

SALES TERMS AND CONDITIONS

Passavant-Geiger Pty Ltd., Australia (2026)

1. TERMS OF SUPPLY

- 1.1 These Terms apply to every supply of Products made by the Seller to the Buyer.
- 1.2 The Buyer will give the Seller prior written notice of any change of control or ownership of the Buyer or any change in the Buyer's name, address or contact person or Australian Business Number.
- 1.3 The Seller may at any time and in its sole discretion vary these Terms with immediate effect, by making available to the Buyer the revised Terms.
- 1.4 These Terms form part of all Orders and, except as otherwise agreed in writing (including without limitation in the form of a written supply agreement), together with any Orders accepted by the Seller, constitute the entire agreement between the parties. Trade customs, trade usage and past performance are superseded by these Terms and must not be used to interpret these Terms. These Terms prevail to the extent any provision is inconsistent with the Terms published on the Seller's website.

2. DEFINITIONS

Business Day means a day that is not a Saturday, a Sunday, a bank holiday or a public holiday in the State of Queensland.

Buyer means the person or entity who purchases Products from the Seller.

Force Majeure Event has the meaning given in clause 13.2.

Order means an order submitted by or on behalf of the Buyer to the Seller for the supply of Products.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Products means all goods to be supplied by the Seller to the Buyer as described in the Order.

Seller means Passavant-Geiger Pty Ltd (ABN 88 696 791 429).

Terms means the terms and conditions of the supply set out in this document, including any variation to those terms and conditions.

3. ORDERS

- 3.1 Orders are an offer by the Buyer to purchase Products in accordance with these Terms and are subject to acceptance by the Seller. Orders must be in the format notified by the Seller from time to time and placed by any deadlines specified by the Seller.
- 3.2 Once the Buyer places an Order, it is binding on the Buyer.

4. PRICE

- 4.1 Unless otherwise agreed between the Seller and the Buyer in writing, the prices for the Products will be as set out in the Seller's current price list (as amended by the Seller from time to time) and will be determined as at the date the Seller accepts the relevant Order. Unless otherwise stated by the Seller, prices do not include GST, other taxes or levies, transport or insurance charges or any surcharges that may apply to payments made by credit cards, all of which will be charged by the Seller and will be payable by the Buyer in addition to the price of the Products.

4.2 Special packaging, delivery, overnight shipment, and any other request beyond the Seller's ordinary shipment methods is at Buyer's expense.

5. PAYMENT

5.1 In respect of any Order, the Seller may require the Buyer to obtain an irrevocable letter of credit in favour of the Seller from an issuer acceptable to the Seller.

5.2 If the Seller does not require such letter of credit, payment terms are net cash, payable without offset, 30 days from the date of the Seller's invoice by wire transfer to the account designated by the Seller.

5.3 Payment must be without any deduction, withholding, set-off or counter claim of any nature except as otherwise expressly agreed in writing between the parties. For the purposes of these Terms, no payment is made until full cleared funds are received by the Seller.

5.4 Whenever reasonable grounds for insecurity arises with respect to due payment by the Buyer, the Seller may demand different terms of payment and assurance of the Buyer's payment. Any such demand may be oral or written and the Seller may, upon the making of such demand, stop production and suspend shipment of the Products. If, within the period stated in such demand, the Buyer fails or refuses to agree to different terms of payment or give adequate assurance of payment, the Seller may, at its option:

- (a) treat such failure or refusal as a repudiation of the portion of the Order which has not been fully performed and decline to make further shipments until such default is cured; or
- (b) despite the continuance of such default, may resume production and may make shipment under reservation of possession or of a Security Interest and may demand payment against tender of documents of title,

but such election by the Seller will in no way constitute a waiver of such default nor affect the Seller's legal remedies in respect of such default.

5.5 If the Buyer's account with the Seller becomes delinquent, the full invoice price, without discount, if any, will become immediately due and payable, with interest at the maximum rate allowed by law from the date of the invoice due plus the Seller's solicitors' fees and court costs incurred in connection with collection. Such interest will be due and payable without demand or protest by the Seller.

6. DELIVERY, TITLE AND RISK

6.1 The Seller will deliver the Products to the Buyer FCA (Incoterms 2020) at a facility nominated by the Seller.

6.2 Title and ownership with respect to the Products will transfer from the Seller to the Buyer upon full payment of the Products and any prior outstanding debt owing by the Buyer to the Seller.

6.3 Risk in and to the Products will pass to the Buyer upon delivery of the Products to Buyer.

6.4 In no event will any charges for engineering services imply a conveyance of any design and/or manufacturing rights as to the products, unless such conveyance is expressly set forth in a separate written agreement signed by authorised representatives of both parties.

7. SECURITY INTEREST

7.1 Unless otherwise stated, a term contained in these Terms that is defined in the PPSA (but not otherwise defined in these Terms) has the meaning given to it in the PPSA.

7.2 In consideration for the Seller supplying the Products to the Buyer under these Terms, the Buyer:

- (a) agrees to treat the security interest created under these Terms as a continuing and subsisting security interest in the relevant Products with priority over any registered or unregistered general (or other) security and any unsecured creditor (even if the Products become fixtures before paid for in full);
- (b) grants to the Seller a purchase money security interest (**PMSI**) in relation to the Products or goods;

- (c) agrees that the PMSI will continue to apply to all Products or goods coming into existence or proceeds of sale of Products or goods coming into existence after the date of these Terms;
- (d) agrees that the PMSI has attached or will attach to all Products supplied now or in the future to the Buyer by the Seller;
- (e) agrees, until title in the Products pass to it, to keep all Products free and ensure all Products are kept free of any charge, lien or security interest except as created under these Terms, and not otherwise deal with Products in a way that will or may prejudice any rights of the Seller under these Terms or the PPSA; and
- (f) agrees to execute all documents and do such further acts as may be required to register the security interest or PMSI granted to the Seller under these Terms under the PPSA.

7.3 The Seller reserves the right to register a financing statement under the PPSA in respect of the Products. The cost of registering a financing statement may, where applicable, be charged against the Buyer's account with the Seller.

7.4 The Buyer waives its right to receive a copy of any notice, financing statement, financing change statement or verification statement relating to the security interest or PMSI under these Terms.

8. DELAYS

8.1 All delivery or shipping dates are estimates only and are not guaranteed. The Seller will use reasonable efforts to fulfill the Order in accordance with the estimated delivery or shipping date, however:

- (a) the Seller will not be responsible for any delays in fulfilling the Order nor liable for any losses or damages resulting from such delays; and
- (b) the Order is not subject to cancellation for such delays.

8.2 The Seller will not be responsible or liable for any delay caused by, or resulting from, any review or approval required in accordance with mandatory foreign trade legislation, embargoes or other sanctions, or any customs clearance.

9. ORDER CHANGES AND CANCELLATION

9.1 Any changes to an Order requested by the Buyer will not take effect unless accepted by the Seller in writing, and resulting adjustments to affected provisions, including price, schedule, and guarantees must be mutually agreed by the parties in writing prior to implementation of the change.

9.2 The Seller reserves the right to reject any request to change an Order made by Buyer. The Buyer may not cancel an Order without the prior written consent of the Seller. If the Seller consents to such cancellation, the Buyer will be responsible for all cancellation charges determined by Seller acting reasonably.

10. INSPECTION, ACCEPTANCE OR REJECTION

10.1 The Buyer will inspect the Products immediately after their receipt to determine if they comply with the relevant Order.

10.2 To the extent permitted by law, the Products will be taken to comply with the relevant Order unless:

- (a) the Buyer notifies the Seller of any non-conformity or defect within 3 Business Days of delivery that the Products do not comply with the Order;
- (b) if requested by the Seller, the Seller has been given a reasonable opportunity to inspect the Products; and
- (c) the Products are subsequently returned to the Seller as directed by the Seller.

10.3 To the extent permitted by law, the Seller is not obliged to accept any return of Products that have been supplied (or are deemed to have been supplied) in accordance with the relevant Order. If the Seller agrees to accept a return of Products in those circumstances:

- (a) the Seller is not obliged to accept any Products which have been used, damaged or altered in any way;
 - (b) all Products must be returned in their original packaging;
 - (c) Products returned may be subject to a handling and restocking charge as reasonably determined by the Seller; and
 - (d) Products are to be returned at the Buyer's expense.
- 10.4 Where the Seller accepts the return of Products, the Buyer must not deduct the amount of any anticipated credit from any payment due to the Seller but must await receipt of a credit note.
- 10.5 To the extent permitted by law, and subject to clause 10.2 where the Products are taken to comply with the relevant Order, the Buyer:
- (a) is solely liable for the use, operation or installation of the Products; and
 - (b) will indemnify and hold harmless the Seller, its directors, officers and employees from and against any loss, claim, action, damage, expense or liability, including reasonable solicitors' fees and costs, actually incurred and resulting from any third party claim or suit arising out of, or relating to the use, operation or installation of the Products.

11. DEFAULT

11.1 If the Buyer:

- (a) ceases or threatens to cease carrying on business;
- (b) becomes unable to pay its debts as they fall due or otherwise becomes insolvent or bankrupt;
- (c) has a receiver or a receiver and manager appointed or administrator or similar officer in relation to all or part of its assets, commences liquidation or is placed in statutory management or enters into a scheme or arrangement with any creditor; or
- (d) fails to pay the full amount of any amount due in accordance with these Terms; or
- (e) breaches any of these Terms (other than by non-payment of an amount) and fails to remedy the breach within ten (10) days of written notice requiring the breach to be remedied,

the Seller may (in addition to exercising any or all of its other rights or powers under these Terms or at law) (at its discretion):

- (f) declare all outstanding monies to be immediately due and payable from the Buyer; and
- (g) immediately cancel any Order.

12. DISPUTES

12.1 The parties agree to use their best endeavours to promptly resolve any dispute or difference between them (**Dispute**).

12.2 If a Dispute arises, the party claiming that a Dispute has arisen will serve notice on the other party stating the subject matter and details of the Dispute. After receipt of the notice, senior management of both parties will meet within ten (10) Business Days and will attempt in good faith to resolve the Dispute.

13. FORCE MAJEURE

13.1 The Seller will not be liable and will be held harmless for any losses or damages incurred or suffered by the Buyer or any third party as a result of the non-performance of an Order or a fault or delay in completion of an Order to the extent it is caused by a Force Majeure Event.

13.2 In this clause 13, "Force Majeure Event" means any event or circumstance beyond the reasonable control of the Seller including, without limitation, a strike, industrial dispute, fire, acts of god, epidemic, pandemic, health alert, natural disaster or terrorist act, riot, arson, acts of war, intervention on the part of civilian or military or governmental authorities.

13.3 If a Force Majeure Event affects the date for delivery under the Order for a continuous period of more than two (2) months, then the parties must, acting in good faith, agree on a solution to the non-performance, fault or delay. Where the parties have met and no such solution has been reached, either party may terminate the relevant Order and agrees to release the other party from all claims in respect of the Force Majeure Event.

14. WARRANTY

14.1 The Products are warranted, when paid for and properly installed, operated and maintained, to be free from defects in material and workmanship and to conform to the specifications, if any, listed on the Order. If no specifications are listed, the Products are warranted to conform to the Seller's currently published specifications.

14.2 The warranty period is one year from the date of shipment to the Buyer. No warranty is given for products or components manufactured by persons or companies not affiliated by ownership with the Seller or for products which have been subject to misuse, improper installation, corrosion, or which have been disassembled, modified or repaired by unauthorised persons.

14.3 To the extent permitted by law, the Seller disclaims all other warranties, whether express, implied or statutory, such as warranties of merchantability and fitness for purpose or use. The Seller also disclaims all warranties regarding any ancillary services rendered.

15. LIMITATION OF LIABILITY

15.1 The Seller excludes all implied conditions and warranties except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void (**Non-excludable Condition**).

15.2 To the extent permitted by law, the Seller's liability, and the Buyer's exclusive remedy, for any tender of nonconforming or defective Products or breach of warranty or any Non-excludable Condition is expressly limited to the Seller's choice of:

- (a) the repair of the non-conforming or defective Products;
- (b) the replacement of the non-conforming or defective Products with conforming Products; or
- (c) the repayment of that portion of the purchase price represented by non-conforming or defective Products. Such repair, replacement or repayment will be made only upon return of the non-conforming or defective Products, which may be returned at the cost of the Seller only after inspection by the Seller and receipt by the Buyer of definite shipping instructions from the Seller. The Seller must receive written notice of the defect within the warranty period.

15.3 Under no circumstances will the Seller be liable for any incidental, consequential, special, indirect, incidental, exemplary, contingent, or punitive damages, including without limitation, loss of profits, loss of business opportunity or loss of prospective revenue, whether known or unknown arising out of or relating to these Terms.

15.4 Nothing in these Terms excludes or limits the application of any provision of any statute (including the *Competition and Consumer Act 2010* (Cth) where to do so would:

- (a) contravene that statute; or
- (b) cause any part of these Terms to be void.

16. PATENTS

16.1 The Buyer agrees to indemnify the Seller against all court assessed damages and costs resulting from infringement of any Australian or foreign intellectual property right (including, but not limited to, any right in a patent, utility model, copyright, industrial design work, or based on misappropriation or wrongful use of

information or documents) by products to the extent that the infringement arises from designs, specifications or instructions furnished or expressly or implicitly required by the Buyer.

- 16.2 The sale of Products under by an Order will not grant to the Buyer any rights or license of any kind under any patent owned or controlled by the Seller or its suppliers or under which the Seller or its suppliers is licensed, however this clause will not limit in any way the right of the Buyer to use and sell such Products in the event that such Products are covered by any such patent.
- 16.3 If a Product offered to the Buyer becomes, or, in the Seller's opinion, may become the subject of any claim, suit or proceeding for infringement of any Australian patent, the Seller may at its option and expense:
- (a) obtain for the Buyer the right to use, lease or sell the Product;
 - (b) replace the Product;
 - (c) modify the Product; or
 - (d) remove the Product and refund the purchase price paid by the Buyer less a reasonable amount for use, damage or obsolescence. The Seller will not be liable for any infringement arising from the combination of products or from the use of a product in practicing a process.
- 16.4 No right, title, or interest in and to any development, invention, or work of authorship, conceived or developed by the Seller during the course of performance hereunder, is conveyed to the Buyer. The Seller does not grant to the Buyer, and nothing contained herein will obligate or be construed to obligate the Seller to grant to the Buyer, any license under any patents or other intellectual property owned by the Seller.

17. INTELLECTUAL PROPERTY

- 17.1 Without limiting clause 16, all drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights and other information and industrial and intellectual property disclosed or otherwise provided to the Buyer by the Seller or otherwise subsisting in the Products and all rights therein (whether registered or unregistered and including all developments, improvements and enhancements) (collectively **Intellectual Property**) will remain the property of the Seller and will be kept confidential by the Buyer. The Buyer has no claim to, nor ownership interest in, any Intellectual Property.
- 17.2 The Buyer acknowledges that no licence or rights of any sort are granted to the Buyer in respect of any Intellectual Property, other than the limited right to use Products purchased from the Seller for the purpose they are supplied by the Seller.

18. CONFIDENTIALITY

- 18.1 Both parties acknowledge that, in the course of performing their respective obligations under these Terms, they may receive from the other party certain confidential and proprietary information, including data, specifications, processes, policies, technologies, methods, formulae, and performance and other information of the other party (collectively, **Confidential Information**). The parties shall, at all times, take proper and appropriate steps to protect the Confidential Information.
- 18.2 Both parties agree to limit disclosure and access to the Confidential Information to their employees as are directly involved with work required by these Terms and then only to the extent as is necessary and essential to complete the work required by these Terms. Such employees shall preserve the confidential nature of the Confidential Information. Neither party shall disclose any of the Confidential Information to any other party, in whole or in part, directly or indirectly, unless authorised in writing by the other party.
- 18.3 Confidential Information shall not include information which:
- (a) is in the public domain prior to disclosure to the receiving party;
 - (b) is lawfully in the receiving party's possession prior to disclosure, or
 - (c) becomes part of the public domain by publication or otherwise through no unauthorised act or omission on the part of the receiving party.

19. EXPORT OR IMPORT LICENCE AND COMPLIANCE

- 19.1 The Buyer represents and warrants that the Products are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. The parties agree to comply with all applicable provisions under any laws restricting or controlling export of products or services to particular destinations or foreign entities, or any other country which becomes subject to similar restrictions and will reasonably cooperate to the extent necessary in responding to related government inquiries.
- 19.2 The Seller shall not be obligated to fulfill an Order if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. The effectiveness of all Orders is under the condition precedent that all Products supplied to the Buyer have been sufficiently reviewed and approved (as required) in accordance with mandatory foreign trade legislation, embargoes or other sanctions, anti-corruption compliance.

20. ANTI-CORRUPTION COMPLIANCE

- 20.1 The Seller and Buyer acknowledge and agree that no payments or transfers of value shall be made in relation to these Terms or to the Buyer's use or disposition of the Products that have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any other benefit.
- 20.2 The Buyer represents that it, and each of its owners, directors, officers, employees and every other person working on its behalf has not and shall not, in connection with the transactions contemplated by these Terms or in connection with any other business transactions involving the Seller, make any payment or facilitate or transfer or cause to transfer anything of value, directly or indirectly to:
- (a) any governmental official or employee (including any employee of a government corporation or public international organisation);
 - (b) any political party, official or worker of a political party, or candidate for public office;
 - (c) any other person or entity if such payment or transfer would violate any applicable anti-corruption law; or
 - (d) an intermediary for payment to any of the foregoing.
- 20.3 In the event of a breach of any of the representations, warranties or covenants made by the Buyer in this clause 19, the Seller may, in its sole discretion and in addition to any other remedies it may have under law or these Terms, cancel or terminate these Terms without notice. The Buyer shall further indemnify and hold the Seller harmless against any and all claims, losses or damages arising from or related to such breach.

21. GENERAL

- 21.1 **(Waiver)**: The Seller's failure or delay to exercise or enforce any right it has under these Terms will not operate as a waiver of the Seller's right to exercise or enforce such right or any other right in the future.
- 21.2 **(Assignment)**: No Order may be assigned by Buyer without the prior written consent of Seller.
- 21.3 **(Notice)**: Any communications under these Terms may sent by pre-paid post or electronic mail to the address details notified by one party to the other from time to time. A notice sent by post will be deemed to have been received on the third Business Day following the day of posting. A notice sent by electronic mail will be deemed to have been received on the date specified on the email delivery receipt.
- 21.4 **(Validity of provisions, headings)**: If any provision or any part or portion of any provision of these Terms shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that provision, or any other provision hereof. The headings in these Terms have been inserted for the purpose of convenience and shall not be deemed to define, limit, or extend the scope or intent of the provision to which they pertain.
- 21.5 **(Governing law and jurisdiction)**: These Terms shall be governed by and construed and enforced in accordance with the laws of Queensland, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and any courts that have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.