

Disclosure Of Key Terms Relating To The Supply Of Goods Or Services To Consumers

Section 47A Fair Trading Act 1987 (NSW) ("the Act")

Pursuant to section 47A of the Act, a supplier must, before supplying a consumer with goods or services in New South Wales, take reasonable steps to ensure the consumer is aware of the substance and effect of any term or condition relating to the supply of the goods or services that may substantially prejudice the interests of the consumer.

The following contains a summary of key terms in the attached Trading Terms (**Terms**) between SCM Group Australia Pty Limited (ACN 612 532 091) (**Us, We, Our**) and the Customer, as a consumer (**You, Your**), which You should be made aware of as per the requirements of the Act.

Words not defined in this summary have the same meaning as set out in the Terms:

1. Article 4.6 – Liquidated Damages

If You breach a material term of the obligations set out in the contract made up by our Terms then, We shall be entitled to retain the advance payment made by you for the goods and / or services, and this shall not affect our right to claim any other compensation for loss that We suffer from Your breach.

2. Article 4.8 – Indemnity

This article requires You to indemnify Us against all damages which may arise out of the application of Purchase Conditions of Leasing instead of our Terms, where we agree that You may purchase Our goods through a leasing transaction.

3. Article 6.4 – Where you cannot take delivery of the Goods

If we cannot deliver the goods which are ready for shipment because of Your actions or failure to comply with our Terms, then 15 days after We provide You with written notice the goods are ready, We are entitled to request You pay liquidated damages of 0.5% of the contract price for each week of delay, up to a maximum amount of 6% of the contract price, and this does not affect Our right to terminate the contract after 3 months of delay.

4. Article 9.8 and Article 10 - Exclusion of Warranties

Article 9.8 excludes all warranties not set out in the Terms or any other warranty document (to the extent possible) and makes clear that We are not liable to compensate You for:

- (a) any increased costs or expenses you may incur;
- (b) any loss of profit, revenue, business, contracts or anticipated savings;
- (c) any loss or expense resulting from a claim by a third party; or
- (d) any special, indirect or consequential loss or damage of any nature whatsoever caused by or arising from the supply of the goods and / or Our failure to complete or delay in completing the delivery and / or installation of the goods.

The express warranty provided in Article 10 is subject to certain conditions and exclusions stated in Article 10.

5. Article 9.8 – Limitation of Liability

This article limits the remedies available to You if the Goods or services provided by Us are faulty, for example we may replace the Goods or provide a refund at our sole determination.

GENERAL TERMS & CONDITIONS OF SALE

Art. 1. - Scope of application. Conclusion of the Contract. 1.1. Unless otherwise expressly indicated by SCM Group Australia Pty Limited (ACN 612 532 091) (the "Seller"), the present general conditions of sale (the "Conditions") shall apply to and form an integral part of any supply of machinery ("Machinery") and related goods (together, the "Goods") and/ or accessory services ("Services") between the parties from time to time.

Any supply of Goods and / or Services is a supply pursuant to the contract consisting of these Conditions, a purchase order from the purchaser (the "Purchaser") and a confirmation of purchase order from the Seller (as set out below) (the "Contract"). The stipulation of the Contract on the part of the Seller shall be deemed to be made in accordance with the present Conditions, it being understood that any possible different or additional terms proposed by the Purchaser or contained in any document (including any purchase order) of the Purchaser shall not apply, unless expressly accepted in writing by the Seller by way of derogation from or integration to the present Conditions. 1.2. Any contractual document from the Seller accepted by the Purchaser is only binding on the Seller if followed by the approval of the Seller's General Management (the Approval), within 90 days from the date of said acceptance, failing which the contractual document shall have no effect. An order confirmation written by the Seller shall be deemed to have the same effect as the Approval provided above, and shall provide the final description of the supply on the part of the Seller with regard to the technical performance, technical specifications and/or commercial terms. If the above condition with respect the Seller's order confirmation is not fulfilled, each party shall be free from its undertakings, without any charges. This is without prejudice to Article 2 below. If the Seller's order confirmation is not objected to in writing by the Purchaser, within 10 days from the date of its receipt by the Purchaser, then the order confirmation shall be deemed in any event accepted and binding on both parties. 1.3. Notwithstanding any other term of these Conditions, the Seller shall only be bound by the Contract including in case of the Approval of the Contract on the part of the Seller's General Management being granted – if the Purchaser has returned the present Conditions duly signed to the Seller.

Art. 2. - Definition of the supply. 2.1. In the event of a dispute in respect of the definition of the supply, or whether or not a Contract has been formed (Supply Dispute) the Seller shall be entitled, on behalf of both parties, to request the Resolution Institute to appoint a contractual, independent expert, make a determination with respect to the Supply Dispute, taking into account the price agreed between the parties for the supply. It is understood that the expert's decision shall be binding for both parties, having the same effect of the parties' expression of their contractual intention. In case of confirmation of the definition or position adopted by the Seller by the expert's determination, then the costs for the expert opinion will be borne by the Purchaser whilst in any other case said costs will be borne by the parties in equal parts.

Art. 3. - Subject matter. 3.1. The subject matter of the Contract shall consist exclusively in the supply, by the Seller to the Purchaser, of the Machinery and its related user manuals (instructions), spare parts, equipment, Engineering, Know-how and Services relating to the assembly, start-up and acceptance test which are expressly and respectively indicated in the Enclosures to the Contract. The term "Engineering" shall mean the drawings and plans relating to the installation of the Machinery, possibly supplied by the Seller to the Purchaser, as described in the technical Enclosures to the Contract. All drawings and plans relating to civil works and the general systems and plants shall not however be included in the Engineering. The term "Know-how" shall mean the technical knowledge, the formulae, the procedures, the instructions and the indications which may be used in relation to the type of production provided in the technical Enclosures of the Contract, which may be supplied by the Seller to the Purchaser in accordance with the terms of said Enclosures. 3.2. The Purchaser shall co-operate for the purposes of defining the supply and shall be liable for the accuracy of the information/indications/instructions provided to the Seller stipulated as part of the Contract, as well as regards the suitability of the machinery under the Contract for the Purchaser's purposes to the extent permitted at law, in respect of the regular conditions of use of the same on the part of the Purchaser, as well as with regard to specific conditions which may affect the safety or performance of the machinery in question. 3.3. Measures, weights and technical data as described in the Seller's statements or catalogues shall be deemed to be indicative only and non-binding in the specifications/details. Any possible modification of the Machinery and other elements of the supply which the Seller deems necessary, during the performance of the Contract, due to local conditions, change of laws, technical and/or technological improvements occurring in the meantime, or in any event necessary for the optimal functioning of the Machinery, may be carried out by the Seller, subject to the prior notice to the Purchaser. The Purchaser shall be entitled to raise objections in respect of said modifications only in case they compromise the normal use of the Machinery, as provided in the contractual documents, provided that in the event the Purchaser disputes whether or not the modifications deemed necessary by the Seller compromise the Machinery purchased by the Purchaser, the Purchaser will request the appointment of a contractual independent expert in accordance with Article 2 to ascertain whether or not the modifications agreed by the Seller compromise Machinery being Purchased. It is understood that the expert's decision shall be binding for both parties, having the same effect of the parties' expression of their contractual intention. The carrying out of any possible modifications requested by the Purchaser, even if subsequent to the signing of the Contract, shall be considered a variation request and is subject to the prior written agreement of the Seller, including with respect to the consequent adjustment of price and modalities for the performance of the supply. 3.4. Any installation and commissioning of the machinery carried out by or on behalf of the Seller in the Purchaser's state or territory does not affect either the qualification of the Contract as a sale nor affect the jurisdiction governing the Contract.

Art. 4. - Prices. Payments. Claims. 4.1. The prices agreed between the Seller and the Purchaser will be EXW delivery at Seller's premises (Incoterms 2020) unless otherwise provided in writing by the Seller, as well as fixed and unchangeable. 4.2. The payments due from the Purchaser shall only be deemed to have been made at such time as the relevant funds have been credited to the Seller's current account at the bank indicated by the Seller, in the currency indicated in the Contract. Payment must be made by the Purchaser in cleared funds and without set-off. 4.3. In the event of any unjustified delay in payment by the Purchaser, the Seller shall be entitled – at its sole discretion and without prejudice to any and all of the Seller's rights arising out of the Purchaser's failure to pay the price on the relevant due date/s – to charge interest on late payments at a rate equal to the cash rate as determined by the Reserve Bank of Australia (RBA) per annum at the relevant time, calculated as at the original or extended due date plus seven percentage points. 4.4. Any possible claim concerning the performance and the carrying out of the Contract shall not entitle the

Purchaser to suspend or delay payments. **4.5.** The Seller shall be entitled to suspend and/or terminate the Contract with immediate effect by sending a notice in writing to the Purchaser: (a) in the event that the Purchaser fails to duly fulfil its obligations to pay the price (including the obligation to make the advance payment) as well as its obligations to open documentary credits, to provide and/or create guarantees, to send credit instruments, inter alia, to be held on fiduciary deposit or to comply with other payment terms, in relation to the supply provided under the Contract or other supplies; as well as (b) to the extent permitted at law, in the event that the Purchaser becomes subjected to any form of insolvency proceedings, company administration, bankruptcy, scheme of arrangement, voluntary liquidation, or receivership, or in the event that its assets change substantially so as to clearly endanger its ability to carry out its obligations hereunder. In relation to possible delays exceeding 45 (forty-five) days in the contractual payments to be paid by the Purchaser following a written notice that the Goods are ready, the Seller shall be entitled – by way of alternative to the termination of the Contract – to resell to third parties the Goods ready for shipment (and to make any possible modifications to said Goods for such purpose) and to re-determine the time schedules for delivery/shipment of said Goods and possibly the entire supply pursuant to the Contract. Said new time schedules for delivery/shipment (and new time schedules for the fulfilment of the Seller's other obligations in accordance with the terms hereof) shall run from the date of communication to the Purchaser of the Seller's decision to avail itself of the above right and shall not be longer than the time periods originally agreed, without prejudice to the right to compensation for any possible damages suffered by the Seller. The Purchaser shall be obliged to comply with the new time schedules determined by the Seller pursuant to the above provisions and communicated in writing to the Purchaser by the Seller. **4.6.** In the event of any material breach by the Purchaser of its obligations under the Contract, then, in addition to any rights that the Seller may have under the Contract, the Seller shall be entitled to retain, by way of liquidated damages, the advance payment made by the Purchaser, without prejudice to the Seller's right to claim compensation for any further damages suffered. The parties agree that such liquidated damages is a genuine pre-estimate of loss that the Seller will or will likely suffer as a result of the Purchaser's default and is an amount reasonable in all the circumstances. **4.7.** By means of the Contract the Seller hereby grants the Purchaser a non-exclusive, limited, revocable licence to use the application software for the functioning of Machinery, subject to the prior and regular payment of the Contract price on the part of the Purchaser. The Seller shall provide free up-dating of this application software, on condition that the Purchaser makes payments on the due dates provided in the Contract, also in case of purchase by means of leasing transaction. In any event, in case the Purchaser fails to pay the Contract price on the due dates, then the functioning of the application software will be automatically deactivated. Following the payment of the Contract price on the part of the Purchaser, according to the terms of the Contract, the Seller shall immediately provide back the functioning of the Machinery. The Seller grants the Purchaser a non-exclusive, limited, revocable license also to use the PLC software for the automation of the Machinery, exclusively with the configuration set by the Seller, at the same conditions provided above. **4.8.** In the event that the parties agree that the Purchaser shall be entitled to pay the price for the supply by means of a leasing transaction, (a) the Purchaser shall carry out and issue, within the scope of its relationship with the leasing company which shall purchase the Goods and Services which are the subject matter of the Contract, all acts and declarations/documentation in compliance with the provisions of these Conditions (by way of example, but not by way of limitation, with regard to the issuing of the acceptance test report), regardless of the contents of the purchase conditions stipulated between the Seller and the leasing company ("Purchase Conditions of Leasing"), (b) the Purchaser warrants and guarantees that, during the performance of the sale relationship with the Seller, the above leasing company shall carry out acts in full compliance with these Conditions and the Contract, as if the Purchase Conditions of Leasing applied only to the extent that they are not incompatible with these Conditions and therefore the Seller shall be entitled to enforce its rights provided by these Conditions and the Contract vis-à-vis the Purchaser, and (c) the Purchaser undertakes to indemnify and hold the Seller harmless from and against any and all damages which may arise out of the application of the Purchase Conditions of Leasing instead of these Conditions, even where the Purchase Conditions of Leasing include terms purporting to prevail over any other agreement stipulated by the Seller.

Art. 5. - Retention of title. 5.1. In the event that payment, be it in whole or in part, is to be made after delivery, then, to the extent permitted under the laws of the country where the delivered Machinery (including any possible equipment and spare parts) is located, the Seller shall retain title thereto until full payment of the price and any other monies owing by the Purchaser to the Seller on any account has been made. **5.2** Where any agreed terms of payment allow for the purchase price and any other monies for the Machinery to be paid by instalments, in the event the Purchaser fails to pay even one instalment, which is greater than an amount equal to one eighth of the total purchase price of the Goods or should the Purchaser fail to pay two instalments, in accordance with the terms hereof, then the Seller shall be entitled either to terminate the Contract with effect as of such time as notice has been given to the Purchaser or to declare that the Purchaser has lost its right to pay on an instalment basis and demand the immediate payment of all or part of the amounts outstanding, and in which case, to the extent permitted at law, all monies with respect to the purchase shall be accelerate for payment. In the case of termination of the Contract for reasons attributable to the Purchaser, the Seller shall be entitled to enter onto any premises in the care custody or control of the Purchaser or the Purchaser shall procure access to such premises where the Goods are located to enable the Seller to repossess the Machinery and obtain the immediate return of the Machinery sold and the Seller shall also be entitled to retain any instalments received from the Purchaser by way of compensation for the use of the Machinery, without prejudice to the Seller's rights to claim compensation for any further damages suffered. **5.3.** The Purchaser hereby undertakes to take all steps necessary in order to either (i) create a valid retention of title in said country in favour of the Seller, which retention of title is in the widest form permitted under the laws of said country and is duly enforceable, inter alia, as against third parties **5.4.** The Purchaser undertakes (i) not to sell or assign the Machinery to, or allow use of the Machinery by, third parties, as well as (ii) to not encumber the Machinery (without the prior written consent of the Seller, which consent may only be given in terms satisfactory to the Seller to preserve its priority to the highest extent possible, as well as (ii) not to remove the Machinery without the Seller's written consent, and (iii) to take out and maintain an all risks insurance policy over the Machinery, for an amount equal to the Contract price of the Machinery, indicating the Seller as the insured party, and provide the Seller with a copy of said insurance policy before the delivery of the Machinery.

Art. 6. – Acceptance test prior to Delivery. Delivery. 6.1. The parties may agree to carry out an acceptance test of the Machinery, at the Seller, prior to delivery. Terms and conditions of carrying out any such test must be defined in the Contract. Upon completion of this test, the Seller and the Purchaser will sign a pre-delivery acceptance test report. **6.2.** The delivery of the Machinery and of the other elements of the supply shall be set out in a shipment schedule specifically agreed between the parties and duly set forth in the Contract. Notwithstanding, the delivery dates must be considered indicative only and not binding on the Seller, resulting in

the exclusion of liability for any possible damages for delay, and in any case the running of the delivery dates will remain suspended up to the definition of the supply pursuant to the preceding articles 1 and 2 as to when a Contract is binding or as to the subject matter/content of the supply. Delivery dates are, in any event, subject to the condition that the fulfilment by the Seller of its obligations is possible according to a criterion of practical and economic reasonableness and that such fulfilment is not obstructed or prevented by any event arising out from circumstances beyond the Seller's control, such as, but not limited to, Covid-19 restrictions, shortages of personnel due to Covid-19 effects, shortages of raw materials, equipment, fuel, energy, components, or third-party services (including transports) as currently experienced in international trade. **6.3.** Any delay by the Purchaser in providing any information or carrying out any tasks which are necessary in order for the Contract to be performed, or equally any delay by the Purchaser in fulfilling its obligations under the Contract (in particular, the obligations provided under Article 4.5 par. a) shall entitle the Seller to postpone the delivery dates for a period corresponding to the length of the delay on the part of the Purchaser, without prejudice to any other right of the Seller provided under these Conditions. **6.4.** Without prejudice to the terms of Art. 6.3 above, in the event that it is not possible to deliver the Machinery which are ready for shipment due to any acts or omission of the Purchaser or failure by the Purchaser to comply with its obligations under the Contract, then once 15 days have passed from the Seller having advised the Purchaser in writing that the Goods are ready, then the Seller shall be entitled (without prejudice to any other rights) to request the Purchaser liquidated damages of 0.5% of the Contract price for each week of delay, up to a maximum amount of 6% of the Contract price, without prejudice to the Seller's right to terminate the Contract after 3 months of delay (retaining the amounts already received by the Purchaser under to the Contract by way of compensation), and without prejudice, in any event, to the Seller's rights to claim compensation for any further damages. Subject to any possible written agreement between the parties with regard to the storage of the Goods for a fixed period of time, the Seller shall be entitled at any time to effect delivery or in any event demand that the Purchaser takes delivery of the Goods upon the Seller's first request and enforce any of its rights arising at law or under the Contract. In the absence of any agreement as to storage of Goods, the Seller shall have the right to store the Goods pending acceptance of collection or delivery by the Purchaser and charge the Purchaser the reasonable costs of such storage, which the Purchaser shall be liable to pay.

Art. 7. - Packaging and Delivery. Transport. **7.1** The packaging provided by the Seller consists of wooden pallets and shrink-wrap nylon. Any different packaging may be provided upon the Purchaser's request and at the latter's expense. **7.2.** In any event, prior to the installation / use of the Goods, the Purchaser shall store the Goods at the Purchaser's risk and in a temperate and dry place, suitable to protect them. **7.3.** Any trans-shipment of the Goods that the Purchaser may decide to carry out during the transport of the Goods to the place of final destination shall be previously agreed by the Seller and carried out at the Purchaser's sole expense and risk. **7.4.** Unless otherwise contractually agreed between the parties, the Goods are delivered EXW Seller's premises (Incoterms 2020). Without prejudice to the terms of Article 7.3. above, it is understood that any risk shall pass to the Purchaser pursuant to the agreed delivery term (Incoterms 2020). **7.5.** If, at the time as the Seller is preparing to organise or make shipments, there are variations in the transportation costs to be borne by the Seller of a value equal to or greater than +/- 20% with respect to the amount of said costs applicable as at the date of entry into the Contract, the parties shall proceed with a corresponding adjustment of the relevant amount. The party entitled to such adjustment shall have the right to suspend the performance of the Contract, without any charges, in the event of the other party's refusal to pay such adjustment, without prejudice in any event to the right to recover the relevant credit (as well as the right to terminate the Contract pursuant to art.13.2 below).

Art. 8. - Storage of the goods. Assembly. **8.1.** The Goods which are shipped shall be stored by the Purchaser at the place of destination, in premises which are suitable for the purposes of protecting the Goods from any type of damage or deterioration, and insured, at the Purchaser's expense, by means of an all-risks insurance policy. Upon the Seller's request, the Purchaser shall ensure that the Goods delivered by the Seller, being complete and in a perfect condition for the installation thereof, shall be duly placed on the site designated for assembly. **8.2.** In order to carry out, if provided, the assembly and start up of the supply, the Purchaser undertakes to: a) position the Machinery in its final position, according to the technical specification provided by the Seller unless otherwise agreed between the parties; b) supply the equipment, the lifting gear and means of transport, the power supply and everything else required by the technicians appointed by the Seller as technically necessary in order to carry out the assembly including any possible labour, the management and supervision of which shall at all times remain the responsibility of the Purchaser. Any machines and tools which the Purchaser may allow the technicians appointed by the Seller to use shall be equipped with the accident prevention devices as may be provided under the laws and regulations in force in Australia; c) co-operate for the timely obtainment of any possible entry visa, in case of technicians coming from a foreign country, and arrange for the assembly operations to start immediately after the arrival of the technicians appointed by the Seller and proceed on a continuous basis until completion; it being in any event understood that any periods of inactivity/waiting periods shall be at the Purchaser's own expense; d) not to engage the technicians appointed by the Seller in any activities other than those which fall within their sphere of competence and are specifically authorised by the Seller himself; e) be responsible for, indemnify and hold the Seller harmless, in respect of any obligation relating to local health, work and safety regulations; f) adopt all the necessary safety measures and precautions to prevent accidents and safeguard the assembly and acceptance test workers against physical injury, in compliance with all regulations imposed by law; g) provide the personnel appointed by the Seller, at its expense, with an interpreter and translating services, should they so request. **8.3.** In the event that the assembly is not included in the price agreed in Art. 4, but is still requested by the Purchaser, the costs will be charged to the Purchaser according to the tariffs in force of the Seller. In this case the Purchaser also undertakes to: a) sign the attendance sheet that the technicians appointed by the Seller are provided with in order to ascertain the hours worked by the personnel; it being understood that, otherwise, the hours indicated by the Seller in the relevant invoice shall be considered as valid and correct; b) reimburse the Seller in respect of any travel expenses (return ticket), in travelling from the Seller's place of business to the Purchaser's premises, incurred by the Seller for its own appointed technicians, including any travel expenses relating to any replacements for the technicians appointed by the latter, for which it is understood that the maximum period which any of the Seller's technicians may spend at the Purchaser's premises is a period of 1 month; c) reimburse the Seller expenses incurred by the stay of appointed personnel (travel, board and lodging etc.); who shall be accommodated in a hotel of a standard having not less than a two star rating or otherwise in accommodation of the same standard; ensure that the technicians appointed by the Seller have a means of transport to and from their hotel/lodgings and the work site; **8.4.** In the event that, for reasons not attributable to the Seller, assembly takes longer than the time scheduled by the Seller, then the period originally scheduled shall be extended accordingly; in such case, the fees relating to the Services provided hereunder shall be those of the Seller in force at the

time said Services are effectively carried out. All risks relating to the use of the Machinery shall pass to the Purchaser upon completion of the assembly of the Machinery. **8.5.** Upon completion of the assembly, the Purchaser and the Seller will sign a certification of completed assembly and will carry out the loadless functional test of every Machine or lines of Machinery supplied. **8.6.** The Purchaser undertakes to provide the Seller with qualified personnel for the purposes of training and maintenance in the use and maintenance of the Machinery as specified by the Seller.

Art. 9. - Acceptance test. 9.1. Upon completion of the activities referred to in Art.8, the Seller and the Purchaser shall carry out an acceptance test, if so specifically provided by the Contract; otherwise the supply shall be deemed as successfully tested and finally accepted upon completion of the activities referred to in Art.8. **9.2.** In case during the testing of the functioning of the Machinery, if the Machinery does not show any defects which may prevent the Purchaser from using the Machinery as contractually agreed, or in case said defects are rectified by the Seller, then the Purchaser shall be obliged to sign the acceptance test report of the supply, without prejudice to the Seller's obligation to provide technical assistance under warranty, pursuant to Article 10 below, in order to rectify any possible defects or non-compliance of the supply. This is without prejudice, in any event, to the subsequent measurement of the performances during the testing of the Machinery when it is "up and running", if contractually provided. If the Purchaser fails to sign the acceptance test report confirming the positive result of the acceptance test, then the Purchaser shall not be entitled to use the Machinery, unless otherwise expressly agreed in writing by the Seller. **9.3.** Should the technical assistance carried out by the Seller, for one or more time as the case may be, not rectify the defect or non-compliance of the Machinery supplied, which prevents the achievement of the production performances possibly provided by the Contract, then the parties shall verify whether such defect/non-compliance determines a substantial decrease in the value of the Goods. To the extent permitted at law, in the latter case the Purchaser shall be entitled to obtain a reduction of the price of said Goods, up to maximum amount of 5% of the Contract price, it being excluded the right to terminate the contract. This article shall not apply in case the Contract provides specific conditions relating to the performances during the acceptance test or the testing of the Machinery when it is "up and running". **9.4.** With respect to Machinery, equipment and other goods that the Purchaser (i) purchases from suppliers other than the Seller in order to use them in combination with the supply or (ii) requests the Seller to purchase from third party suppliers and to include in the supply, the Purchaser shall be exclusively responsible for the operation of such goods in accordance with methods and yields that allow the achievement of the productive performances possibly provided for under the Contract. **9.5.** If, for reasons not attributable to the Seller, it is not possible to carry out the acceptance test within 30 days from the assembly, or in case the Machinery has been in any event used by the Purchaser for manufacture purposes, then to the extent permitted at law, the acceptance test shall nevertheless be deemed to be carried out with positive result and the Machinery shall be deemed to be finally accepted by the Purchaser without any reserve (without prejudice to the Seller's obligations provided under Article 10 below and Article 9.8). **9.6.** Any possible periods of inactivity/waiting of the Seller's personnel (prior to or during the acceptance test) which are not the normal consequence of the acceptance test and not attributable to the Seller, shall be charged to the Purchaser according to the Seller's rates. **9.7.** The issuance of the acceptance test report provided above shall amount to final acceptance of the supply on the part of the Purchaser as the latter thereby acknowledges that the Goods supplied by the Seller, when connected to each other, assembled and started up, and using suitable raw materials under the Purchaser's responsibility, enable the Purchaser to achieve the use contractually agreed and in any event comply with the Contract (in case of virtual acceptance test pursuant to art. 9.5 above). Without prejudice to the Seller's obligations pursuant to Article 10 of these Conditions, any future variations in the functioning/production capacity of the supply shall not in any event be covered by the warranty granted by the Seller, without prejudice to the possible testing of the machinery when it is "up and running". **9.8.** To the extent permitted at law, the Seller's liability is limited, at the Seller's, option, to:

- (a) in relation to Goods:
 - (i) the replacement of the Goods or the supply of equivalent goods;
 - (ii) the repair of the Goods;
- (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.

It is agreed that, to the extent permitted at law, all other warranties whether implied or otherwise, not set out in these Conditions are excluded and the Seller is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the Purchaser for any increased costs or expenses;

- (a) any loss of profit, revenue, business, contracts or anticipated savings;
- (b) any loss or expense resulting from a claim by a third party; or
- (c) any special, indirect or consequential loss or damage of any nature whatsoever caused by or arising from the supply of the Goods and/or Services or the Seller's failure to complete or delay in completing the delivery and / or installation of the Goods.

9.9. The provisions of this Article 9 may be integrated with specific provisions provided in the Enclosures to the Contract. In case of objections/claims in respect of the carrying out and/or result of the acceptance test, then the parties shall be entitled to seek appointment of a suitably qualified independent expert in accordance with Article 2 to determine the dispute with respect to the objections/claims in respect of the carrying out and/or result of the acceptance, in order to ascertain, on behalf of both parties, whether or not the Machinery can be deemed tested in accordance with the terms of the Contract. It is understood that the expert's decision shall be binding for both parties, having the same effect of the parties' expression of their contractual intention. Should the expert ascertain the existence of the conditions for a successful testing of the Machinery in accordance with the terms of the Contract, then the costs for the expert opinion shall be borne by the Purchaser, whilst in any other case said costs shall be borne by both parties in equal parts.

Art. 10. – Express Warranty period. 10.1. Without prejudice to the provisions of art. 10.10 below, with regard to any possible defect in the supply of the Goods and / or Services hereunder, a warranty in respect of manufacturing defects in the Machinery and other components shall apply as of the date of installation of each Machinery and shall run for a period of 12 months (period of time not exceeding, under any circumstances, 18 months from the delivery of the machinery) and in any event not extendable beyond a period of 2,500 (two thousand five hundred) working hours of the Machinery (the "Warranty"), unless otherwise expressly agreed in writing by the parties. **10.2.** The Warranty consists in either the repair or replacement, at the Seller's sole discretion and at its

expense, of the structural parts and other components of the Machinery which may prove to be broken or defective due to manufacturing defects. The parts which are to be replaced as per above shall be delivered DAP (Incoterms 2020). With regard to the carrying out of repairs or assembly which, on the basis of the Seller's reasonable opinion, are of moderate difficulty from a technical point of view, then the Purchaser – following the Seller's instructions from afar - shall carry them out using its own personnel and at its expense; with regard on the other hand to the carrying out of repairs or assembly which are of notable difficulty from a technical point of view, the Seller shall send a specialised technician to the Purchaser's premises. The technical assistance shall always be subject to the acceptance by the Purchaser of the Technical Assistance Offer of the Seller which shall identify the applicable conditions for any activities which are not under warranty. The Purchaser undertakes to allow the Seller to establish a remote connection with the operating/control system of the Machinery, at any time. **10.3.** The Seller shall have the right to request the Purchaser to return the defective components which have been replaced for their inspection and approval of the Warranty. In such a case, if the Purchaser fails to deliver to the Seller, with Ex Works Purchaser's premises delivery, the replaced parts subject to such request, together with all documents required by the Seller and in general with all documents necessary for the purpose of shipping the goods to Italy or to the other country indicated by the Seller (including, by way of example but not by way of limitation, delivery notes, pro-forma invoices, copy of the return authorization and other transport documents), within 30 days of receipt by the Purchaser of the replacement parts, the Warranty claim may be validly considered cancelled and the Seller shall be entitled to invoice the Purchaser for the replacement parts at the list price applicable to the Purchaser from time to time. The latter shall be required to pay the relevant price upon receipt of invoice. Return expenses shall be borne by Seller, according to operational agreements made from time to time. **10.4.** The Warranty shall cover all the individual structural parts and other components of the Machinery, but it shall not cover the parts which are subject to wear and tear. Further, the Seller shall not be liable for any damages or deteriorations of whatever nature caused by use which is different from the use provided in the Use and Maintenance Manual, by the failure to suspend the use of the Machinery in the case of functioning problems, or in any event due to any other reason not attributable to the Seller. **10.5.** The Warranty shall in any event lose any and all effect should any equipment or spare parts not supplied by the Seller be installed in the Machines, and in any case, should any modifications have been made without the Seller's written consent or in case of Services carried out on the part of the unauthorized personnel. **10.6.** Under no circumstances shall the Seller be liable for any damages of whatever nature arising out of the improper use, poor maintenance and/or generally any acts which are not in line with the maintenance and user instructions. The Purchaser shall be solely responsible for ensuring that the products manufactured using the Machinery supplied by the Seller are in compliance with the safety regulations in force and the Purchaser shall in any event be liable for any claims made by any party which may have possibly suffered damages as a result of the Purchaser's non compliance and it shall duly hold the Seller harmless from and against any such claims. **10.7.** The Warranty shall be subject to the Purchaser duly informing the Seller in writing, within 8 days following the discovery thereof of the particular defect or lack of quality (failing which the Purchaser shall lose its rights under the Warranty in respect thereof) and shall also be subject to the Purchaser making an express request to the Seller in writing, to provide assistance under the Warranty. **10.8.** Any other damages, including any possible damages resulting from the lack of or a reduction in production, in addition to any indirect or consequential damages, and the right to terminate the Contract, are expressly excluded from the Warranty. **10.9.** The provisions of the present Article 10 shall be integrated by the provisions provided under the Warranty Certificate which may be attached to the Contract in order to form a part of same; it being understood that in case of conflict between said provisions, the present Article 10 shall prevail. **10.10.** Any and all goods (such as - by way of example but not by way of limitation - components, equipment, tools and software) which are included in the supply, but which have been purchased by the Seller from third party suppliers at the request of the Purchaser and identified and selected by the latter, are excluded from the Warranty provided hereunder. With regard to such goods, (a) the Seller shall not be liable in the event the same are in any way unsuitable for the manufacturing purposes intended by the Purchaser, or are defective, nonconforming or present interface problems with the Goods supplied by the Seller, (b) the application of any legal or contractual warranty by the Seller shall be excluded, it being understood, however, that if and to the extent this is possible without costs for the Seller, the latter may transfer to the Purchaser the possible warranty for defects given by the third party supplier with respect to such goods. **10.11.** The applicability of any other warranty - whether legal or contractual - in relation to the supply that is not expressly provided for under the Contract and/or these Conditions is expressly excluded. **10.12** If the Purchaser is deemed to be a 'Consumer' under Schedule 2 of the Competition and Consumer Act 2010 (Cth) (Australian Consumer Law), then:

(a) For the Goods:

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

(b) For Services:

Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value

You are also entitled to be compensated for any other reasonably foreseeable loss or damage.

If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

(c) Returns - Damage, Incorrect or Defective Goods

(i) To the extent permitted at law, if the Purchaser receives Goods that are damaged, incorrect and/or defective:

- (a) the Purchaser must not use the Goods;
- (b) the Purchaser must notify the Seller in writing by email within 48 hours of receiving the Goods and the Purchaser must provide the Seller with photographs of the Goods;
- (c) the Seller may request further information and photographs to evaluate the request;
- (d) if the request is approved, the Seller will direct the Purchaser to return the Goods to the Seller's address of: 26 Peter Brock Drive Eastern Creek NSW 2766; and

(e) the Goods will not be deemed damaged or defective if it is in the Seller's reasonable opinion that the Goods have become of unacceptable quality following the sale due to the Purchaser's misuse or failure to take reasonable care in accordance with any instructions accompanying the Goods.

(ii) To the extent permitted by law:

(a) return of Goods will not be accepted by the Seller except by prior agreement in writing with the Seller and subject to these Conditions;

(b) returned Goods for change of mind may be subject to a restocking charge of 10% of the Purchase Price of those Goods; and

(c) the Seller will not reimburse the Purchaser for return shipping costs for returns made on the basis of a change in mind.

Art. 11. Confidentiality obligations. Intellectual and industrial property rights. IOT Services **11.1.** The Purchaser shall keep strictly confidential and will not disclose any technical information (such as, but not limited to, drawings, schedules, documentation, formulae and correspondence) received from the Seller or in any way learnt during the course of the Contract. Any such information may only be disclosed to third parties with the Seller's prior authorisation in writing. **11.2.** It is understood that the Seller shall (i) at all times remain the owner of any and all intellectual/industrial property rights over the Machinery and other elements of the supply, including the Engineering and Know-how, and that (ii) the use of the Engineering and Know-how in addition to the use of the material supports delivered by the Seller relating to said items, is granted to the Purchaser only for the purposes of the Contract. **11.3.** Each party will be entitled to use, by way of commercial references, the other party's name and the fact that the Contract has been entered into. **11.4.** With reference to any Internet of Things services (including "Maestro Connect") that may be offered by the Seller in relation to the Machinery, the Purchaser hereby accepts the validity of signing the related contracts by means of a point&click mechanism, waiving any objection regarding their validity and effectiveness (and with consequent acknowledgement of the relevant clauses on limitation of liability and exclusion of warranties).

Art. 12. Force majeure. **12.1.** Force majeure shall mean any act or event which is, beyond the parties' will or control and in respect of which a remedy may not be found in a timely manner (including but not limited to, acts of war, even if undeclared, embargo, riot, insurrection, fire, sabotage, natural disaster, epidemics – including but not limited to coronavirus Covid-19, pandemic, epidemic, disease, government restrictions acts or provisions of government authorities, inability to procure raw materials, equipment, fuel, energy, components, labour or transport). **12.2.** Upon the occurrence of any event of force majeure which is such as to prevent either party hereto from fulfilling its obligations hereunder, then the time for the party so affected to fulfil its obligations shall be automatically extended for a period corresponding to the duration of the event of force majeure, without any damages (including liquidated damages) being payable by said party, save for the Purchaser's obligation to pay the amounts due by way of the price, in respect of which the contractually agreed due dates shall remain in full force and effect. It is further understood that in the event that the above payment is to be effected, in whole or in part, by means of a documentary credit, then upon the occurrence of an event of force majeure and upon the Seller's request, the Purchaser shall be obliged to extend the term of said documentary credit, failing which, by way of exception to all the above terms, the Seller shall be entitled to effect delivery of the goods, inter alia, to the general warehouses and cash in said documentary credit. **12.3.** In any event, the parties shall take all measures within their power to ensure the reinstatement, within the shortest possible time, of the performance of the obligations which have been delayed as a result of the event of force majeure. **12.4.** Should the parties hereto be unable to carry out their obligations in accordance with the time schedule provided hereunder for a period of 6 months or more as a result of an event of force majeure, then the parties shall meet as soon as possible in order to examine the impact of such events on the terms of the Contract, in particular, on the prices and on the delivery schedule, and they shall come to an agreement as regards the terms and conditions for the continuance of their respective obligations. In the event of a possible disagreement between the parties or equally in the event that either party refuses to take part in such meeting, then the matter may be submitted solely to dispute resolution pursuant to Article. 15 below. **12.5** With specific regard to the Covid-19 coronavirus epidemic, if the Contract is signed when such epidemic is already causing delays in one of the parties' business activities and/or a suspension in whole or in part of such activities (or it is foreseeable that it will cause them), the provisions of the above articles 12.2, 12.3 and 12.4 will still apply, it being hereby agreed to deem the above-mentioned situation in any event as force majeure, although not unforeseeable at – and not supervening in respect of – the time when the Contract was signed.

13. Events altering the economic balance of the Contract. **13.1.** Without prejudice to the provisions of Article. 12 above, if, due to events supervening after the time this Contract has been entered into by the parties, the balance between the parties' respective obligations hereunder alters considerably, thus rendering excessively onerous the obligations of one of the parties hereto, then the party so affected may request that the parties' respective obligations be realigned. It is in any case agreed that the loss or increase in value of a national currency with respect to one or more other currencies, or the replacement of the same with another currency (for example, following the introduction of the Euro or the exit from the Euro), as well as increases in the cost of energy for the operation of industrial plants and/or technological innovations, shall in no way be invoked by the Purchaser pursuant to this Article. **13.** In the event of disagreement between the parties, then the matter may be submitted solely to arbitration pursuant to Article. 15 below. **13.2.** In case an event as the ones referred to in Article. **13.1** above concerns increases in the prices of raw materials and/or components and/or logistics and/or transport necessary for the execution of the supply by the Seller, the latter shall have the right to communicate such circumstance to the Purchaser, requesting the renegotiation of the relating contractual conditions according to a criterion of reasonableness (provided that the Seller does not prefer to make use of the adjustment clause provided for under art. 7.5 above). Said request shall be executed under penalty of forfeiture prior to the delivery of the machinery and, should the parties fail to reach an agreement within 30 days from such request, the Seller may withdraw from this Contract without incurring any costs or charges, but with the obligation to return to the Purchaser all the sums paid by the latter, up to such time, by way of price.

Art. 14. No assignment of the Contract. Assignment of credits. Written form. **14.1.** Neither party hereto may assign the Contract without the prior written consent of the other party hereto. **14.2.** However, the Seller shall be entitled to assign, in whole or in part, to third parties its credit relating to the payment of the sums due from the Purchaser under the Contract. The Seller shall not be obliged to obtain the Purchaser's consent to any such assignment of credit and it is understood that, with regard to providing

notice of any such assignment, to the extent necessary so as to ensure a valid and effective assignment of the credit, a simple written notice thereof to the Purchaser shall suffice. It is understood that in the event of assignment of the above credit, then the Seller shall also be entitled to assign, in whole or in part, to the assignee of the credit the rights provided under Article. 5 above. Should the above rights fail to be assigned to the assignee of the credit, then said rights may continue to be exercised by the Seller, directly or through a representative, in the event of non-performance or breach on the part of the Purchaser of its payment obligations under these Conditions and/or the Contract. **14.3.** The Contract supersedes any and all prior agreements between the parties, be they oral or in writing. All notices provided by the Contract must be given in writing.

Art.15. Arbitration clause and Governing law. 15.1. Any and all disputes between the parties – including those of a non contractual nature – arising out of, related or connected to these Conditions and/or the Contract shall be settled in an amicable manner by means of negotiations between the parties held in good faith. In the event that it is not possible to reach an amicable settlement within a reasonable period of time, but no later than 14 days from the date of a written notice of a dispute served by one party on the other, then any such dispute shall be submitted to arbitration in accordance with, and subject to, The Resolution Institute Arbitration Rules 2020 Rules. The seat of the arbitration shall be Sydney (New South Wales, Australia) (the “Jurisdiction”). The arbitration proceedings shall be held in English. **15.2.** By way of partial exception to the foregoing, the Seller shall be entitled to initiate legal proceedings before the courts of the Jurisdiction, both for urgent and/or precautionary injunction or relief (including, by way of example and not by way of limitation, proceedings for the enforcement of guarantees relating to the Contract, including proceedings for the return to the Seller of Goods sold subject to retention of title), and for judgment, upon the condition however that, in the latter case, the Purchaser has not previously initiated arbitration proceedings. The possible invalidity of this Article 15.2. shall in no way affect the validity of article 15.1 above. **15.3.** The Contract shall be governed by the law of the Jurisdiction (with the result that, the provisions of the United Nations convention on contracts for the international sale of goods signed in Vienna on 11th April 1980 shall not apply.).

Art.16. Security Interests and the Personal Property Securities Act 2009 (Cth) (PPSA). 16.1 Capitalised terms in this Article have the meaning given to them under the PPSA. 16.2 The Seller and Purchaser agree and acknowledge that these Conditions and the Contract arising hereunder constitute a Security Agreement and entitle the Seller to claim:

- (a) a Purchase Money Security Interest (“PMSI”) in favour of the Seller over the Goods supplied or to be supplied to the Purchaser; and
- (b) a Security Interest over the proceeds of sale of the Goods.

16.2 The Goods fall within the category of ‘Other Goods’ for the purpose of the Seller registering or otherwise perfecting its security interest in the Goods including on any relevant personal property securities register. To the extent permitted at law, the Purchaser waives its right to receive notification of any such registration or perfection of the security interest. The Purchaser hereby indemnifies and will keep the Seller indemnified in respect of all costs and expenses, including legal costs and expenses an indemnity basis associated with the registration, notification, enforcement, amendment, discharge of any Security Interest granted by the Purchaser in favour of the Seller under the Contract. The parties agrees that nothing in sections 130 and 143 of the PPSA will apply to these Conditions or the Security under these Conditions.

16.3 The Purchaser waives its right to:

- (a) receive notice of removal of an accession under, where and in the event the Goods become an accession;
- (b) receive notice of an intention to seize the Goods.;
- (c) object to the purchase of the Goods by Seller;
- (d) receive notice of disposal of the Goods;
- (e) receive a statement of account if there is no disposal;
- (f) receive a statement of account following a disposal showing the amounts paid to other secured parties and whether security interests held by other secured parties have been discharged.
- (g) receive notice of retention of the Goods;
- (h) redeem the Goods; and
- (i) reinstate the security agreement.

The Purchaser, according to the applicable law, specifically approves the clauses contained in the following articles: Art. 1 (Scope of application. Conclusion of the Contract; approval of the General Management); art. 2 (Definition of the supply; expertise); art. 3 (Subject matter; Expertise), art. 4 (Prices. Payment. Claims. Suspension; Termination; Application software for the functioning of machinery; Leasing), art. 5 (Retention of title); art. 6 (Acceptance test prior to Delivery, Terms of delivery; Delivery dates, Extension; Exclusion of liability; Advance payment and termination); art. 7 (Packaging and delivery; Transfer of risks; Transport costs and relevant modifications); art. 8 (Storage of goods. Assembly; Extension; Risks); art. 9 (Acceptance test; reports; defects; liability; remedies); art. 10 (Warranty period; Subject matter of the warranty; Limitations of liability); art. 11 (Confidentiality; Intellectual and industrial property rights; IOT Services); art. 12 (Force majeure); art. 13 (Events altering the economic balance of the Contract); art. 14 (No assignment of Contract; Assignment of credits; Written form); art. 15 (Arbitration clause and governing law); Art. 16 (PPSA).