

# Terms & Conditions of Supply of Equipment & Services

These terms apply where Diverseco supplies Goods and/or Services to a Customer and is to be read in conjunction with the Proposal.

## DEFINITIONS

1. In this Agreement:
  - a) **'Agreement'** means the contract for the supply of Goods and/or Services between Diverseco and the Customer, comprising these Terms and the Proposal to the exclusion of all other terms and conditions.
  - b) **'Business Day'** means Mondays to Fridays, but excluding a public holiday, in the State in which the Site is located;
  - c) **'Confidential Information'** means the terms of this Agreement and any information in relation to either Diverseco or the Customer's business, operations, finances, plans or customers which is disclosed to the other party in the performance of this Agreement but does not include information that is or becomes public knowledge (other than by breach of this Agreement) or is in the possession of the other party without restriction on its disclosure;
  - d) **'Consequential Loss'** means any loss, damage or costs incurred by a party that is indirect or consequential, as well as loss of revenue, loss of income, loss of production; loss of or damage to goodwill; loss of use; loss of interest; loss arising from claims by third parties; loss of or damage to credit rating; loss of anticipated savings and/or loss or denial of opportunity;
  - e) **'Consumer Guarantee'** means any right or statutory guarantee under Division 1 of Part 3-2 of the Consumer Law which cannot lawfully be excluded;
  - f) **'Consumer Law'** means Schedule 2 of the Competition and Consumer Act 2010 (Cth) and the corresponding provisions of the relevant State and Territory fair trading legislation;
  - g) **'Cost'** means fees and charges payable for the Goods and/or Services to be provided by Diverseco to the Customer, as specified in the Proposal;
  - h) **'Customer'** means a person or entity that acquires Goods and/or Services from Diverseco, and whose details are set out in the Proposal and includes the Customer's permitted assign and successors;
  - i) **'Diverseco'** means Diverseco Pty Ltd and the supplier of the Goods and/or Services under this Agreement;
  - j) **'Force Majeure'** means an event or circumstances beyond the reasonable control of the party affected which prevents that party from complying or performing its obligations under the Agreement; and may include any act of God, riot, act of terrorism, war, invasion, civil war, earthquake, flood, fire, explosion or other natural physical disaster (but excludes any less severe weather conditions); industrial action; pandemic or compliance with any direction of a government authority. It does not include any event, condition or circumstances however arising that impacts a party's obligation or capacity to make a payment that is due and owing under this Agreement;
  - k) **'Goods'** means any equipment or goods supplied by Diverseco to the Customer, including spare and/or replacement parts;
  - l) **'GST'** has the meaning defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);
  - m) **'Intellectual Property Rights'** means all rights in relation to patents, copyright (including moral rights), design, registered and unregistered trademarks, trade secrets, know-how, confidential information and all other intellectual property and any other right to register those rights whether created before or after the date of the Agreement and in all cases for the duration of those rights and any renewal;

- n) **'Loss'** means any loss, liability, damages, costs, interest, charges, fines, penalties or expenses (including lawyers' fees and expenses on a full indemnity basis), whether direct, indirect, special, consequential or otherwise;
- o) **'PPSA'** means the Personal Property Securities Act 2009 (Cth);
- p) **'Proposal'** means:
  - i. Any commercial proposal, quotation, agreement, service booking confirmation, job card issued by Diverseco, or any request by a Customer to Diverseco for the supply of the Goods and/or Services;
  - ii. Any application for commercial credit facilities submitted by the Customer and that is approved by Diverseco.
- q) **'Services'** means the services described in the Proposal to be delivered by Diverseco, and includes the performance of all reasonably incidental and other services, and the provision of all materials and equipment, necessary to allow or assist the performance of the Services;
- r) **'Site'** means the address nominated by the Customer in respect of which the Goods or Services are to be supplied;
- s) **'Terms'** means these standard Terms and Conditions of Supply of Equipment & Services.

## TERMS BINDING

2. Diverseco and the Customer agree that for:
  - a) The supply of any Goods – Parts 1 and 3 of these Terms will apply; and
  - b) The supply of any Service – Parts 2 and 3 of these Terms will apply.
3. This Agreement will remain in force for:
  - a) Any term specified in the Proposal; or
  - b) So long as Diverseco continues to supply Goods and/or Services to the Customer.

## PART 1 – SUPPLY OF GOODS

### Quotation

4. Proposals for the supply of Goods is valid and open for acceptance for thirty (30) days, unless otherwise stated by Diverseco. Diverseco may, by written notice, withdraw a quotation at any time.

### Ordering Goods

5. Any order for Goods placed by the Customer must be accompanied by a written purchaser order.
6. Diverseco is deemed to accept a purchase order unless it provides notice rejecting the order within three (3) Business Days of receipt.
7. A Customer order can only be varied or cancelled with Diverseco's prior written consent. If Diverseco agrees to cancel the Customer's order, the Customer agrees to pay Diverseco at the date of cancellation:
  - a) A minimum cancellation charge of 20% of the net price of the Good;
  - b) A restocking fee where applicable;
  - c) Any other Loss incurred by Diverseco as a result of the cancellation.

## Cost of Goods

8. The Customer must pay the Cost for the Goods in the amount and manner specified in the Proposal.
9. Where the Proposal specifies that the Cost for the Goods is to be paid by instalments, the Customer must pay the instalment on receipt of a valid tax invoice from Diverseco.
10. Diverseco reserves the right adjust and vary the Cost for the Goods where:
  - a) Stock items: Goods will be delivered in excess of the thirty (30) days of the quoted delivery date. In this instance Diverseco may adjust to price to reflect its prevailing, current price list as at the date delivery; or
  - b) Non-Stock items: if between the commencement of any procurement or manufacturing activity and the delivery date, the costs of the Goods change through no fault of Diverseco; or
  - c) Variations: there is a change of scope which has been agreed in writing by the parties; the Customer agrees to pay the amended Cost.
11. In addition to the Cost for the Goods, the Customer will pay any applicable freight and/or delivery fee, marine and war risk insurance, taxes (including GST), duties and/or primage, if applicable (whether specified in the Proposal or otherwise).
12. The quoted Cost may be based on rates of currency exchange at the time of the Proposal (whether specified in the Proposal or otherwise). Diverseco reserves the right to adjust the Cost in line with movement in rates of currency exchange to the Westpac selling rate applying on the date of invoicing the Customer, where delivery delays are requested or imposed by the Customer. The Customer will pay the adjusted Cost.

## Delivery

13. Any date nominated for the delivery of Goods or any freight or delivery fee quoted are estimates only. The Customer agrees to pay the actual freight or delivery cost which are advised by Diverseco at the time of shipping and/or transport.
14. Diverseco will provide notice to the Customer of any anticipated or actual delay and use commercially reasonable efforts to mitigate the delay.
15. Diverseco will not be liable to the Customer for any Loss resulting from a delay in delivery of the Goods.
16. The Customer must accept and take delivery of the Goods on a date notified by the Diverseco. The Customer will indemnify Diverseco against Loss arising from its unwillingness or inability to accept delivery of the Goods. Furthermore, Diverseco may charge the Customer storage fees and further charges to effect re-delivery. These fees are a debt due on demand.

## Title and Risk

17. Risk in the Goods passes to the Customer on delivery to the Site including risk of loss and damage.
18. Title in the Goods will pass on full payment of the Costs owing for the Goods.
19. Until paid in full, the Customer will not part with possession of the Goods (or any part thereof) or otherwise sell, assign, mortgage, pledge or grant or register a security interest over, lend or otherwise deal with the Goods.

## Descriptions, Errors and Omissions

20. No warranty or guarantee is given by the Diverseco whatsoever regarding the quality, condition, specifications, merchantability, or fitness for purpose of the Goods, except as required under the Consumer Law.
21. If any error or omission is unintentional and caused by genuine misunderstanding or oversight, the parties will work in good faith and act reasonably to correct and resolve the position to what it would have been had the error or omission not occurred. The party first discovering such error or omission, will notify the other party in writing promptly upon discovery.

## Defective Goods on Delivery

22. The Customer must inspect the Goods for defects and/or damage as soon as practicable after Delivery.
23. The Goods will be deemed to have been delivered in good condition unless the Customer gives Diverseco notice of the damage or defect within ten (10) Business Days after delivery.

## Warranty and Claims

24. If specified in the Proposal, Diverseco warrants that, subject to clause 25, the Goods are free from defects due solely to faulty workmanship or materials for mechanical, electrical parts and software for the period specified in the Proposal. Where no period is specified, the warranty period is 12 months from delivery.
25. The warranty in clause 24 will not apply to Goods or any component(s) which have:
  - a) Been used, maintained and/or stored contrary to the manufacturer's instructions and/or Diverseco's instructions;
  - b) Been the subject of a repair or modification made, or attempted to be made, that was not authorised by Diverseco;
  - c) Been incorrectly installed (where installation is not carried out by Diverseco) or used with incompatible products, parts or components;
  - d) Been operated under abnormal conditions, including use at above rated capacity, exposure to excessive heat or cold, highly corrosive environment or in any other unintended manner;
  - e) Been the subject of incorrect application, misuse, abuse, negligent handling, or accident,
  - f) Been damaged by fire, flood, water or other liquid damage; or abnormal electrical conditions and/or power surge;
  - g) Been damaged in shipment or without fault by Diverseco;
  - h) Been damaged due to the Customer's failure to regularly service, maintain or repair the Goods by a technician approved by Diverseco;
  - i) Had serial numbers altered, defaced or removed.

For the avoidance of doubt, any request by the Customer to provide services to rectify a defect or damage arising from a circumstance described in this clause 25, will be at the Customer's additional cost.

26. Unless otherwise agreed by Diverseco, a Customer making a warranty claim under clause 24 will, at its cost, return the Goods to Diverseco for inspection and rectification works (if any) as well as pay for return shipping/freight. The Customer will obtain Diverseco's confirmation to return the Goods before sending it. Further, if required, the Customer will pay for all travel and other services performed on or in relation to the Goods, excluding the direct and actual costs of repair or replacing the Goods.

# Terms & Conditions of Supply of Equipment & Services

27. Within the warranty period, Diverseco retains the option to either repair, replace or give the Customer a credit and have the right to require the Customer to deliver the Goods to Diverseco. Any returned or replaced parts or components will become the property of Diverseco.
28. Diverseco is not obligated to pay for labour, material or service charges involved in the return and/or re-installation of the Goods at the Customer's Site following an accepted warranty claim.

## PART 2 – SERVICES

### Ordering Service

29. The Customer may place a request for Services to be performed in writing using a purchase order. Diverseco is deemed to accept a purchase order unless it provides notice rejecting the order within three (3) Business Days of receipt.
30. If the Customer makes a verbal request for Services, Diverseco may confirm that request by issuing a written service booking confirmation. The Customer is deemed to accept the booking confirmation unless it rejects the confirmation in writing within three (3) Business Days of receipt.

### Supply of Services

31. Diverseco may provide the Services:
- as outlined in the Proposal having regard to any agreed list of equipment and/or scope of works; or
  - in response to the Customer's ad hoc request, on a 'do and charge' basis.
32. Diverseco will use its reasonable efforts to provide the Services with due care and skill, using suitably qualified personnel and resources and in accordance with best industry practices. Where applicable, the services will comply with the requirements of the National Measurement Act 1960.

### Cost of Services

33. The Customer must pay the Cost for the Service in the manner specified in the Proposal, or as invoiced by Diverseco where Services are provided on a 'do and charge' basis (as the case may be), which may include:
- A quoted price for an agreed scope of works;
  - A quoted and fixed cost per service visit;
  - Costs commensurate with time, attendance and materials supplied for any 'do and charge' basis charge at Diverseco's standard rates and in accordance with these Terms;
  - Additional fees for additional labour, engineering technicians, overtime, and (higher) after-hours labour rates;
  - Lost time and/or waiting time incurred by Diverseco's personnel as a result of factors beyond its reasonable control or whilst waiting for the Customer to fulfil its responsibilities (to be charged at hourly labour rate);
  - The cost of spare or replacement parts and/or components; and/or
  - A minimum 4 hourly charge for any after-hours call out visit.
34. Unless otherwise agreed by Diverseco, Services will be provided between 7:30am and 4:00pm on any Business Day.
35. Services that are booked and cancelled within 2 Business Days of the scheduled service visit will incur a cancellation fee. Cancellation of booked service visit after Diverseco's service technician has arrived at the Site will incur a cancellation fee based on hourly labour rate (for time thrown away).

36. Diverseco may annually review and vary any fees and charges of any Services on written notice to the Customer.
37. Diverseco reserves the right adjust and vary the Cost for the Service where there is a change of scope which has been agreed in writing by the parties.

### Defective Services

38. The Services will be deemed to have been delivered in to the Customer's satisfaction unless the Customer gives Diverseco notice of the defect within ten (10) Business Days after the Services were provided.

### Customer Sites

39. The Customer will ensure that Diverseco's personnel are given such access to the Site as is necessary for the Services to be properly performed. Insufficient Site access may affect the manner and extent to which the Services may be provided. The Customer will indemnify Diverseco against Loss arising from the Customer's failure to provide access to the Site (whether whole or in part) to enable the Services to be provided.
40. The Customer must notify Diverseco of any requirements for accessing the Site, and Diverseco will ensure that its personnel comply with those requirements, including any work, health and safety requirements. The Customer must also notify Diverseco of any changes in requirements.
41. The Customer will provide reasonable onsite assistance to locate and provide the services in an efficient and safe manner. The Customer will follow advice and recommendations from Diverseco.
42. Where Diverseco is required to access a Site (or part thereof) using motor vehicles operated or supplied by the Customer, the Customer will be liable for and will indemnify Diverseco against Loss arising out of the use of the Customer's vehicles by the Diverseco's personnel.

## PART 3 – GENERAL PROVISIONS

43. This Part 3 will apply to ALL Customers of Diverseco whether in connection with the provision of Goods and/or Services.

### Commercial Credit Facility

44. Approved credit Customers may have a credit limit as notified in writing by Diverseco.
45. From time to time, Diverseco may request financial information about the Customer and/or its officers to assess its initial and ongoing credit worthiness. Diverseco may seek personal guarantees in connection with the credit facility.
46. The Customer must not exceed the credit limit. Any amount that exceeds the credit limit or is overdue is immediately payable as a debt due and owing on demand by Diverseco and Diverseco may suspend the provision of Goods and/or Services until such time as the Customer's account is within its credit limit or an overdue amount is paid.
47. The Customer warrants that it does not intend to use the Goods and/or Services predominantly for personal, domestic or household purposes.

### Payment for Goods and Services - General

48. Any amount owing by the Customer for the provision of Goods and/or Services must be paid by the Customer in full without set-off, deduction or counter-claim.

49. All tax invoices issued by Diverseco are due and payable by the date specified on the tax invoice or Proposal, or where no date is specified, within thirty (30) days of the date of invoice.
50. Time is of the essence for the performance of the Customer's obligations.

### Non-Payment

51. If payment for Goods and/or Services are not made in accordance with this Agreement, Diverseco may issue a default notice in relation to any amount due and payable, giving the Customer not less five (5) Business Days to remedy the non-payment.
52. If non-payment is not remedied within the period stipulated in the notice issued under clause 51, the Customer acknowledges and agrees that Diverseco may, without prejudice to any other rights or remedies it may have:
- Suspend the provision or delivery of Goods or Services to the Customer until payment is made;
  - Exercise its rights to terminate under this Agreement; and/or
  - Enter a Site without notice to retrieve and/or recover any Goods that have not been paid in full without committing a trespass. Diverseco will have no obligation to make good any reasonable damage caused by the recovery or removal of the Goods and will not be liable to the Customer for any Loss suffered by the Customer as a result of the removal.
53. In the event of non-payment, the Customer will pay all collection expenses, legal costs and any other reasonable expenses incurred by Diverseco in connection with the non-payment and recovery of any due debt.

### Default Interest

54. Without prejudice to any other rights or remedies of Diverseco, if the Customer fails to make any payment by its due date (whether in full or in part) then:
- the Customer must pay to Diverseco interest on the unpaid amount at 10% per annum; and
  - such interest will accrue from the due date for payment, calculated daily and capitalised monthly, and must be paid by the Customer on demand by Diverseco.

### Insurance

55. The Customer must, at its own cost, obtain and maintain at all material times, a general third-party liability (public risk) insurance policy against any liability arising out of or in connection with the Site. The insurance policy will have a minimum cover of \$20 million for any one occurrence.

### Force Majeure

56. Diverseco will not be liable for any delay or failure to perform its obligations under this Agreement if the delay or failure is due to a Force Majeure. In the case of a Force Majeure, Diverseco will provide notice to the Customer and performance of its obligation will be suspended for so long as such event or condition subsists.
57. Diverseco will make reasonable efforts to mitigate the consequences of the Force Majeure and will resume the performance of its obligations immediately on the cessation of the Force Majeure.
58. Diverseco will not be liable to the Customer for any Loss arising from or in connection with a Force Majeure event, including Loss sustained as result of delays in provision of Goods and/or Services.

### Exclusion and Limitation of Liability

59. The limitations of liability set out in this Agreement are subject to the Consumer Guarantees conferred by the Consumer Law, to the extent that those Consumer Guarantees cannot be excluded or limited.
60. Subject to clause 59, Diverseco's liability for any Loss suffered or incurred by the Customer, howsoever caused, which arises out of or in connection with the supply of the Services or Goods:
- In the case of Goods, is limited to the repair, replacement or a credit for the Cost paid by the Customer for the Goods (at Diverseco's election);
  - In the case of the Services, is limited to the re-supply of the Services or a credit for the Cost paid by the Customer for the Services (at Diverseco's election).
61. Subject to clause 59:
- Diverseco excludes any liability for Consequential Loss, however arising;
  - Subject to clause 24, all other conditions, warranties and implied terms, whether statutory or otherwise, are excluded in relation to the Goods and/or Services;
  - Diverseco is not liable to the Customer for any Loss which the Customer suffers, incurs or is liable for in connection with the supply of Goods and/or Services under this Agreement, except in accordance with clauses 59 to 61 herein.
62. The Customer releases Diverseco, its related bodies corporate, employees, agents and contractors against any Loss resulting from the supply of Good and/or Services (as applicable), other than as a result of its negligence or breach of these Terms.
63. The Customer will indemnify Diverseco, its related bodies corporate, employees, agents and contractors against any Loss resulting from:
- A breach of this Agreement by the Customer, its employees, agents or contractors, including the Loss incurred by Diverseco under clause 52;
  - Any negligent or wilful act or omission by the Customer, its employees, agents or contractors;
  - Any action or trespass resulting from Diverseco entering a Site in accordance with clause 52.c).

### Termination

64. Diverseco may terminate this Agreement by written notice to the Customer if:
- The Customer commits a material breach of the Agreement and fails to remedy the breach within:
    - Five (5) Business Days of receiving a notice of breach in connection with a failure to make a due payment;
    - Twenty (20) Business Days of receiving a notice of breach in connection with any other obligation under this Agreement;
  - The Customer has a receiver, external administrator or liquidator appointed in respect of its business or any of its assets, or is compulsorily or voluntarily wound up or becomes bankrupt;
  - In the reasonable opinion of Diverseco, ownership or control of the Customer changes and substantially increases the Customer's credit risk;

65. On termination of this Agreement, the Customer must pay, within five (5) Business Days thereafter, all amounts it owes to Diverseco in connection with the supply of Goods and/or Services under this Agreement, whether due at that time or not.

### Dispute Resolution

66. A party must not start arbitration or court proceedings in respect of a dispute arising out of this Agreement ("Dispute") unless it has complied with this clause.

67. A party claiming that a Dispute has arisen must notify the other party in writing within 30 days of becoming aware of the matter the subject of the Dispute.

68. Within 7 days after a notice is given under clause 66, each party must nominate in writing a representative authorised to settle the Dispute on its behalf. Each representative will use their best efforts to arrive at an amicable solution as soon as possible.

69. If the respective representatives of each party are unable to resolve the Dispute within 10 days (or such other period as agreed between the parties) after the notice is given, they must refer the dispute to the Chief Executive Officer of each party for resolution.

70. If the Chief Executive Officers cannot resolve the Dispute within 10 days after referral under clause 69, the parties must endeavour in good faith during the following 10 days:

- a) to resolve the Dispute; or
- b) to agree on:
  - i. a process to resolve all or at least part of the Dispute without arbitration or court proceedings (e.g., mediation, conciliation, executive appraisal or independent expert determination),
  - ii. the selection and payment of any third party to be engaged by the parties and the involvement of any dispute resolution organisation,
  - iii. any procedural rules,
  - iv. the timetable, including any exchange of relevant information and documents, and
  - v. the place where meetings will be held.

71. The role of any third party will be to assist in negotiating a resolution of the Dispute. A third party may not make a decision that is binding on a party unless that party's representative has so agreed in writing.

72. Any information or documents disclosed by a representative under this clause:

- a) must be kept confidential; and
- b) may not be used except to attempt to settle the Dispute.

73. Each party must bear its own costs of resolving a Dispute under this clause and, unless the parties agree otherwise in accordance with clause 70.b)ii parties must bear equally the costs of any third party engaged.

74. After the second 10-day period referred to in clause 69 (or longer period as agreed between the parties), a party that has complied with clauses 66 to 80 may terminate the dispute resolution process by giving notice to the other party.

### Confidentiality

75. Each party may only use Confidential Information belonging to the other party as strictly necessary for the purposes of fulfilling its obligation under this Agreement but must not disclose Confidential Information to a third party without the prior written consent of the disclosing party.

76. A party in receipt of Confidential Information may disclose it without prior written consent of the disclosing party where disclosure is required by law or made to its legal advisors, accountants, auditors and insurers for legitimate business purposes.

77. If the disclosing party requests that the receiving party return or destroy Confidential Information in its possession, the receiving party must comply with that request but will be entitled to retain one copy of such information to enable it to comply with its record keeping obligations imposed by law.

### Intellectual Property

78. Nothing in this Agreement is to be construed as effecting a transfer of any Intellectual Property rights from the Diverseco to the Customer.

### GST

79. If GST is imposed on any supply made under this Agreement, the Customer must pay to Diverseco an amount equal to the GST payable on or for the taxable supply, subject to receiving a valid tax invoice in respect of the supply. Payment of the amount must be made at the same time as payment for the taxable supply is required to be made under this Agreement.

### Personal Properties Security Act

80. The Customer agrees that this Agreement creates a security interest in favour of Diverseco over any personal property, and Diverseco may apply for any registration, or give any notification, in connection with that security interest and the Customer must promptly, do anything (including signing or producing documents, getting documents completed or signed, obtaining consents and supplying information) to:

- a) Provide more effective security over the relevant personal property;
- b) Ensure that the security interest is at all times, enforceable, perfected and/or effective; and ranks as a first priority security interest;
- c) Enable Diverseco to prepare and register a financing statement or a financing change statement or give any notification in connection with the security interest.
- d) Enable Diverseco to exercise any of its rights or perform any of its obligations in connection with such security interest or under the PPSA.

81. If Chapter 4 of the PPSA would otherwise apply to the enforcement of the security interest created under this Agreement, the Customer agrees to the extent that it is permitted by law, the following provisions will not apply:

- a) Section 95 (notice of removal of accession), to the extent that it requires Diverseco to give notice to the Customer;
- b) Section 121(4) (enforcement of liquid assets – notice to grantor);
- c) Section 125 (obligation to dispose or retain collateral);
- d) Section 130 (notice of disposal), to the extent that it requires Diverseco to give such notice,

e) Section 132(3)(d) (content of statement of account after disposal);

f) Section 132(4) (statement of account if no disposal);

g) Section 142 (redemption of collateral);

h) Section 143 (reinstatement of security agreement).

82. Diverseco does not need to give the Customer any notice required under the PPSA (including a verification statement under section 157 of the PPSA) unless the requirement cannot be excluded.

### Subcontracting

83. Diverseco may subcontract performance of its obligations under this Agreement or any part of it without notice at any time.

### Assignment

84. Diverseco may assign this Agreement on notice to the Customer. The Customer may only assign this Agreement or any part of it with Diverseco's prior written consent.

### Compliance with Laws

85. The Customer will at its own cost comply with all Acts, Regulations, policies, by-laws relating to the operation of the Goods and will obtain such licences, permits and/or approvals which may be necessary for its installation and/or operation.

### Notices

86. Any notice required to be given by a party under this Agreement may be sent to the postal or email address of the party.

87. A notice shall be deemed to be given 5 Business Days after it was dispatched by post or immediately by email unless the sender receives a return email notification advising that the email was not delivered for any reason.

88. A notice received after 5pm (the recipient's time) is taken to have been received on the next Business Day.

### General

89. Diverseco may add to or vary these Terms on notice to the Customer.

90. If at any time the Customer owes Diverseco any money, then without limiting any other rights or remedies that Diverseco may have, Diverseco may off-set the amount owed to it against any amount Diverseco owes to the Customer.

91. A waiver under this Agreement cannot be waived except in writing by a party.

92. The parties are independent contracting parties and nothing in this Agreement makes either party the agent or legal representative of the other; nor grants either party any authority to assume or create an obligation on behalf of the other.

93. This Agreement will be governed and construed according to the laws of the jurisdiction specified in the Proposal. Where no jurisdiction is specified in the Proposal, this Agreement will be construed in accordance with the laws of Western Australia and the parties will submit to the jurisdiction of the Courts of Western Australia.

<b>Sales Quote Number:</b>	
<b>Diverseco Representative:</b>	
<b>Signature:</b>	
<b>Purchase Order Number:</b>	
<b>Company or Proprietor(s) Name(s):</b>	
<b>ACN/ABN:</b>	
<b>Authorised Representative:</b>	
<b>Position Held:</b>	
<b>Signature:</b>	
<b>Date:</b>	