

# Sales and Delivery Conditions of HARTING PTY LIMITED ("Supplier")

for Business Use

## I. General terms and conditions

1. These terms and conditions shall apply to all agreements between the Customer and the Supplier and obligations resulting from them. They shall also apply to all future transactions between the Customer and the Supplier even if no special reference is made to them in any individual case or sale. Any and all terms and conditions of the Customer are herewith explicitly objected to and not accepted by the Supplier. Differing terms and conditions of the Customer (except additional provisions specifying quantity and shipment instructions) which the Supplier has not explicitly accepted shall not be binding on the Supplier in any circumstances. These terms and conditions shall also apply in cases where the Supplier carries out the order without any reservations but in the knowledge of contrary or differing terms and conditions of the Customer. The parties shall confirm in writing the conclusion of contracts and agreements as well as collateral arrangements which have not been made in writing, especially in such cases where they differ from these terms and conditions.
2. These terms and conditions shall also apply to sales made on the basis of a trade term including, without limitation, the Incoterms. Where deliveries are made on the basis of one of the Incoterms, those Incoterms in force shall apply. In the event of an inconsistency between these terms and conditions and trade terms, these terms and conditions or other explicit agreements shall prevail.
3. Where an order has to be classified as an offer within the meaning of any applicable law of Australia the Supplier shall be entitled to accept such offer for a period of two weeks. All Supplier's offers are subject to change and not binding unless otherwise agreed on an individual basis.

## II. Extent of Delivery Obligations

1. The Supplier shall retain all right, title and interest including but not limited to copyright in all documents such as calculations, pictures or drawings which have been provided to the Customer in connection with the negotiation or the performance of the contract. This shall also apply to such written documents which are labelled "confidential" or which have confidential content. Offers and related documentation shall not be made accessible to third parties unless the Supplier has given its prior written consent. Documents, drawings and samples etc. relating to the offer shall be immediately returned to the Supplier upon demand.
2. The Supplier shall be entitled to supply goods and services in parts at all times. Where small amounts are ordered, the Supplier shall have the right to increase the delivery amount to the smallest packaging unit. Additionally, for custom-made deliveries variations in the order of 10 % are binding on the Customer. Where partial deliveries of certain quantities have been agreed this also applies to the respective partial delivery.

## III. Shipping/Packaging

1. Loading and shipping shall be carried out uninsured and at the risk of the Customer ("ex works"). The Supplier shall make efforts to take into consideration the Customer's wishes and interests in regard to the manner of shipment and the delivery route. Any additional costs arising as a result of that shall be borne by the Customer even if it has been agreed that the Supplier shall bear freight costs. The notice that goods are ready for shipment shall be equivalent to the actual shipping of goods.
2. Upon the Customer's request packaging of the goods shall be carried out with reasonable care and shipping to the best of the Supplier's judgement, yet there shall be no corresponding contractual obligations for the Supplier. In this case the Customer shall bear the costs and shall be responsible for any loss, damage or expense it suffers.
3. Where shipping or delivery was delayed because of the request of the Customer or through its fault the Supplier shall store the goods for the Customer at the Customer's risk and cost. In this case consideration payable by the Customer to the Supplier for the storage shall be 1 % of the invoiced amount for each month having commenced, the payment obligations starting with the month which follows the month in which notice is given that the goods are ready for shipment.
4. Upon the Customer's request and at the Customer's cost the Supplier shall insure the delivery against loss, breakage, transport and fire damage.
5. Packaging material for transport and all other packaging may not be returned to the Supplier. The Customer shall dispose of the packaging material at its own cost and expense.

## IV. Prices

1. Unless otherwise agreed in writing, prices shall only apply to confirmed orders and are ex works and excluding packaging. They are quoted in Euros, USD or local currency and are net, i.e. with applicable value added tax or goods and services tax, if any, to be added. Invoices are payable without deductions, unless otherwise agreed in writing.
2. In cases where the agreed period for delivery exceeds two months from the time of the conclusion of the contract, the Supplier shall have the right to adjust prices if after the conclusion of the contract costs have increased or decreased, especially as a result of collective bargaining agreements or changes in the price of material. Proof of such changes shall be demonstrated to the Customer upon demand.

## V. Payment Conditions/Set-offs/Rights of Retention

1. The purchase price shall be due and the Customer shall pay the purchase price within 10 days from the date of the Supplier sending out the invoice (date of the invoice), unless agreed otherwise in writing by the Supplier. In cases where the goods are delivered to the Customer or to the agreed destination only after receipt of the invoice the said period for payment shall only commence upon receipt of the goods. If the Customer does not pay within the said period, it shall be in default in payment.
2. In the case of default in payment the Supplier shall be entitled to claim annual default interest in the amount of 8 % per year or the maximum rate allowed by law, whichever is lower. If the Customer does not pay when the purchase price is due but where there is no default, the Supplier shall be entitled to maturity interest, which shall be 2 % per year or the maximum rate allowed by law, whichever is lower.
3. Bills of exchange shall only be accepted if explicitly agreed, subject to them being discountable. All charges relating to the presentation of the bill of exchange shall be paid by the Customer without deduction within 8 days after notification of their amount. Any and all bills of exchange and cheques are only accepted on condition that payment can be obtained from them.
4. The Customer shall only have rights to set-offs and retention where its counterclaims have been confirmed by a court decision that is not appealable or where its counterclaims are either not disputed or have been accepted by the Supplier. Moreover, the right of retention may only be asserted where the counterclaim is based on the same contractual relationship.

## VI. Passing of Risk

1. The risk of accidental damage to or loss of the contract item shall pass to the Customer upon handing over of the ready-to-ship delivery in an orderly manner to the Customer, its agent or any person who the Customer uses to perform its obligations. This shall also apply in cases where free shipment has been agreed.
2. In cases of delay in shipping or receipt which are caused by Customer requests or are the Customer's fault, the risk of accidental damage or loss shall pass to the Customer on the day of the order being ready for shipment and shall remain with the Customer for the duration of the delay. The Supplier shall, however, be obliged to procure adequate insurance upon demand and upon payment of all associated costs, including all premiums, by the Customer.
3. The risk of accidental loss or damage shall pass to the Customer upon default in payment or default in acceptance.
4. Where Software within the meaning of Clause XII of these terms and conditions has been passed on by means of electronic communication (for example via the internet) risk shall pass upon the Software leaving the Supplier's sphere of control (e.g. upon downloading).

## VII. Retention of Title

1. Title to the goods shall remain with the Supplier (Retention Of Title Goods) until the Customer has made full payment of all of the Supplier's invoices. In the event of a current account the retention of title shall apply to the acknowledged current balance. The Customer shall be entitled to sell the Retention Of Title Goods in the ordinary course of business as long as it fulfils its obligations out of the contractual relationship with the Supplier correctly and is in particular not in default in payment. The Customer shall not be entitled to pledge the goods or agree a transfer of ownership by way of security.
  2. Where the Customer acts contrary to the contract or negligently or intentionally breaches its contractual obligations, in particular in cases of default in payment, the Supplier shall be entitled to rescind the contract and to demand the return of the Retention Of Title Goods once the Supplier has set a reasonable period of grace and this period of grace has expired without the Customer remedying such breach. Any statutory provisions for cases where there is no requirement for a period of grace shall remain unaffected. Any demand for a return of Retention Of Title Goods by the Supplier shall be deemed a rescission of the contract.
  3. In that event the Customer assigns to the Supplier all its receivables arising from the selling on of the Retention Of Title Goods, whether processed or not processed, against its purchasers or against third parties in the amount of the final amount of the invoice (including applicable value added tax or goods and services tax, if any). Where there is a current account agreed between the Customer and its purchaser, the assignment of future claims shall also include the acknowledged balance and in the event of the purchaser's insolvency it shall include the surplus at that time without prior acknowledgment. The Supplier accepts this assignment.
  4. The Customer shall be entitled to collect the receivables following the assignment. This shall not affect the Supplier's right to collect such receivables; it will, however, not collect the receivables as long as the Customer pays its receivables from the proceeds obtained, is not in default in payment, there is no application for the commencement of insolvency proceedings and the Customer has not stopped paying its debts. Where any of these events occur the Supplier may demand that the Customer informs it of all assigned receivables, its debtors and provides all further information to the supplier that is necessary to collect the receivables, hands over all documentation relating to them and notifies the debtors (the third parties) of the assignment.
  5. Any processing or transformation of the Retention Of Title Goods shall in each case be carried out for the Supplier. In cases where the Retention Of Title Goods are processed or combined with other items not owned by the Supplier, the Supplier shall become the co-owner of the new item in a proportion which corresponds with the value of the respective Retention Of Title Good (final amount of the invoice, including applicable value added tax or goods and services tax, if any) as compared to the value of the other processed or combined item at the time of the processing or combining. To the new item arising out of the processing or the combination the same shall apply as to the Retention Of Title Good.
  6. In the case of any Retention Of Title Goods being intermixed with other items not owned by the Supplier in such a way that they cannot be separated the Supplier shall become the co-owner of the new item in a proportion which corresponds with the value of the respective Retention Of Title Good (final amount of the invoice, including applicable value added tax or goods and services tax, if any) as compared to the value of the other intermixed items at the time of the mixing. Where in the event of intermixing or combining the Customer's item shall be considered the principal item, the Customer and the Supplier agree that the Customer shall transfer co-ownership of it proportionately. The Supplier hereby accepts this transfer. The Supplier's sole or co-ownership arising from this shall be kept in safe custody by the Customer for the Supplier free of charge. For the purpose of security the Customer shall also assign such receivables that arise against a third party from the combination of the contract item with real property.
  7. The Customer shall handle the Retention Of Title Goods with care, keep them away from other goods and insure them sufficiently against loss, including, without limitation loss as a result of fire, water or theft.
  8. The Customer shall promptly inform the Supplier of all enforcement steps by third parties in the Retention Of Title Goods, any assigned receivables and any other security, and shall submit all documentation necessary for an intervention. This shall also apply to any other interference. The costs for out of court actions to achieve the release and repatriation shall be borne by the Customer. This shall also apply to the costs for a justified court intervention where such costs cannot be recovered from third parties.
  9. In cases where the realisable value of the existing security exceeds the debt to be secured altogether by 15 %, the Supplier shall upon the Customer's demand release part of the security in the Supplier's discretion. The choice of security to be released is the Supplier's.
- ## VIII. Delivery Periods, Default in Delivery, Force Majeure, Default in Acceptance
1. Delivery dates or periods that have not been explicitly agreed as binding shall not be binding. Delivery periods given by the Supplier shall only commence once technical questions have been solved and there is written agreement regarding the details of the order. The Customer shall fulfil its obligations in an orderly and timely fashion, in particular supply necessary documentation and provisions in time, grant clearance and other consents and fulfil agreed payment plans.
  2. In case of force majeure such as but not limited to fire, war and strike and of all other unforeseeable and unavoidable harmful events which are not the responsibility of the Supplier, the delivery period shall be extended accordingly. This shall also apply in the event of late deliveries of essential raw and production materials and that of other components unless the delay is the Supplier's responsibility. In all such cases the Supplier shall inform the Customer promptly of the delay. Where the foregoing circumstances change the economic significance of the contract or the content of the contractual obligations in a major way or where they affect the business of the Supplier significantly or where it is becoming clear that the contract cannot be fulfilled for factual reasons, the contract shall be adapted accordingly. Where this is not economically justifiable, the Supplier shall have the right to rescind the agreement in full or in part. In the knowledge of the significance of this event, the Supplier shall promptly inform the Customer of its intention to rescind, even in cases where it has initially agreed an extension of a delivery period with the Customer. All claims for damages because of such a rescission shall be excluded and the Customer releases the Supplier from all such claims.
  3. The provisions in Clause XI shall apply accordingly to the Supplier's liability for default in delivery. All further Customer claims and rights other than claims for damages because of a default in delivery shall remain unaffected.
  4. Where the Customer is in default in acceptance the Supplier is entitled to demand damages for any loss arising and any additional expenses incurred. The same shall apply where the Customer intentionally or negligently violates obligations to cooperate.
- ## IX. Receipt and Performance
1. Ordered items, especially products specific to the Customer, shall be received or accepted by the Customer even in cases where they have minor discrepancies unless these discrepancies affect the functionality of the item.
  2. Where delivery is agreed "ex works", notice to the Customer that the goods are ready for shipment shall be deemed performance of the delivery agreement. Where delivery is agreed "free of charge" the delivery agreement shall be deemed performed once the items have been handed over to the Customer or the persons the Customer uses to perform its obligations.
- ## X. Warranties
1. The Customer shall promptly examine all incoming deliveries from the Supplier and shall notify the Supplier of all defects promptly (in any event not longer than 2 weeks from the date of receipts of the goods) after receipt of the goods and/or the discovery of the defect.
  2. Guarantees shall only be deemed as such where they have been described as such and may unmistakably be recognised as such.
  3. In cases where the item sold is defective, the Supplier shall at its discretion be entitled to either rectify the item or to supply a new item which is free of defects within a reasonable period of grace (corrective performance). Where the Supplier chooses rectification it shall bear all expenses incurred hereby, in particular transport, driving, labour and material costs to the extent these are

not being increased by the contract item having been brought to a place other than the place of performance. If the Customer has incorrectly notified a defect, the Supplier shall be entitled to recover all loss and expenses from the Customer where the Customer has recognized or has failed to recognize that there is no defect but that the cause of the notified symptom lies in the Customer's own sphere of responsibility.

4. Where the corrective performance has not been carried out within an acceptable period of grace, the Customer may rescind the contract or the parties may agree to lower the consideration; any claims for damages in accordance with Clause XI shall not be affected by the foregoing.

5. There shall be no claims for defects where the discrepancy from the agreed condition is insignificant (in the opinion of the Supplier), where the impairment of use is insignificant (in the opinion of the Supplier), where there is normal wear and tear or where damages arise after the passing of risk as a consequence of incorrect or careless handling, excessive operational demands, unsuitable equipment or as a consequence of special exterior influences which in the agreement were not assumed and also where there are Software defects that cannot be reproduced. Where the Customer or third parties have carried out amendments or repair work in an incorrect manner, no claims for defects may be made for these and their results.

6. Any claims for recourse of the Customer against the Supplier shall not apply to any agreements made between the Customer and its purchasers which go further than the statutory warranty provisions, especially not to guarantees. As to the extent of any claims for recourse according to sub-clause 3 above shall apply accordingly.

7. In cases where the Customer is entitled to claim corrective performance on the one hand and to rescind the contract or to claim damages in lieu of performance and/or reimbursement of expenses on the other hand, the Supplier can request the Customer to exercise its rights within an acceptable period of grace set by the Supplier. Where the Customer does not exercise its rights within such period of grace the Supplier can elect (at its sole discretion) to undertake corrective performance or to reimburse expenses to the customers.

8. For Software that has been provided for an unlimited period in accordance with Clause XII of these terms and conditions the following shall additionally apply:

Only such discrepancies from the specification shall be defects that can be proven and reproduced by the Customer. No defect shall be assumed where it does not appear in the version of the Software last provided and the use of the Software can reasonably be expected from the Customer. The defect and the data processing environment in which it appears shall be described herein as accurately as possible.

No claims for defects shall be assumed

-where there are only insignificant (in the opinion of the Supplier) discrepancies from the agreed condition;

-where there are only insignificant (in the opinion of the Supplier) impairments of use;

-for losses resulting from incorrect or careless handling by the Customer or by third parties;

-for losses resulting from special exterior influences which have not been assumed in the contract;

-for amendments that have been carried out by the Customer or by third parties and for the consequences arising from them;

-for extensions of the Software made by the Customer or by third parties beyond the interfaces provided by the Supplier;

The Supplier shall not be liable to any extent for the provided Software being incompatible with the data processing environment used by the Customer unless the Supplier has previously examined it and has explicitly confirmed the Software's compatibility with and functionality for it.

Unless the Supplier does not choose another way of corrective performance, the corrective performance shall be carried out by rectification of the Software defect as follows:

(aa) The Supplier shall provide a new update or a new upgrade of the Software if available to the Supplier or reasonably procurable by the Supplier. If the Supplier has granted the Customer a multi-user-licence, the Customer shall be entitled to make copies of the update or upgrade provided for the rectification of the defect in an amount that corresponds to the number of users in the multi-user-licence.

(bb) The Supplier shall make available to the Customer an interim solution until an update or upgrade to circumvent the defect can be provided as long as this is possible by showing reasonable efforts and the Customer would otherwise not be able to attend to urgent matters.

(cc) Where the data carrier or documentation provided is defective, the Customer can only require that the Supplier replaces it by a data carrier or documentation free of defects.

(dd) The rectification of the defect shall, at the discretion of the Supplier, be carried out at the Supplier's or the Customer's premises. If the Supplier chooses rectification at the Customer's premises, the Customer shall provide hard-and software, other operating conditions (including necessary machine time) with suitable personnel. The Customer shall provide the Supplier with all documentation and information that it holds and that are necessary for the rectification of the defect.

9. Where the Customer has notified the Supplier of a defect it is entitled to withhold payments that are in an adequate proportion to the defect which has been notified. The Customer is only entitled to withhold payment where it has notified a defect and the Supplier accepts that a defect exists.

10. Apart from that, Clause XI shall apply to claims for damages. Any claims of the Customer against the Supplier or the persons it uses to perform its obligations for defects other than those set out in this Clause X are excluded. Apart from that, statutory provisions shall apply.

11. A period of limitation of 12 months commencing upon the passing of risk shall apply to all Customer's claims and rights because of defects, including claims for damages because of defects. The foregoing shall not apply where statutory provisions constitute longer limitation periods, in the event of any injury to body, health or life, in the event of an intentional or grossly negligent violation of the Supplier's obligations, in the event of the intentional withholding of information by the Supplier and in the event of the breach of an accepted guarantee. The statutory provisions on suspension and re-commencement of limitation periods shall apply.

#### **XI. Claims for damages**

1. All claims for damages and claims for the reimbursement of expenses (hereafter collectively: Claims For Damages), no matter on what legal basis, in particular those based on the breach of contractual obligations and tort are excluded if they exceed the liability that is set out in these terms and conditions.

2. The Supplier shall be liable on the basis of statutory provisions only for gross negligence and intent by itself and of the persons the Supplier uses to perform its obligations. Furthermore it shall be liable on the basis of statutory provisions in cases where the goods lack a condition that has been guaranteed and in cases of injury to body, health or life. Where the Supplier has breached essential contractual obligations and was negligent without being grossly negligent, the Supplier's liability is limited to the total consideration paid by the Customer to the Supplier under the contract. Essential contractual obligations for the purpose of this limitation of liability clause are those that ensure the carrying out of the contract, whose breach jeopardises the purpose of the contract and on which the Customer commonly relies. The foregoing provisions do not change the burden of proof to the disadvantage of the Customer.

3. Insofar as the Customer is entitled to Claims For Damages in accordance with this Clause XI these are subject to a limitation period of one year. For all Claims For Damages that are on intent, gross negligence or harm to one's life, physical integrity or health or the violation of essential contractual obligations, the statutory periods of limitation shall apply.

4. Where the liability for the Customer's Claims For Damages has been excluded or limited, such exclusion or limitation shall also apply to the personal liability of employees, staff, representatives and that of the persons the Supplier uses to perform its obligations.

#### **XII. Software use, software supply**

1. Where Software is purchased with the order a non-exclusive right to use the Software provided including its documentation is granted to the Customer. The Software is provided for use on the supplied contract item. The use of the Software on more than one system is prohibited. The right of use is limited to the agreed period of time, if there is no such agreement the right of use shall be for an unlimited period of time.

2. All other rights to the Software (including all ownership rights) and the documentation including its copies shall remain with the Supplier or its software supplier. The Customer shall not be entitled to grant any sub-licences.

3. This Clause XII shall solely apply to the provision of standard Software which is provided for use as part of or in connection with a delivery of related hardware (hereafter: Software) as well as to the overall delivery if a breach of contractual obligations or a default in performance is caused by the Software. Apart from that for hardware the other provisions of these sales and supply conditions shall apply exclusively. For firmware the provisions for Software as set out in this Clause XII shall not apply.

4. Unless otherwise expressly agreed in the contract with the Customer the Supplier shall not take on any obligation to provide Software servicing. These shall require a separate agreement.

5. Where documentation is provided, the term "Software" shall hereafter also include the documentation in the contractually agreed format.

6. If the right of use has been granted for a limited period of time, the following provisions shall additionally apply: The Customer shall only use the Software with the hardware referred to in the contractual documentation (e.g. software product note), and if there is no such reference only with the hardware supplied together with the Software. The use of the Software with other devices shall require the explicit written consent of the Supplier and shall in the case of the Software being used with a more powerful device lead to a claim of the Supplier for an adequate additional consideration; this shall not apply where and as long as the Customer temporarily uses the Software with a replacement device to the agreed extent because of a defect of the agreed device.

7. The Software shall only be provided in a machine-readable format (object code) unless otherwise agreed or if the provision of Software in source code is agreed because open-source software is incorporated in accordance with Clause XII Sub-Clause 12.

8. The Customer may only make a copy of the Software which exclusively serves back-up purposes (back-up copy). Apart from that the Customer may only copy the Software where a multi-user-licence is in place in accordance with Sub-Clause 13.

9. Except for decompilation, the Customer is not entitled to amend the Software, to reverse engineer it, to translate it or to remove parts of it. The Customer may not remove alphanumeric and other identifications from the data carrier and shall copy them unchanged to every back-up copy. Apart from that, the Customer is only entitled to copy, to rework, to translate or to change the Software from the object code into the source code in accordance with statutory provisions, if any. The Customer may not remove or amend the manufacturer information, in particular copyright notices, unless the Supplier has given its prior express written consent, which consent may be given or withheld by the Supplier in its sole discretion.

10. The Customer may only pass on its right of use to the Software to third parties together with the devices or the data carrier with which it has purchased the Software from the Supplier. In the case of a transfer of the right of use to third parties, the Customer shall ensure that the third party shall not be granted any further rights of use to the Software than those to which the Customer is entitled according to this Clause XII and that the third party shall as a minimum assume the obligations regarding the Software that are set out in this contract. In this case the Customer shall not retain any copies of the Software. Where the Customer provides the Software to a third party the Customer is responsible for the compliance with any export obligations and shall indemnify the Supplier against any such obligations.

11. Where the Customer has been provided with Software for which the Supplier only has a right derived from third parties (Third Party Software) the terms of use between the Supplier and its licensor shall apply additionally to this Clause XII and shall take precedence over them.

12. Where and to the extent the Customer is provided with open source software, the rights of use that the open source software is subject to shall apply in addition to the provisions of this Clause XII and shall take precedence over them. The Supplier shall upon the Customer's demand provide it with the source code if the rights of use provide for the handover of the source code. In these cases the Supplier shall refer to the existence and the terms of use of Third Party Software and open source software provided and shall make them available upon request. If the Customer breaches these terms of use the Supplier and its licensor shall both be entitled to assert any rights and claims arising from this in their own name.

13. The use of the Software on various devices or at several workplaces at the same time shall require a right of use to be granted separately. The same shall apply where the Software is used in networks even though this may not involve the copying of the Software. In these cases (hereafter: Multi-User-Licences) the following provisions in lit (aa) and (bb) shall apply in addition to the foregoing provisions of this Clause XII and shall take precedence over them:

(aa) A Multi-User-Licence shall require an explicit written confirmation by the Supplier regarding the number of permitted copies which the Customer may create from the Software provided and regarding the number of devices or workplaces at which the Software can be used. For Multi-User-Licences to Software where the period of use has been limited, the Multi-User-Licences may only be transferred to third parties by the Customer if they are transferred collectively and including all devices on which the Software may be used.

(bb) The Customer shall observe the guidelines as to copying that are provided by the Supplier together with the Multi-User-Licence. The Customer shall make records of the location of all copies and shall present these to the Supplier upon demand.

#### **XIII. Samples and Customer documentation**

1. Samples shall only be provided against consideration unless otherwise agreed and shall, moreover, only serve as approximate examples.

2. Where the Customer provides drawings, documents and other information it is the Customer's responsibility that the contractual use of these drawings, documents and information does not breach any intellectual property rights of any third parties.

#### **XIV. Condition, end-use declaration**

1. The conclusion of the individual contracts and the respective performance of the contracts by the parties shall be subject to the condition that they do not infringe any national or international laws especially export control provisions.

2. Upon request, the Customer is obliged to provide declarations of end-use for the ordered goods and products in accordance with applicable export control provisions.

#### **XV. Place of performance, place of jurisdiction, applicable law**

1. The place of performance for all obligations including returns, shall be Australia unless otherwise agreed.

2. This contract is made in Australia and shall governed and construed in accordance with the laws of Australia and the Customer and the Supplier agree to submit to the exclusive jurisdiction of the Australian courts.

#### **XVI. Arbitration**

Where the Supplier chooses to have the dispute adjudicated by a court of arbitration, the dispute shall be finally adjudicated according to the laws of Australia; the language of the proceedings shall be English.

#### **XVII. Transferability of contract**

The Customer may only transfer its contractual rights to third parties upon the Supplier's prior written Consent, which consent may be given or withheld in the Supplier's sole discretion.