

Standard Terms and Conditions of Purchase

Entire Agreement:

This contract is comprised of:

- A. the Purchase Order;
 - B. these Standard Terms and Conditions of Purchase;
 - C. any other document signed by the parties or expressed to be forming part of this contract,
- and together they form the entire agreement between the parties ("Contract").

In the event of inconsistency or conflict, the documents forming the Contract shall be interpreted in the order listed above.

IT IS AGREED:

1 Parties

The parties to this Contract are:

- 1.1 The legal entity referenced in the 'Bill To' section of the Purchase Order, being Verbrec Limited or a subsidiary thereof referred to hereafter as the "Purchaser"; and
- 1.2 The legal entity referenced in the 'Supplier' section of the Purchase Order referred to hereafter as the "Supplier".

2 Acceptance

The Supplier is taken to have accepted the Contract the earlier of:

- 2.1 The time in which the Supplier commences the Services described in the Contract;
- 2.2 The date that the Supplier indicates its acceptance of the Contract in writing; or
- 2.3 Within 5-days of the Purchaser delivering the Purchase Order to the Supplier providing that the Supplier has not responded in writing confirming that it disputes any condition of the Contract.

3 Performance and Delivery

- 3.1 The Supplier shall perform and complete the Supply in accordance with the terms of the Contract and comply with any lawful direction of the Purchaser.
- 3.2 The Supplier shall deliver the Supply, fully conforming with the terms of the Contract (and any applicable incoterms) no later than the Required Date specified in the Purchase Order or otherwise at the time or times and place nominated by the Purchaser. The Supplier shall immediately advise the Purchaser in writing of any circumstances that may cause delay in delivery, the action taken to avoid or minimise the delay and the estimated period of delay.
- 3.3 Time is of the essence with regards to the completion of the Supply under this Contract.
- 3.4 No additional charges will be allowed for transportation, packing or returnable containers unless separately identified in the Purchase Order and these costs are deemed as included in the Contract Price. All shipments must be packaged and must conform with Purchaser's packaging specifications and delivery requirements referred in this Contract so as to permit efficient handling and to provide protection in shipment. Damage to any

Goods resulting from improper packaging or delivery will be charged to Supplier.

4 Documentation

- 4.1 The Supplier shall supply all engineering, technical and other certified data associated with the design and use of the Supply that is required to complete and certify the design for construction, commissioning and operation of the project for which the Supply is required, by the times specified in the Contract, or if no times specified within the times required by the Purchaser.
- 4.2 Prior to the Required Date, the Supplier shall provide electronic and hard copies of all documentation required for the installation, operation and maintenance of the Supply unless agreed otherwise with the Purchaser that these are not required.
- 4.3 Unless otherwise stated in the Purchase Order, the Supplier shall deliver with the Supply, all quality records associated with the design and manufacture of the Supply, as necessary to meet all regulatory obligations of the Purchaser and its client/s for the satisfactory use, maintenance, repair, installation or operation of the Supply. Any information which Supplier discloses to Purchaser for the use or maintenance of the Supply may be used by Purchaser for those purposes.

5 Testing

- 5.1 The Supply shall be subject to inspection and testing at the times and places reasonably required by the Purchaser, including during the period of manufacture. The Supplier, without additional charge, shall arrange the testing required by the Contract, or otherwise industry standard testing of the Supply and provide evidence thereof to the Purchaser prior to delivery. The Supplier shall provide all reasonable facilities and assistance for the safety and convenience of Purchaser inspectors to allow them to conduct additional inspections. The Supply are also subject to final inspection and acceptance at the delivery point notwithstanding any payments or other prior inspections. Such final inspection shall be made within a reasonable time after delivery.

6 Passing of Title

- 6.1 Except if title has passed to Purchaser under other provisions of this Contract, title to the Supply shall pass to Purchaser the earlier of payment by the Purchaser for the Supply or upon acceptance of the Supply by Purchaser at the delivery point. Title to Supply shall pass progressively to the extent that any milestone payments are made to the Supplier are represented by the work in progress in the Supply. Risk in the Supply lies with the Supplier until the Supply is delivered and accepted by the Purchaser.

7 Customs and Excise Duty

- 7.1 Where the Purchaser elects to acquire Goods and the Supplier is the importer of record, the Supplier will:
 - 7.1.1 Be responsible for, and remit payment of all Customs Duties assessed by or payable to any government agency as well as any other foreign shipping charges; and

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- 7.1.2 Use its best endeavours to ensure that any Goods are imported free of Customs Duties including through the use of applicable bilateral free trade agreements (or equivalent).
- 7.2 The Supplier will, at the Purchaser's request, provide the Purchaser with all information and documentation necessary for the Purchaser to make or assess the Supplier's entitlement to make, in accordance with any applicable laws, applications or certifications for:
- 7.2.1 A drawback, refund, rebate, remission or other reduction of Custom Duties or Excise Duties; and
- 7.2.2 Customs Duties or Excise Duties concessions, including, without limit, exemptions, reductions, duty-free access and preferential rates of duty available under bilateral free trade agreements (or the equivalent).
- 7.3 The Supplier must make any application or certification requested by the Purchaser in a form that is satisfactory to the Purchaser. Where any such application or certification is successful, the Supplier will pass on to the Purchaser the full economic benefit of the exemption, reduction, concession, drawback, refund, rebate or remission of Customs Duty or Excise Duty, as appropriate, by way of a reduction in the Contract Price. This subclause applies regardless of the shipping, insurance or freight terms used.
- 8 Warranty**
- Unless otherwise agreed to in writing by the parties, the Supplier warrants that:
- 8.1 The Supply shall conform to the specifications, drawings, samples or other descriptions furnished under the Contract or accepted by Purchaser in writing; and
- 8.2 The Supply shall be of merchantable quality, new, free from defects, and fit for the purpose for which the Supply is generally used or intended to be used by Purchaser to the extent within the reasonable knowledge of Supplier.
- 8.3 Where the Supplier is performing Services, including services required to deliver Goods, those Services shall:
- 8.3.1 be performed by qualified and appropriately trained personnel;
- 8.3.2 be performed with due care and skill;
- 8.3.3 be fit for the purposes described in the Contract or the purpose that would be reasonably inferred by a competent supplier providing services in a similar field or profession to be the purpose; and
- 8.3.4 comply with Australian Standards and any laws of the Jurisdiction.
- 8.4 The Supply shall comply with all relevant standards laid down by any Standards Association, Local Authority, Regulating or Supply Board and/or any other body or association establishing conditions of quality or merchantability in relation to the Supply as required under the Contract.
- 8.5 All warranties implied at law shall apply to the Supply in addition to any warranty expressly herein contained or to any Manufacturer's warranty, service guarantee or guarantee of performance. In the event of any inconsistency between any implied warranty or express warranty or guarantee the most favourable to the Purchaser shall prevail.
- 8.6 The Supplier shall assign to the Purchaser the benefit of any third-party vendor warranties provided to the Supplier relating to the Supply.
- 8.7 Prior to submitting a claim for payment under this Contract, the Supplier warrants that it has the title and right in the Supply sufficient to transfer full ownership of the Supply to the Purchaser in accordance with clause 6.
- 9 Defective Goods and Services**
- 9.1 Supplier guarantees the Supply and each part of the Supply against any defect under normal working conditions for a period contained in the Supplier quotation, or if nothing stated, from the date that the Purchase Order is accepted by the Supplier until eighteen (18) months following the completion / delivery of the Supply or acceptance by the Purchaser ('Defect Liability Period').
- 9.2 If, during the Defects Liability Period, LogiCamms finds any defect in the Supply, LogiCamms may by notice to the Supplier, require the Supplier to remedy the Defect within a reasonable period stated in that notice.
- 9.3 If the Supplier fail to remedy its default in performance, defect, complete the Services, or redo the Services within the time notified by the Purchaser, the Purchaser may perform the work or have it performed should the defect not be rectified in a timely manner, the cost of which will be offset against any fees payable to the Supplier under the Contract, but where the costs exceed any remaining payments under the Contract, cost will be recovered from the Supplier.
- 9.4 For the supply of Goods, in lieu of the above process, the Purchaser may at its sole and absolute discretion return the defective Goods to the Supplier and the Supplier shall within 7 days of a demand to do so provide a full refund for the returned Goods.
- 10 Invoicing and Payment**
- 10.1 In consideration for the provision of the Supply under the Contract, the Purchaser agrees to pay to the Supplier the Contract Price.
- 10.2 The Contract Price is a firm and fixed price and is not subject to rise and fall unless otherwise expressly stated.
- 10.3 The Supplier is responsible for all taxes, duties, royalties or charges in relation to the provision of the Supply under the Contract. Payments shall be made by EFT to Supplier's nominated bank account.
- 10.4 Except as otherwise stated in the Purchase Order, the Supplier shall be entitled to submit a claim in the form of a tax invoice for 90% of the Contract Price for the Supply accepted at the delivery point. The remaining 10% of the Purchase Price shall be claimed when all Supplier Data has been received and approved.

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- 10.5 The Supplier shall submit a GST compliant tax invoice to the nominated address containing Purchaser name and address, Purchase Order number and the amounts to be paid.
- 10.6 The Purchaser will assess the claim and pay all undisputed amounts within 30 days from the end of the month in which the claim is received.
- 10.7 Where the Contract Price includes Provisional Sums, the Supplier shall be paid only for the net cost to it plus an amount pre-agreed in writing to be a portion for profit, attendance and overheads (Mark-Up). Provisional Sum means any estimated amount in relation to the cost of an item that the Purchaser has agreed in writing is not reasonable or possible for the Supplier offer as a fixed and firm lump sum.

The Supplier's entitlement to such an allowance shall be subject to approval by the Purchaser. If the amount of a Provisional Sum provided in the Contract is less than or greater than the actual cost properly incurred in respect of the relevant item, then the Purchaser Price shall be increased or decreased (as the case may be) accordingly by the amount of the difference.

The Supplier shall produce for inspection to the Purchaser all invoices, accounts and receipts for payment in respect of the provisional sums and provisional quantities

11 Termination

- 11.1 The Purchaser may terminate the Contract if the Supplier:
- 11.1.1 Fails to comply with the terms of this Contract; and does not within 5 days of notice of breach, provide a reasonable explanation and remedy plan to the satisfaction of the Purchaser;
 - 11.1.2 Becomes, or in the reasonable opinion of the Purchaser, is likely to become, insolvent;
 - 11.1.3 becomes the subject of administration, liquidation, a proceeding for relief of debtors or makes an assignment for the benefit of creditors
- 11.2 Without limiting the Purchaser's rights to terminate for breach, the Purchase may also terminate the whole, or any part, of the Contract for its convenience.
- If the Contract is terminated for convenience by the Purchaser in accordance with this clause, the Purchaser shall reimburse the Supplier for any Goods / Services supplied up to the date of termination plus a reasonable amount for any Supply which have not been delivered but the Supplier is legally liable to accept, providing that the title of those Goods / Services transfer to the Purchaser upon payment.
- The Supplier shall provide auditable details of its proposal for any such termination fees within 7 days of receiving a notice under this subclause, and at any other time at the request of Purchaser. Purchaser may withdraw a notice under this subclause within 14 days of receiving Supplier's compensation proposal.

12 Insurances

- 12.1 The Supplier is required, at its expense, to effect and maintain throughout the term of the Contract, and any additional period as specified herein or as the Purchaser deems necessary, each of the following insurances in relation to risks or occurrences arising, or which may arise out of the provision of the Supply or the performance of its obligations under the Contract:

12.1.1 Public and products liability insurance covering all claims and liabilities in respect of any injury to or death of any person or any loss, damage or destruction to any property (including that of the Purchaser) howsoever caused. The policy of insurance must be unlimited as to the number of claims and provide cover in respect of each and every claim to an amount not less than AUD\$10,000,000.

12.1.2 Worker's Compensation / Employer's Liability Insurance in the names of the Supplier and all Sub-contractors for their respective rights and interests covering all Liabilities, whether arising under statute or common law, in relation to the death of, or injury to, employees or any person deemed to be an employee.

12.1.3 If the performance of the Contract requires the Supplier to use or provide for use plant and equipment, the Supplier must maintain or require the owners of the plant and equipment to maintain insurance covering all loss of and damage to the plant and equipment, replacement value. The insurance must, unless prohibited by law, waive all express or implied rights of subrogation against the Purchaser and its directors, officers, and employees.

12.1.4 If the performance of the Contract requires the Supplier to transport Goods to or from the Site, unless advised otherwise by the Purchaser in writing, the Supplier will maintain insurance covering the loss of or damage to the Goods during transit, regardless of whether the Purchaser has paid for those Goods. Such insurance must note the Purchaser as a party insured under the policy.

12.1.5 If the Supply includes, directly or indirectly, the provision of professional services, the Supplier must effect and maintain (whether by renewal or otherwise) throughout the term of the Contract and for a period of not less than 6 years after the completion of the Supplier's obligations under the Contract, professional indemnity insurance to a minimum value of A\$5,000,000 in the aggregate in respect of liability arising by reason of any act, error, or omission of the Supplier or the Contactor's Personnel in performance of the professional services.

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- 12.2 Except for professional indemnity insurance, the insurances required under this clause 12 shall be effective from the date the Contract is accepted in accordance with clause 2 and be maintained until the end of the Defects Liability Period.
- 12.3 If the insurances referred to in this clause are subject to the application of any self-insured retention, excess or deductible, the amount of the self-insured retention, excess or deductible must be declared to the Purchaser and, in the event of a loss, is payable by the Supplier. The Purchaser may require the Supplier to reduce the amount of any self-insured retention, excess or deductible where the amount is considered by the Purchaser to be unreasonable in the circumstances of the Contract.
- 12.4 Each policy of insurance under this clause must be taken out with a reputable insurer with a security rating from Standard and Poor's of not less than 'A-' and on terms and conditions that cover the Suppliers potential liability under Contract or at Law.
- 12.5 No provision contained in this Clause will limit the Supplier's liability to indemnify the Purchaser in accordance with the Contract.
- 12.6 Before performing any of the Supply and each time the policies are renewed or varied, the Supplier must provide the Purchaser with any evidence that the Purchaser requires that the Supplier and its Sub-suppliers are insured in accordance with this Clause.
- 12.7 If the Supplier fails to effect or maintain any of the insurances required pursuant to this Clause, the Purchaser may act at its sole option and without being under any duty or obligation to do so:
- 12.7.1 effect and maintain those insurances and deduct the cost thereof from any moneys due to the Supplier; or
 - 12.7.2 treat the failure to insure as a material breach of Contract.
- 12.8 This clause 12 survives expiry or termination of this Contract.
- 12.9 The Supplier will ensure that its sub-suppliers and subcontractors have the benefit of or effect and maintain insurances similar to the Supplier's insurances required to be effected by the Contract. The Supplier shall remain fully liable for any act or omission by a sub-supplier or subcontractor.
- 13 Indemnity**
- 13.1 Supplier hereby indemnifies the Purchaser, its successors, assignees, agents, customers and users of the Goods and Services against loss, damage claims, proceedings, or liability including costs and expenses which may be incurred as a result of:
- 13.1.1 any breach of this Contract by the Supplier; or
 - 13.1.2 any act or omission by the Supplier in the performance or delivery of the Supply; or
 - 13.1.3 any such claim judgement or demand involving infringement or alleged infringement of any intellectual property rights in the manufacture use or disposition of any Goods and/or Services supplied hereunder.
- 13.2 The parties each indemnify the other against any consequential loss including loss of profit, loss of revenue, business interruption, loss of business opportunity or loss of contract.
- 13.3 The limitation contained in clause 13.2 shall not apply to, and does not limit the Supplier's liability for:
- 13.3.1 Injury or death to persons;
 - 13.3.2 Damage to third party property;
 - 13.3.3 Breach of intellectual property obligations under this Contract;
 - 13.3.4 Breach of confidentiality obligations under this Contract;
 - 13.3.5 Fraud, wilful misconduct or negligence;
 - 13.3.6 Any amount recoverable under an insurance policy required to be held in accordance with this Contract; and / or
 - 13.3.7 Any amount that would have been recoverable under a policy of insurance but for breach by the Supplier of the terms of the insurance policy or a failure by the Supplier to effect and maintain the insurance in accordance with the terms of this Contract.
- 13.4 This clause 12 survives the expiry or termination of this Contract.
- 14 Excusable Delays**
- 14.1 Neither party shall be liable for damages for delay in delivery arising out of causes beyond its reasonable control and without its fault or negligence including but not limited to acts of God, or of criminals, or acts of the Government, fires, floods, epidemics, quarantine restrictions, and unusually severe weather. However, this clause shall not apply to strikes, defective Supply, design errors, manufacturing errors or equipment failure in any circumstances. Supplier will notify Purchaser in writing within 10 days after the beginning of any such cause. Purchaser may terminate the Contract at no additional charge if the delay under this clause continues for more than 45 days.
- 15 Changes**
- 15.1 Purchaser may at any time by a written notice make changes to the Purchase Order or Contract including but not limited to change in the specifications, designs or drawings, samples or other description to which the Supply is to conform, in methods of shipment and packaging or place of delivery. If any such change causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Contract, a proportionate adjustment shall be made in the price or delivery schedule or both and this Contract modified in writing accordingly.
- 15.2 Any claim by Supplier for an adjustment due to change must be made in writing within 5 days of the receipt of any such notice after which the Supplier is barred from making any adjustment claim, provided however, that Purchaser may, in its discretion receive and act upon any such claim so made at any time prior to final payment under this Contract.

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Nothing in this clause shall excuse the Supplier from proceeding without delay to perform the Contract as changed.

16 Assignment, Novation and Subcontract

16.1 The Supplier shall not without the prior written consent of the Purchaser (which may be withheld at the Purchaser's absolute discretion) assign, novate or sub-contract the Contract or any part of it to any third party. The Supplier shall not purport to supply Goods which are not manufactured by the Supplier or provide Services not performed by the Supplier. Where the Supplier does sub-contract any work under the Contract, all acts of subcontracts are deemed to be acts of the Supplier.

17 Purchaser Information and Documentation

17.1 Drawings, data design, inventions and other technical information supplied by the Purchaser shall remain Purchaser's property and shall be held in confidence by the Supplier including but not limited to its employees, former employees, agents and subcontractors. Such information shall not be reproduced, used or disclosed to others by Supplier without Purchaser's prior written consent and shall be returned to Purchaser upon completion by Supplier of its obligations under this Contract or upon demand.

18 Rights, Remedies and Waiver

The rights and remedies provided to Purchaser herein shall be cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach.

19 Disputes

Any dispute arising under this Contract which is not settled by agreement of the parties within 30 days may be settled by appropriate legal proceedings. Pending any decision, appeal or judgement in such proceedings or the settlement of any dispute arising under this Contract, Supplier shall proceed diligently with the performance of this Contract. Notwithstanding the existence of a dispute, the Supplier shall diligently continue to provide the Supply in accordance with this Contract.

20 Approval and Reviews

20.1 The review or approval by Purchaser of any work hereunder or of any designs, drawings, specifications or other documents prepared hereunder shall not relieve Supplier of any of its obligations under this Contract nor excuse or constitute a waiver of any defects or nonconformity's in the Supply furnished under this Contract or change, modify or otherwise affect any of the provisions of this Contract, including but not limited to the prices and delivery schedules contained herein.

21 Taxes

Supplier assumes exclusive liability under all laws that impose taxes or other exactions on the manufacture or sale of the Supply to be furnished hereunder, or any component part thereof, or on any process or labour involved therein or on any services to be rendered by Supplier and to pay any and all such taxes except those Purchaser specifically agrees or is by law required to pay. Any taxes to be paid by Purchaser shall be separately stated on the invoice. Prices

shall not include any taxes for which Purchaser has furnished a valid exemption certificate. Notwithstanding the above, all prices are GST-exclusive unless otherwise specified.

22 Public Announcement

22.1 Except as required by any applicable law or regulatory requirement or as otherwise permitted by the Contract, the Supplier may not make any public announcements or disclosures as to the Contract, or otherwise in relation to the subject matter of the Contract, without the prior written consent of the Purchaser. In this regard, no media release or public announcement will be made in relation to the existence of the Contract without the Purchaser's written approval and should such approval be given, then the wording of such release and the manner of publication must first be approved in writing by the Purchaser acting reasonably.

23 Intellectual Property and Moral Rights

23.1 The Supplier warrants agrees that all Intellectual Property created under the Contract vests in the Purchaser ('Contract IP') and will be the Purchaser's property as and when created and the Supplier assigns and must ensure that all of its Personnel assigns all their respective right, title and interest in and to the Contract IP to the Purchaser.

23.2 The Supplier must at its cost, procure from each of its Personnel or any third parties engaged in the performance of the Contract an irrevocable and unconditional consent, in favour of the Purchaser (for the benefit of the Purchaser and its customers), which is legally enforceable by the Purchaser to permit it to do anything in relation to the work produced under the Contract that would otherwise infringe any moral rights or similar rights of the employee or third party anywhere in the world.

23.3 All royalties, fees and amounts payable (whether by instalments or otherwise) in respect of, or in connection with, any real or personal property, process work, material, matter, thing or method used or to be used in or in relation to the performance or operation of the Supply or in or in relation to or under the Contract will be paid by the Supplier and no separate claim for reimbursement will lie in respect thereof, but they will be deemed to be included in the Contract Price.

23.4 In the event of the Purchaser being enjoined or otherwise prevented from operating or using the Supply or any part thereof as a result of or in connection with any such action, suit, proceeding, claim or demand, the Supplier shall (at its sole expense) take all steps possible to procure for the Purchaser the right to operate or use the Supply or the relevant part for the purpose for which they are intended.

24 Applicable Law

This Contract is governed by the laws of the Governing Jurisdiction. The parties irrevocably elect to submit to the courts of the Governing Jurisdiction.

25 Survival

Clauses that are in its nature intended to survive the termination of the Contract shall survive the termination of the Contract including but not limited to clauses 1, 2, 6, 8, 9, 10, 11, 12, 13, 17, 19, 20, 21, 22, 23, 24. Clauses specified

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does not exclude any rights, remedies and obligations arising by operation of law.

26 Definitions

Capitalised terms have the following meaning in this Contract (unless the context requires otherwise):

Contract Price means the price of Supply to be delivered in accordance with the Purchase Order, totalling the amount stated in the Purchase Order, which is deemed to include all taxes, duties, royalties or changes in relation to the delivery of the Supply to the Delivery Address but shall exclude (unless otherwise stated) any value adding taxes (such as GST).

Customs Duties means any tax or tariff imposed, claimed, levied or assessed by, or payable to, any government agency in relation to the import or export of Goods.

Delivery Address means the address stated in the Purchase Order either as a 'Special Instruction' or 'Ship To' address, as the case may be and advised by the Purchaser from time to time.

Excise Duties means any tax imposed, claimed, levied or assessed by, or payable to, any government agency in relation to the production or manufacture of Goods.

Goods means the machinery, plant equipment, apparatus, materials of all and any kind to be supplied in accordance with the Contract including services incidental to the supply of Goods so they are delivered in accordance with the Contract.

Intellectual Property means all industrial and intellectual property rights whether protectable by statute, at common law or in equity, including all copyright and similar rights in works or any subject matter, rights in relation to inventions (including all patents and patent applications), trade secrets and know-how, rights in relation to designs (whether or not registrable), rights in relation to registered or unregistered trademarks, circuit layout designs and rights in relation to circuit layouts.

Jurisdiction means either:

- (a) in the case of a Purchase Order expressly referring to the Purchaser as a legal entity incorporated in New Zealand, New Zealand; or
- (b) in all other cases, the State of Australia in which the Purchaser is located.

Personnel means, in relation to a party, any of its employees, subcontractors (including sub-contractor's Personnel), agents and representatives involved either directly or indirectly in the performance of the Order.

Purchase Order means the Purchase Order document forming part of the Contract.

Required Date means the required date stated in the Purchase Order.

Services means those services specified in the Contract, or any other services expressly or impliedly agreed to be supplied including anything incidental to the Service that is required for it to be delivered in accordance with the Contract.

Supply means the Goods or the Services or any combination thereof required to be performed or delivered under the Contract.

27 Miscellaneous

- 27.1 The terms of this Contract may only be amended in writing and signed by both parties.
- 27.2 Neither party may assign this Contract without the written consent of the other party.
- 27.3 All notices and other documents required to be given under this Contract:
 - 27.3.1 shall be in writing and signed by an authorised person; and
 - 27.3.2 may be delivered by post, hand or email to the party to whom the notice is addressed at its address stated in this Contract or notified to the other party by notice.
- 27.4 The expressions 'including', 'includes' and 'include' are not expressions of limitation but have the meaning as if followed by 'without limitation'.
- 27.5 If any term of this Contract is held to be invalid, unlawful, or unenforceable in any way and for any reason, the terms of this Contract shall continue to apply to the fullest extent possible save and except for the part which is held to be invalid, unlawful, or unenforceable.
- 27.6 No failure, delay or relaxation by any party in exercising any rights conferred under this Contract will operate as a waiver of such right. Any waiver shall be in writing and signed by the party granting the waiver.
- 27.7 This Contract may be executed in any number of counterparts.
- 27.8 Headings and bold type are for convenience only and do not affect the interpretation of this Contract.
- 27.9 Each party is responsible for its own costs of entering into or complying with any term under this Contract.