer.

13. PRICES

- (a) Unless otherwise stated the Price stated by Joinlox in the Offer is exclusive of Goods and Services Tax (GST).
- (b) Where any Price stated by Joinlox in the Offer includes any external costs (such as freight and insurance), those are provided by Joinlox on the date the Offer is made.
- (c) In the event that there is a significant variation in the cost of materials, labour, external costs or other matters (in excess of 5% of that component of the Offer) then Joinlox may vary the Price set out in the Offer and the Customer shall pay the revised Price.
- (d) The Price may be revised by Joinlox at any time prior to supply or despatch of the Product.

14. PAYMENT IN FULL REQUIRED

The Price or any part of the price and all other amounts payable to Joinlox shall be paid in full and without deduction on the part of the Customer by way of set-off or counter-claim, unless the Customer has received the prior written authority of Joinlox.

15. OVERDUE ACCOUNTS

The Customer agrees to pay all legal costs, stamp duty (where applicable) and other expenses incurred by Joinlox in connection with the recovery of any amounts which are more than 7 days overdue by the Customer.

16. WORKING HOURS

This Offer is made in contemplation that Joinlox shall make the supply during normal working hours, from 8am to 5pm in a five (5) day week. Joinlox may, at its sole discretion, elect to accept or decline any Offer that may (as a result of the Offer or Joinlox's other commitments) require it to work outside of normal working hours. Any additional costs resulting from the Customer's direction to work extraneous hours in lieu of the normal working hours in order to supply the Products may be added to the Price by Joinlox.

17. SUB-CONTRACTING

Joinlox shall be at liberty to sub-contract to third parties such parts of the work required to supply the Product as it may, in its absolute discretion think fit, without reference to the Customer.

18. RELEASE & INDEMNITY

Save as provided in these terms and conditions, the Customer hereby releases Joinlox from all liability and indemnifies Joinlox in respect of any claim, action or suit for loss or damage (including consequential loss or damage) by reason of delay, faulty or defective materials or workmanship or any act of negligence or omission by Joinlox, its servants or agents.

19. LIMITATION OF LIABILITY

To the extent permitted by law, Joinlox's liability for a breach of this contract, including for a breach of a condition or warranty implied by Pt 3-2 Div 1 of the *Australian Consumer Law*, is limited to:

- (a) In the case of Products, any one or more of the following:
 - (i) the replacement of the Products or the supply of equivalent Products;
 - (ii) the repair of the Products;
 - (iii) the payment of the cost of replacing the Products or of acquiring equivalent Products;
 - (iv) the payment of the cost of having the Products repaired; or;
- (b) In the case of services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

at Joinlox's sole discretion.
- (c) Joinlox's liability under section 274 of the *Australian Consumer Law* is expressly limited to a liability to pay to the Customer an amount equal to:
 - (i) the cost of replacing the Products;
 - (ii) the cost of obtaining equivalent Products; or
 - (iii) the cost of having the Products required,
 - (iv) whichever is the lesser amount.
- (d) Joinlox's total liability for any and all losses and damages resulting from any cause whatsoever including any Joinlox's negligence, alleged damage, of defective goods, materials and workmanship, whether such defects are discoverable or latent, shall in no event exceed the purchase price of the product.

20. GENERAL EXCLUSION OF LIABILITY

- (a) Joinlox is not liable for any prospective profits, or special indirect or consequential damages, or any general loss or damage, or for any expense resulting from use by the Customer or others of defective Products.
- (b) Joinlox's liability is limited to the amount identified in the preceding paragraph plus replacement delivery charges. The Customer must first obtain Joinlox prior written authority to return the Products to Joinlox.
- (c) The Customer agrees that Joinlox, to the extent permitted by law, accepts no responsibility or liability whether in contract or tort (including negligence or breach of statutory duty) or other wise for any loss, damage, cost or expense of any kind whether direct, indirect or consequential (including for loss of profits, business or anticipated savings) arising directly or indirectly out of or in respect of the use, fitness for

purpose, custody or supply of the Products caused directly or indirectly by any inadequacy of Products for any purpose, and any personal injury or property damage directly or indirectly caused by or arising out of discharge, dispersal, seepage, emission, release or escape of pollutants and cost of testing for, removing, nullifying or clean up of pollutants, and the Customer releases and forever discharges Joinlox from all such responsibilities and liabilities and any claims, demands, or causes of action in respect thereof.

21. WARRANTIES

- (a) These Terms outline how Joinlox warrants our products for all goods purchased after 1 January 2011.
- (b) Australian Consumer Law (ACL) protects consumers by giving them certain rights relating to the purchase of goods and services.
- (c) If the Customer is a 'consumer' as the term is defined in the ACL:
- (d) The Products come within guarantees that cannot be excluded under the ACL;
- (e) The Customer is entitled to have the Products repaired or replaced if they fail to be of acceptable quality and the failure does not amount to a major failure.
- (f) Warranty against Defects
 - (i) This Warranty is in addition to and does not limit, exclude or restrict your rights under the Competition and Consumer Act 2010 (Australia) or any other mandatory protection laws that may apply.
 - (ii) We warrant our goods to be free from defects in materials and workmanship for the warranty period of One (1) year from the date of original delivery of goods. Subject to our obligations under clause 1.2, we will at our option, either repair or replace goods which we are satisfied are defective. We warrant any replacement parts for the remainder of the period of warranty for the goods into which they are incorporated.
 - (iii) To the extent permitted by law, our sole liability for breach of a condition, warranty or other obligation implied by law in the case of goods we supply is limited to any one of the following as we decide:
 - a. the replacement of the goods or the supply of equivalent goods;
 - b. the repair of the goods;
 - c. the cost of repairing the goods.
 - (iv) To the extent permitted by law and subject to your non-excludable statutory rights and warranties, Joinlox excludes all warranties and liabilities (other than those contained in this document) including liability for any loss or damage whether direct or indirect or consequential arising from your purchase or use of the goods.
 - (v) To make a warranty claim you must before the end of the applicable warranty period, at your own cost, provide detailed written details of the defect to Joinlox by posting to 2/30 Walker Street, Tennyson QLD 4105 Australia, phoning Telephone: +61 (07) 3392 6172 or emailing to info@joinlox.com
- (g) What this warranty does not cover:

This warranty will only apply if the defect claimed is due to defective parts or workmanship but will not apply in the event that:

 - (i) goods modified or altered in any way;
 - (ii) defects and damage is caused by use of non standard tools or non compatible parts or products;
 - (iii) repairs are performed other than by Joinlox's authorised representative;
 - (iv) defects or damage resulting from misuse, abuse, tamper, accident, transport, packaging, flotsam, vessel impact or neglect
 - (v) goods improperly installed or used in a manner contrary to PileJax written instructions, manuals or guidelines;
 - (vi) Joinlox's trademark and/or serial number has been removed from the product.
- (h) Any repair or replacement to the goods due to a valid warranty claim under this clause does not renew or extend the warranty period from the date of the original sale.

22. DELIVERY

If Joinlox is to deliver the Products:

- (a) Any delivery times provided by Joinlox to the Customer are estimates only and are not of the essence.
- (b) Joinlox is not liable for any loss to the Customer (or other parties) resulting from late delivery or non-delivery.
- (c) Joinlox may at its option deliver the Products to the Customer in any number of instalments unless otherwise agreed in writing with the Customer.
- (d) If Joinlox delivers any of the Products by instalments, and any one of those instalments is defective for any reason:
 - (i) it is not a repudiation of the contract;
 - (ii) the defective instalment is a severable breach that gives rise only to a claim for compensation.

23. LOSS OR DAMAGE IN TRANSIT

- (a) Joinlox is not responsible to the Customer or any person claiming through it for any loss or damage to the Products in transit caused by any event, regardless of how caused (whether or not Joinlox is legally responsible for the person who caused or contributed to that loss or damage).
- (b) Joinlox will provide the Customer with such assistance as may be necessary to make claims on carriers so long as the Customer:
 - (i) has notified Joinlox and the carries in writing immediately after loss or damage is discovered on receipt of the Products; and
 - (ii) lodges a claim for compensation on the carrier within three (3) days of the date of receipt of the Products.

24. **PROPERTY AND RISK**

- (a) Property in the Products shall not pass until payment in full of the Price (and all monies owed on any basis) is made by the Customer.
- (b) Risk in the Products shall pass to the Customer on collection by, or delivery or despatch to the Customer, whichever is the first to occur.
- (c) In the event that Joinlox holds any of the Customer's property in it's custody or control, such property will be entirely at the Customer's risk as regard to any loss or damage thereto, from any cause whatsoever.
- (d) If property has not passed to the Customer, all property of Joinlox (including in the Products) situated on the Customer's premises will be the responsibility of the Customer as to loss or damage caused by the Customer or any third parties.

25. **TITLE TO GOODS**

- (a) Joinlox reserves the following rights in relation to the Products until the Price is paid in full:
 - (i) Ownership of the Products;
 - (ii) To, with the full authority of the Customer, which is hereby irrevocably given, enter the Customer's premises (or the premises of any associated company or agent where the Products are located) and, if necessary, with the assistance of a security agent who is similarly authorised by the Customer to enter the Customer's premises (including, where necessary, by picking or breaking the Customers locks) without liability for trespass or any resulting damage and retake possession of the Products; and
 - (iii) To keep or resell any Products repossessed pursuant to 23(a)(ii) above.
- (b) If the Products are used to make new goods, then the new goods will be held in trust for Joinlox until paid for in full by the Customer.
- (c) If the Products are resold, or if further products which are manufactured from the Products are sold by the Customer, the Customer shall hold such part of the proceeds of any sale (as represents the Price of the Products sold or used in the manufacture of the further products), in a separate identifiable account as the beneficial property of Joinlox and shall pay such amount to Joinlox upon request.
- (d) Notwithstanding any other provision of this contract, Joinlox shall be entitled to maintain an action against the Customer for payment of the Price.

26. **PERSONAL PROPERTY SECURITIES**

- (a) The parties agree that for the purposes of PPSA 2009, this contract and any agreement for the supply of Products shall constitute a security agreement to secure payment of the purchase price and all of the Customer's outstanding debts and obligations to Joinlox from time to time and the Security Interest shall continue until all of the Customer's debts and obligations under this contract or such agreement are discharged.
- (b) Joinlox will have a Purchase Money Security Interest (PMSI) in all Products supplied in accordance with these terms and conditions and Joinlox's Security Interest shall extend to the Proceeds (including any Accounts) of sale of the Products and Accessions.
- (c) The Customer agrees to do all things necessary, including providing all relevant information necessary to register a Financing Statement or a Financing Change Statement as a Security Interest in the Customer's personal property, (and, if applicable, a Purchase Money Security Interest) on the Personal Property Securities Register (PPSR).
- (d) The Customer will take all steps necessary to better secure any Collateral which secures or is intended to secure the supply of Products pursuant to these terms and conditions immediately and at the Customer's own cost.
- (e) The Customer must pay Joinlox's costs of any discharge or amendment of any Financing Statement or Financing Change Statement.
- (f) The Customer agrees that Joinlox may take whatever action is appropriate to ensure that Joinlox has first ranking priority in the Collateral and will indemnify Joinlox for any costs.
- (g) The Customer agrees that where Joinlox has any rights in addition to those conferred by Ch 4 of the PPSA 2009, those rights continue to apply.
- (h) Within two (2) business days of Joinlox's written request the Customer will provide to Joinlox copies of all documents granting Security Interests registered over its personal property and any Security Interests perfected by Possession or Control within the meaning of PPSA 2009.
- (i) The Customer authorises Joinlox (as your agent) to request any information under s275 of PPSA 2009 from any Secured Party relating to any Security Interest.

- (j) The Customer will give Joinlox not less than seven (7) days prior written notice of any proposed change in the Customer's name, address, email address, facsimile number, ACN or ABN, company registration or any other details required for requisition on the PPSR.
- (k) If the Customer commingles the Products with other property Joinlox will have a Security Interest in any Processed and Commingled goods.
- (l) The Customer acknowledges that the Products are not intended, and shall not be used, for personal, household or domestic use.
- (m) The Customer agrees that, to the maximum extent permitted by law, sections 130, 142 and 143 of PPSA 2009 will not apply to any Security Interest.
- (n) The Customer agrees, to the maximum extent permitted by law, to waive the right to do any of the following and to contract out of those sections of the PPSA 2009:
 - (i) Request a statement of account under s132(4) if there is no disposal of the Products
 - (ii) Give notice objecting to Joinlox's proposal to retain or dispose of any of the Products under s137
 - (iii) Receive notice of removal of an Accession [refuse permission to remove an Accession] or such damages relating to the removal of an Accession
 - (iv) Receive a verification statement or notice in relation to any Financing Statement or Financing Change Statement in respect to the Security Interest created pursuant to these terms and conditions
 - (v) Receive a notice from Joinlox under s118, 121, 129 or 130
 - (vi) Receive a notice from Joinlox of seizure of Goods under s123
 - (vii) Receive a statement of account showing the amounts paid to the other secured parties after disposal of the Products under s132
 - (viii) Receive a notice of retention of the Products under ss134 and s135

27. CONFIDENTIAL INFORMATION

Each party acknowledges and agrees any information (that is marked confidential or which is proprietary and treated as confidential by that party) is proprietary and confidential to that other party. Neither party may disclose any such information of the other party to any person or entity without the prior written consent of the other party.

28. PATENTS, TRADE MARKS, COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

The Customer acknowledges that any and all of the trademarks, trade names, copyright, patents and other intellectual property and proprietary rights, whether registered or unregistered, and whether arising by legislation, law or any other manner in or arising out of, the Products shall be and remain the sole property of Joinlox. The Customer acknowledges any and all such intellectual property and proprietary rights have substantial commercial value and must be protected against unauthorized exploitation, copying, re-producing or reverse engineering in part or in full in any way whatsoever. Joinlox has the rights to take whatever steps it deems necessary or desirable to enforce its intellectual property rights including filing litigation against infringers.

29. CUSTOMER'S INSOLVENCY

If the Customer commits (or if Joinlox considers, on reasonable grounds, that the Customer is likely to commit) an act of bankruptcy, enters into a scheme of arrangement or composition with creditors, suffers a sequestration order or, being a company, takes or has taken against it any action or proceedings which may result in the winding up of the Customer, or is placed under official management or receivership, then Joinlox may:

- (a) terminate the contract on the giving of 24 hours notice to the Customer in accordance with clause 34;
- (b) exercise its rights pursuant to clause 25.

30. FORCE MAJEURE

If for any reason beyond Joinlox's control, Joinlox's performance is delayed or impeded, Joinlox may cease or suspend work on the Products (at its absolute discretion) provided always that the Customer shall pay any part invoice and shall pay all charges and expenses incurred and moneys paid by Joinlox in respect thereof.

31. CUSTOMER RESTRUCTURE

- (a) The Customer will notify Joinlox in writing within seven (7) days of any change in its structure or management including any change in director, shareholder or change in partnership or trusteeship and/or of the sale of any part of its business. If the Customer fails to do so, or if the change is not acceptable to Joinlox, it may cease supply immediately and the provisions of clause 34 of this contract shall then apply.
- (b) Both the person or entity shown in Joinlox's records as the Customer and the person or entity operating the new business structure shall be liable to Joinlox prior to notification in accordance with clause 30(a).
- (c) Without any derogation to any of Joinlox's rights as set out in this clause 30, if the Customer fails to comply with its obligations under this clause 30, then the new person or entity shall be deemed to have accepted these terms and conditions in full and will be regarded as standing in the place or stead of the Customer.

32. CREDIT LIMIT

If Joinlox grants any credit facility or nominates any credit limit, that is an indication only of its intention at the time. Joinlox may vary or withdraw any credit facility at its unfettered discretion, without liability to the Customer or any other party.

33. RETURNED GOODS

- (a) Joinlox is not under any duty to accept any Products returned by the Customer and will do so only on terms to be agreed in advance in writing in each individual case.
- (b) Joinlox agrees to accept returned Products from the Customer under paragraph (a) of this clause, the Customer must return the Products to Joinlox at its place of business referred to in these terms and conditions and the Customer shall bear all costs of removal from service and transit (if any) for the return of the Products to Joinlox.

34. CANCELLATION

No Order may be cancelled except with Joinlox's consent in writing and on terms which will indemnify Joinlox against all losses resulting from such cancellation. All deposit monies or part progress payments are not refundable.

35. TERMINATION

- (a) If the Customer shall default in any of its obligations under this contract, Joinlox shall have the right to determine this contract upon the provision of written notice to the Customer identifying the default, where the default shall remain un-remedied for a period of 60 days.
- (b) To the extent permitted by law, upon termination of the contract prior to payment of the Price in full:
 - (i) all amounts due under the contract become payable forthwith;
 - (ii) Joinlox shall be at liberty to retake possession of the Products in respect of which property has not passed and, if necessary, to enter onto the property of the Customer in order to execute that right, in accordance with clause 25.

36. NO WAIVER

No relaxation by Joinlox of the Customers obligations under this contract shall be regarded as a waiver of Joinlox's right to enforce those obligations on a subsequent occasion.

37. APPLICABLE LAW

This contract shall be construed according to the laws of the State of Queensland and the parties submit to the jurisdiction of the Courts of the State of Queensland, Australia.

38. SEVERABILITY

To the extent possible, any part of this contract may be severed without affecting any other part.