



STANDARD TERMS AND CONDITIONS OF SALE

1. PURCHASE ORDERS AND CONTRACT

- 1.1. Purchase Order, including Specifications, Order Acknowledgement and Quote is accepted by GIIDJAA ENERGY on the earlier of:
 - 1.1.1. GIIDJAA ENERGY sending to the Customer an Order Acknowledgement, or
 - 1.1.2. GIIDJAA ENERGY's verbal acknowledgement of the Purchase Order, or
 - 1.1.3. delivery of the goods to the Customer.
- 1.2. When a Purchase Order is accepted, the Contract will be formed and include in order of precedence:
 - 1.2.1. Any specific terms agreed in writing;
 - 1.2.2. The Order Acknowledgement; and
 - 1.2.3. GIIDJAA ENERGY Standard Terms and Conditions of Sale.
- 1.3. Terms and conditions submitted by the Customer with a Purchase Order do not form part of the Contract unless expressly agreed in writing by GIIDJAA ENERGY. GIIDJAA ENERGY Essential Terms and Conditions of Sale will prevail over the Customer's terms and conditions.
- 1.4. Variations of the Contract are only effective if agreed to in writing by GIIDJAA ENERGY and the Customer.
- 1.5. Any previous dealing between GIIDJAA ENERGY and the Customer will not have any effect on the Contract.
- 1.6. The Contract contains everything GIIDJAA ENERGY has agreed with the Customer in writing in relation to the goods supplied under the Contract. Neither party may rely on an earlier Contract, or upon anything else said or done by the other party before this Contract was entered into.
- 1.7. The Customer must provide written notice to GIIDJAA ENERGY of any changes in trading address, legal entity, and structure of management or control with 7 days of the change coming into effect.
- 1.8. GIIDJAA ENERGY may at its absolute discretion, as a condition of acceptance of a Purchase Order require the Customer or persons or entities associated with the Customer to do any of the following:
 - 1.8.1. Provide a cash deposit or full payment in advance of delivery of the goods; or
 - 1.8.2. Satisfy credit approval requirements.

2. PRICE

- 2.1. The price is the total amount payable on the Order Acknowledgement.
- 2.2. Notwithstanding any provision in the Contract, GIIDJAA ENERGY may increase the price of the goods after an Order Acknowledgement is provided and prior to delivery if the price increase results from another increase in either:
 - 2.2.1. The price of inputs which comprise part of the goods; or
 - 2.2.2. The Goods and Services Tax or any transactional Tax.
- 2.3. The Customer must approve such increase. If the Customer does not approve such increase, the Customer may terminate the Contract by notice in writing to GIIDJAA. The price excludes any applicable Goods and Services Tax.
- 2.4. All quotes are subject to copper rise and fall. Any change to the London Metal Exchange (LME) copper index rate may invalidate a quote. GIIDJAA ENERGY reserve the right to amend as quote if any movements in the LME copper index occur. A quote is based on the LME copper index rate as of the date of quotation. The Customer must approve an amended quote. If the Customer does not approve the amended quote, the Customer is not obliged to accept the quote and, if the Contract has been formed, may terminate the Contract by notice in writing to GIIDJAA.

3. DELIVERY

- 3.1. Without limiting any other provisions in this document, failure by the Customer to pay for any instalments, or any other amount when due, will entitle GIIDJAA ENERGY to cease works and/or withhold or delay delivery of any remaining goods. If delay in delivery is caused by an event of circumstance of force majeure (refer clause 9.1 and 9.2), GIIDJAA ENERGY may (at its option and without limiting its other rights and remedies) arrange suitable storage of the goods, whether at its premises or elsewhere and the Customer must pay or reimburse all reasonable costs and expenses of storage, insurance, demurrage, handling and other charges associated with such storage if directed by GIIDJAA.





4. RETURN OF GOODS AND CREDITS

- 4.1. The Customer is deemed to have accepted the goods unless it makes a claim in accordance with clauses 4.2 and 4.3.
- 4.2. The Customer may claim the right to reject any goods which are wrongly supplied or over supplied, are defective or not of merchantable quality, are not fit for the purpose which goods and/or services of the same kind are commonly supplied or bought, or which are not in accordance with any express representations or the Contract or GIIDJAA ENERGY Essential Terms and Conditions of Sale, by notifying GIIDJAA ENERGY of the claim and providing full particulars of the claim in writing within 7 days of receipt of those goods. If GIIDJAA ENERGY disputes any of the "full particulars" referred to in this paragraph that the Customer may advise, GIIDJAA ENERGY and the Customer agree to negotiate in good faith to resolve the dispute.
- 4.3. The Customer is liable to pay the cost of returning the goods subject to a claim made under clause 4.2 unless all the following are met:
 - 4.3.1. GIIDJAA ENERGY has agreed in writing to their return;
 - 4.3.2. The Customer has complied with clause 4.2;
 - 4.3.3. The Customer has done all things necessary to permit GIIDJAA ENERGY to examine the goods to its satisfaction within 7 days of complying with clause 4.2; and
 - 4.3.4. The goods are in the same condition as when they were delivered.

5. PAYMENT

- 5.1. The price must be paid:
 - 5.1.1. In full with the Purchase Order; or
 - 5.1.2. In full within 30 days of invoice.
- 5.2. If paid by cheque, the price is paid on the date the cheque clears.

6. TITLE AND RISK

- 6.1. Legal and equitable title only passes from GIIDJAA ENERGY to the Customer when the Customer has paid all monies owing by the Customer to GIIDJAA. Until then, GIIDJAA ENERGY retains title to the goods and the Customer is a bailee of the goods. The Customer must comply with all the following conditions:
 - 6.1.1. Keep the goods in its possession and control.
 - 6.1.2. Keep the goods in good repair and condition, excluding fair wear and tear.
 - 6.1.3. Keep the goods stored separately and marked so that the goods are clearly and easily identifiable as GIIDJAA's property and inform GIIDJAA ENERGY of the location of the goods, if required.
 - 6.1.4. Not sell, assign or let the goods or any interest in them, or permit any charge, pledge, lien or other encumbrance to be created in relation to them otherwise than in the ordinary course of the Customer's business.
 - 6.1.5. Maintain and allow GIIDJAA ENERGY to inspect records which do any of the following:
 - i. Identify any unpaid goods owned by GIIDJAA.
 - ii. Details of third parties to whom the Customer sells or disposes of unpaid goods.
 - iii. Detail payments made by such parties for the unpaid goods.
- 6.2. If the Customer does not pay for any goods on the due date for payment, the Customer authorises GIIDJAA, its employees and agents to enter the Customer's premises (and any premises under the control of the Customer or an agent of the Customer if the goods are located on those premises) and use reasonable force to retake possession of the goods without liability for trespass or damage.
- 6.3. If the Customer sells the goods before payment in full to GIIDJAA ENERGY, the Customer holds the proceeds on trust for GIIDJAA ENERGY in respect of those goods and must keep such proceeds in a separate account until the liability to GIIDJAA ENERGY is discharged and must immediately pay that amount to GIIDJAA ENERGY.
- 6.4. If the Customer uses the goods in a manufacturing or construction process of its own or some third party, the Customer must hold that part of the proceeds of such manufacturing or construction process as relates to the goods in trust for GIIDJAA. The Customer must keep such proceeds in a separate account until the liability to GIIDJAA ENERGY is discharged. Such part shall be deemed to be equal in dollar terms owing by the Customer to GIIDJAA ENERGY in respect of the goods in question at the time of receipt of such proceeds.

The Customer must not assign the right to any such proceeds or enter into any other arrangement that would result in the Customer not receiving those proceeds.
- 6.5. Notwithstanding retention of these rights, GIIDJAA ENERGY may recover the price of the goods from the Customer.
- 6.6. The risk in goods supplied passes to the Customer on delivery of the goods. The Customer is responsible for any charges or expense incurred in relation to the goods after risk in the goods passes to the Customer.

7. DEFAULT

- 7.1. If the Customer has not paid the full price by the due date for payment:
 - 7.1.1. GIIDJAA ENERGY may take steps to recover all outstanding monies, including engaging a mercantile agency or instituting legal proceedings. The Customer is liable for any cost of taking steps to recover the monies including the cost of a mercantile





agency, court costs and legal costs.

- 7.1.2. Interest is payable on any amount outstanding monies after the due date for payment at the rate of 6.5% per annum from the date the costs are incurred.
- 7.1.3. GIIDJAA ENERGY may elect at its discretion to suspend from time to time some or all its obligations under this Contract or any other agreements with the Customer, including offering further credit, until:
- i. Payment in full is received by GIIDJAA; or
 - ii. GIIDJAA ENERGY enters the Customer's premises and repossess the goods to which the outstanding payments relate and keep or sell those goods in accordance with clause 6.2.
- 7.2. If the Customer fails to take delivery of the goods and this continues for 60 days or more, GIIDJAA ENERGY may resell those goods. Any proceeds of the resale of the goods will be applied as follows:
- 7.2.1. Of the original sale or Contract price of the goods; or
- 7.2.2. The Customer is entitled to, or may pay, as relevant, the difference between the original Contract sale price and the resale price after deduction of a restocking fee of 15% of the original sale price of the goods.
- 7.3. GIIDJAA ENERGY may exercise all rights resulting from the failure to pay money at any later time despite the supply of goods by GIIDJAA ENERGY after it becomes aware of a failure by the Customer to pay money. The right to terminate may be exercised concurrently with the suspension of obligations by GIIDJAA.
- 7.4. GIIDJAA ENERGY may by written notice to the Customer immediately end the agreement formed under this document in any of the following circumstances:
- 7.4.1. The Customer fails to perform any of its obligations under this document including failure to pay by the due date,
- 7.4.2. The Customer dies or becomes incapacitated, or ceases to carry on business,
- 7.4.3. Anything happens that in the view of GIIDJAA ENERGY reasonably indicates that there is a risk that the Customer is or will become unable to pay debts as they fall due. This includes execution being levied against any income or assets of the Customer; a meeting of the Customer's creditors being called or held; a step being taken to make the Customer bankrupt; and the Customer entering into any type of arrangement with, or assignment for the benefit of, all or any class of its creditors, or being subject to a deed of company arrangement,
- 7.4.4. A step is taken to have a receiver, receiver and manager, provisional liquidator or administrator appointed to the Customer or any of its assets or subsidiaries.
- 7.5. If the Contract is ended because of the Customer's default and the Customer owes GIIDJAA ENERGY money, the money becomes payable immediately to GIIDJAA ENERGY.

8. INTELLECTUAL PROPERTY

- 8.1. If the Customer provides any information to GIIDJAA ENERGY, the Customer warrants that it holds any required intellectual property rights to that information.
- In the event of legal action against GIIDJAA ENERGY for breach of intellectual property rights relating to use of information provided by the Customer, the Customer indemnifies GIIDJAA ENERGY for any legal costs or other costs whatsoever it may incur.

9. FORCE MAJEURE

- 9.1. If GIIDJAA's ability to perform its obligations under this Contract is adversely affected by war, strike, trade dispute, damage to plant or machinery, shortage of any material or labour, any cause beyond GIIDJAA ENERGY's control or influence, GIIDJAA ENERGY may, if it chooses in its absolute discretion, end the Contract or suspend it for up to three months or any other time it deems necessary in the circumstances by giving the Customer written notice. GIIDJAA ENERGY will not be liable for any loss, damage or liability incurred by the Customer.
- 9.2. The Customer accepts it is the Customer's obligation as a condition of this Contract that it must accept delivery of goods notwithstanding any delay in delivery caused by any of the events specified in clause 9.1.

10. LIMITATION OF LIABILITY

- 10.1. To the extent permitted by law, liability is excluded for defective goods manufactured and/or sold by GIIDJAA ENERGY where that liability arises from faulty design, materials, workmanship and fair wear and tear.
- 10.2. To the extent permitted by law, all other liability, including for actual, physical or financial consequential loss or damage and whether arising from negligence or misuse of product is any other way excluded except when such liability, loss or damage is caused by the negligence or willful act of GIIDJAA ENERGY or anyone GIIDJAA ENERGY is responsible for.
- 10.3. The Customer indemnifies GIIDJAA ENERGY against all claims that arise from the Customer's use of the goods.

11. WAIVER OF RIGHTS

- 11.1. The fact that GIIDJAA ENERGY fails to do, or delays in doing, something it is entitled to do pursuant to this Contract, does not amount to waiver of its right to do it. Any waiver of GIIDJAA's rights must be agreed in writing by GIIDJAA.

12. SEVERANCE

- 12.1. If a clause or part of a clause can be read in a way that makes it unlawful, unenforceable or invalid, but can also be read in a way that





makes it lawful, enforceable and valid; it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from the Contract, but the rest of this document is not affected.

13. ASSIGNMENT

- 13.1. Neither party may assign any right under this document without the other party's written consent.

14. APPLICABLE LAW

- 14.1. This document is governed by and must be interpreted in accordance with the laws of the State or Territory of the Commonwealth in which the goods are supplied. The Customer unconditionally submits to the non-exclusive jurisdiction of that applicable court.

15. GRADES OF MATERIALS

- 15.1. GIIDJAA ENERGY will use all reasonable efforts to:
- 15.1.1. Supply goods having a material grade consistent with any material grade specified in the Order Acknowledgement.
- 15.1.2. Supply material grades in accordance with nominated Australian and International standards and specifications if the goods are described as complying with those standards or specifications in GIIDJAA ENERGY Quotations, Order Acknowledgements, Product Catalogue, data sheets, internet sites or price lists.
- 15.2. Where GIIDJAA ENERGY supplies goods which are not manufactured by it, the goods are subject to the chemical, mechanical and physical properties of the original manufacturer. GIIDJAA ENERGY does not offer any warranty over such goods, except to the extent that they are subject to the warranty of the original manufacturer.
- 15.3. If the Customer disputes GIIDJAA's assessment of the grade of material, GIIDJAA ENERGY is not liable for any discrepancy unless the Customer complies with clause 4.

16. MEASURES AND SHORTAGES

- 16.1. Any statements by GIIDJAA ENERGY about the weight, length, quantity or other characteristics of goods is approximate and GIIDJAA ENERGY may, in compliance with the Contract, supply such goods on a nominal, calculated basis, GIIDJAA ENERGY will perform any calculation of weight, length, quantity or other characteristics in accordance with, and within nominated tolerances specified in any applicable Australian and International standard and specification.
- 16.2. If the Customer disputes GIIDJAA's assessment of the weight, length, quantity or other characteristics of the goods or shortages of goods, GIIDJAA ENERGY is not liable for any discrepancy unless the Customer complies with clause 4.

17. TRADE COMPLIANCE

- 17.1. The Customer represents and covenants (on an on-going basis) that neither it, nor any of its subsidiaries (nor, to the Customer's knowledge, any of its directors, officers or any of its subsidiaries) is a person that is, or is owned or controlled by a person that is, the expressly targeted by any economic or financial sanctions or trade embargoes implemented, administered or enforced by the United Nations Security Council, the European Union, any Member State of the European Union, the United Kingdom or the United States of America (collectively, "Sanctions"), or located, organized or resident in a country or territory that is, or whose government is, targeted by country-wide or territory-wide Sanctions (being, currently, Cuba, Iran, North Korea, Syria and Crimea). The Customer undertakes: (i) to comply with all Sanctions and export controls that are applicable to the Customer and its business; (ii) not to sell, supply or transfer any goods supplied by us under this Agreement to any third party recipient, or to engage in any other activity, that would result in a violation of applicable Sanctions or export controls by any person; (iii) to inform us without delay in the event that you become aware of any event or matter that would or that might result in a violation of applicable Sanctions or export controls by you or by us; and (iv) to indemnify and hold us harmless from and against any loss, liability, claim, proceeding, action, fine, cost and damages of whatever nature that GIIDJAA ENERGY or entities under the control of GIIDJAA ENERGY may incur or sustain by reason of you being in breach of the representations, covenants and undertakings given hereunder.
- 17.2. Notwithstanding anything to the contrary in this Agreement, GIIDJAA ENERGY have the right to terminate this and any related agreements with immediate effect and without any liability towards the Customer in the event that GIIDJAA ENERGY (acting reasonably) consider the same or any part thereof or the Customers actions would or might result in a violation of applicable Sanctions or export controls by any person.

18. MODERN SLAVERY

- 18.1. The Customer undertakes to GIIDJAA ENERGY that as at the date of acceptance of this Contract and throughout the Term of this Contract:
- 18.1.1. The Customer will ensure that any of its officers and employees, related entities, subcontractors, suppliers, contractors or other persons relevant to this Agreement ("Personnel") comply with the Anti-Slavery Laws;
- 18.1.2. The Customer will comply, and ensure that its Personnel comply with all of statutory obligations in relation to Anti-Slavery Laws;
- 18.1.3. The Customer and any its Personnel:
- i. have not been convicted of any offence involving Modern Slavery; or
- ii. have not been the subject of any formal complaint, investigation, inquiry or enforcement proceedings by any person or regulatory body in connection with Modern Slavery or Anti-Slavery Laws.
- 18.1.4. The Customer must notify us as soon as it becomes aware of any actual or suspected breach of the Anti-Slavery Laws or Modern Slavery by the Customer or any of its Personnel.
- 18.1.5. The Customer must give us all information requested by us to report on, or comply with, any Anti-Slavery Laws in force from time to time, promptly after a request from us to do so.





19. NO EXPORT TO RUSSIA

- 19.1. Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.
- 19.2. Customer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by resellers.
- 19.3. Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by resellers, that would frustrate the purpose of paragraph (1).
- 19.4. Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and GIIDJAA ENERGY shall be entitled to seek appropriate remedies, including, but not limited to termination of this Agreement.
- 19.5. Customer shall immediately inform Epiroc about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties of which Customer becomes aware that is likely to frustrate the purpose of paragraph (1). Customer shall make available to GIIDJAA ENERGY information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.
- 19.6. Customer indemnifies GIIDJAA ENERGY from and against any loss, liability, claim, proceeding, action, fine, cost and damages whatever nature that GIIDJAA ENERGY or entities under the control of GIIDJAA ENERGY may incur or sustain by reason of Customer being in breach of the provisions of this clause [1].

20. DEFINITIONS

- 20.1. **"Anti-Slavery" means** Division 270 and 271 of the Criminal Code Act 1995 (Cth); the Modern Slavery Act 2018 (Cth); and all other applicable laws, statutes, regulations, codes or other instruments relating to Modern Slavery in force from time to time relating to this Agreement.
- 20.2. **"Contract" means** the Contract formed between GIIDJAA ENERGY and the Customer by Purchase Order accepted in accordance with clause 1.1.
- 20.3. **"Consequential Loss" means** loss of revenue, loss of profit, loss of product or production, business interruption, loss of business opportunity, loss of savings, failure to realise expected profits, loss of goodwill, downtime, and other like risks in each case whether direct or indirect and whether or not foreseeable at the date of execution of this Agreement or any time.
- 20.4. **"Customer" means** the person or entity placing the order with GIIDJAA.
- 20.5. **"Goods and Services Tax" means** tax payable on taxable supplies under A New Tax System (Goods and Services Tax) Act 1999.
- 20.6. **"GIIDJAA" for the purposes of this agreement means** GIIDJAA ENERGY Pty Ltd ABN 22 680 618 160.
- 20.7. **"Modern Slavery" means** any exploitation of a worker, human trafficking, slavery, slavery-like behaviour, servitude, forced labour, child labour, debt bondage or deceptive recruiting for labour or services or similar behaviour, and as referenced in Anti-Slavery Laws.

The authorised person acknowledges by signing below that he/she/they has/have read and understood the terms and conditions of sale herewith and, prior to its execution, have had the opportunity to obtain legal and/or financial advice:

Name of Company	
ABN	
Address of Company	
Signature of authorized person	
Office held	
Date signed	

Signed in the presence of:

Signature of witness	
Name of witness (print)	
Address of witness (print)	
Date signed	





GUARANTEE AND INDEMNITY

21. GUARANTEE

- 21.1. The Guarantor absolutely guarantees to GIIDJAA ENERGY the due payment by the Customer of the Secured Moneys.

22. INDEMNITY

- 22.1. The Guarantor absolutely indemnifies GIIDJAA ENERGY against all losses, damages, cost and expenses which GIIDJAA ENERGY may incur as a consequence directly or indirectly of any failure by the Customer to pay any of the secured Monies.

23. PAYMENT

- 23.1. On any default by the Customer to pay any of the Secured Moneys, the Guarantor shall forthwith on demand by GIIDJAA ENERGY pay such secured moneys to GIIDJAA ENERGY without the necessity of any prior demand having been made on the Customer or any other steps being taken against the Customer or its assets to enforce payment.

24. CHARGE

- 24.1. The Guarantor agrees that if requested by GIIDJAA, the Guarantor will:
- 24.1.1. Charge in favour of GIIDJAA ENERGY all beneficial interest (freehold or leasehold) in real estate held now or in the future by it as security for payment of all and any monies payable by the Guarantor under this Guarantee.
 - 24.1.2. Execute a registrable mortgage or other instrument of security (including consent to caveat to be lodged by GIIDJAA) in registrable form or as otherwise directed by GIIDJAA.
- 24.2. In the event that a mortgage or other instruments of security (including a consent to a caveat to be lodged by GIIDJAA) is not signed and returned by the Guarantor to GIIDJAA ENERGY within 7 ordinary days of GIIDJAA's request under clause 23.1.2, then by way of security, the Guarantor irrevocably appoints GIIDJAA, its officers and its solicitors jointly and severally as the Guarantor's attorney to sign the mortgage or other instrument of security (including a consent to a caveat to be lodged by GIIDJAA) as attorney of the Guarantor and the Guarantor/s forever hold harmless GIIDJAA ENERGY for its actions under this clause.

25. LIABILITY UNAFFECTED

- 25.1. It is agreed by the Customer that the liability of the Guarantor under this Guarantee is not limited in any way whatsoever by:
- 25.1.1. The granting of time or any other indulgence to the customer;
 - 25.1.2. The release, waiver or variation of any of GIIDJAA ENERGY's rights against the Customer or any neglect or omission to enforce such substitute for;
 - 25.1.3. Any other matters which under laws relating to sureties would or might but for this provision release the Guarantor in whole or in part from the obligations under this Guarantee;
 - 25.1.4. The release of any one or more Guarantors by GIIDJAA ENERGY.
 - 25.1.5. Amendment to the Terms and Conditions is the absolute discretion of GIIDJAA ENERGY.
- The Guarantor acknowledges that he/she/it has read and understood this Guarantee and, prior to its execution, have had the opportunity to obtain independent legal and/or financial advice.
- 25.1.6. The Customer's obligations for payment becoming illegal, void, voidable or unenforceable in whole or in part.
 - 25.1.7. Payment by the Customer to GIIDJAA ENERGY to the extent that payment might be void or voidable for any reason (including under the Bankruptcy Act 1966 or the Corporations ACT 2001).
 - 25.1.8. Failure to give notice of any matter to the Guarantor (including notice of default by the Customer).
 - 25.1.9. The Guarantor ceasing to be an officer of the Customer.
 - 25.1.10. The termination of any agreement between GIIDJAA ENERGY and the Customer.
 - 25.1.11. The withdrawal of or any variation to the credit provided by GIIDJAA ENERGY to the Customer.

26. WAIVER OF RIGHTS

- 26.1. The Guarantor waives any rights as surety or indemnifier (legal, equitable, statutory or otherwise) which may at any time be inconsistent with any provisions of the Guarantee.

27. CONTINUING OBLIGATION

- 27.1. The Guarantee is a continuing security and remains in force until Secured Monies have been paid in full.

28. COSTS

- 28.1. The Guarantor must pay GIIDJAA ENERGY all costs and expenses incurred by GIIDJAA ENERGY in connection with the Guarantee, including legal costs (on a solicitor- client basis), stamp duty and costs incurred in the recovery of monies owing by the Customer to GIIDJAA ENERGY or in otherwise enforcing GIIDJAA's rights against the Customer under the Terms and Conditions or the Guarantor under the Guarantee.

29. SEVERANCE





- 29.1. If a provision of the Guarantee would but for this clause be unenforceable the provision cannot be read down to that extent necessary to avoid that result.
- 29.2. If the provision cannot be read down to that extent it must be severed without altering the validity and enforceability of the remainder of this Guarantee and Contract.

30. APPLICABLE LAW

- 30.1. This document is governed by the law of the State or Territory applicable to the relevant Terms and Conditions and the courts of that State or Territory have non-exclusive jurisdiction in connection with this document.

31. GIIDJAA ENERGY MAY ASSIGN

- 31.1. Without notice to the Guarantor or the Customer, GIIDJAA ENERGY may assign to any persons:
- 31.1.1. The whole or any part of a debt comprised in the secured money and/or
- 31.1.2. The Guarantee including the benefit of any indemnity in this Guarantee.

32. FINAL DISCHARGE

- 32.1. A payment made to GIIDJAA ENERGY may be void or voidable for any reason under the Bankruptcy Act 1966 or Corporations Act 2001 or any other relevant legislation or regulation.
- 32.2. If in GIIDJAA's view, based on the information provided by the Customer, the Customer is unable to pay GIIDJAA ENERGY for the work the Customer has requested to be carried out, the Customer is unable to pay in accordance with the terms and conditions of GIIDJAA, then GIIDJAA ENERGY is entitled to treat the Guarantee given by the Guarantor as a continuing Guarantee notwithstanding the terms and conditions.

33. NOTICE

- 33.1. Any notice required to be given to the Customer/Guarantor under this document can be delivered or posted by ordinary post to the Customer/Guarantor's address disclosed in this Guarantee.
- 33.2. The notice is deemed to have been given or made when it is left at the relevant address (if it is delivered) or 2 business days after it is posted (if it is sent by post).
- 33.3. The notice is deemed to be given or made even if GIIDJAA ENERGY becomes aware that the notice has not been received by the Customer/Guarantor.

34. DEFINITIONS

- 34.1. "GIIDJAA ENERGY" means the related bodies corporate (within the meaning of the Corporations Act 2001) of GIIDJAA ENERGY Pty Ltd ABN 22 680 618 160.
- 34.2. "Secured Monies" means any amounts payable in accordance with clause 2 of these Standard Terms and Conditions of Sale.

The Guarantor acknowledges by signing below that he/she/it has read and understood the guarantee and indemnity conditions herewith and, prior to its execution, have had the opportunity to obtain legal and/or financial advice;

Signature of Guarantor	
Name of Guarantor (print)	
Address of Guarantor (print)	
Date signed	

Signed in the presence of:

Signature of witness	
Name of witness (print)	
Address of witness (print)	
Date signed	