

Please read this Agreement carefully and make sure you understand the content before ordering any goods. You should understand that by ordering any of our goods, you agree to be bound by this Agreement. You should print a copy of this Agreement for future reference.

TERMS AND CONDITIONS OF SALE OF GOODS

1. BASIS OF CONTRACT

These terms and conditions ("**Terms**") constitute a legal agreement between RISCO Group Australia Pty Ltd., a corporation incorporated under the laws of Australia and with registered office at C/O TMF Corporate Services AUST Pty Ltd., Level 16, 201 Elizabeth Street, Sydney NSW 2000 (collectively "**RISCO**", "**Us**," "**We**," or "**Our**") and you which governs your purchase of goods through our Website.

- A. The term "**Customer**" shall mean you ("**You**") being the party placing a purchase order or otherwise desiring to purchase products from RISCO. The term "**Goods**" means the goods set out by RISCO in a written order acknowledgement.
- B. By processing an order via Your credit account at RISCO, YOU AGREE THAT YOU HAVE ENTERED INTO A LEGAL AND ENFORCEABLE ONLINE CONTRACT WITH RISCO GROUP Australia Pty Ltd., AND ACCEPT THAT THE TERMS AND CONDITIONS AS STATED IN THESE "TERMS AND CONDITIONS OF SALE OF GOODS" WILL GOVERN YOUR PENDING TRANSACTION WITH RISCO Group Australia Pty Ltd.
- C. These Terms and any revision/s made from time to time (collectively "**Agreement**") shall apply to any and all orders that you place on this website ("**Website**") online and constitute a binding contract between You and RISCO for the sale and purchase of Goods. These Terms prevail over any terms in any documents of the Customer. We reserve the right to amend or change the Terms at any time, with details of any and all amendments published on our website. In order to place an order and to enter into a legally binding contract with us, you must be over 18 years old. RISCO reserves the right to refuse to accept your Order if it finds that you are in breach of these Terms and Conditions.

2. ORDERS

- 2.1 A purchase order ("**Order**") placed via Our Website, orally or by any other means constitutes an offer by You to purchase Goods in accordance with this Agreement. Your order will only be deemed to be accepted when Customer receives the following message on the screen "Order submitted successfully" with an Order number and thereafter, on the "Pending Order" screen, for the same Order number the status shows: "Confirmed" (a "Confirmed" Order) at which point a contract will come into existence to which these Terms apply in their entirety and without exception.
- 2.2 Verbal orders will be accepted by Us at Your risk. The conversations are sometimes taped and may sometimes be listened to by US, for monitoring purposes. Our records will be a conclusive evidence as to the content thereof and Your verbal requests and/or instructions will be agreed with You before Your Order is confirmed and/or processed. In placing an Order with Risco other than via the Website, You accept and acknowledge that these Terms will apply in their entirety and without exception.
- 2.3 Once Your Order has been Confirmed (as per Section 2.1 above), it may not be cancelled or rescheduled without RISCO's written consent. All Orders must include delivery dates, quantities and complete description of Goods being purchased including such other information as may be requested by RISCO from time to time. RISCO may designate certain Goods as non-cancellable ("**NC**"), non-returnable ("**NR**") or customer specific ("**CS**") Goods and the sale of such Goods shall be subject to the special terms and conditions contained in a separate agreement with any such Customer, which shall prevail and supersede any inconsistent terms and conditions contained herein or elsewhere, except any terms and conditions which are not severable by law.
- 2.4 A quotation for Goods given by RISCO shall not constitute an offer. Any quotation will remain valid for a period of 14 days from its date of issue unless otherwise stated or withdrawn by Us in writing.

3. PRICES

- 3.1 Our prices are given in Australian Dollars and are subject to change at Our absolute discretion and without notice. Our Website and marketing and product materials contain a large number of Goods. It is possible that, despite Our best efforts, some of the Goods listed may be incorrectly priced. RISCO will verify prices when processing Your Order and as part of our dispatch procedures. The price of the Goods shall be the price as at the date of Order Confirmation notwithstanding any price specified in any other instrument, and will be invoiced to You at that price. Pricing for

undelivered Goods may be increased in the event of any increase in RISCO's cost, change in market conditions or any other causes beyond RISCO's reasonable control.

3.2 RISCO shall be under no obligation to supply the goods to Customer at an incorrect (lower) price even after status of Order is Confirmed. RISCO has sent confirmation of dispatch, if the pricing error is obvious and unmistakable and could have reasonably been recognised by Customer as a mispricing.

3.3. Prices are Door to Door, unless You advise Us that you chose to collect the Order Over the Counter ("**OTC**") at OUR warehouse address. You agree to indemnify and hold RISCO harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon. Where applicable, transportation shall appear as separate item on RISCO's invoice. You may chose OTC collection of Goods at which case no transportation fees shall apply.

4. PAYMENT TERMS

4.1. Payment shall be made according to terms of payment and currency specified on the front of RISCO's invoice or set out on the Website or as notified to the Customer by any other means from time to time. Payment shall be made in full in cleared funds using PayPal, Credit Card (subject to credit card company approval) or Credit Line (if applicable). RISCO at all times maintains a secure system for online payment. Time of payment shall be of the essence. The Customer may not withhold payment of any invoice or other amount due to RISCO by reason of any right of setoff or counterclaim which You may have or allege to have or for any other reason whatsoever.

4.2. If You fail to make any payment due to RISCO by the due date for payment then RISCO reserves the right to:

- a) charge default interest (without notice) at the current rate for overdrafts of \$100,000.00 or more charged by the National Australia Bank plus 2%, calculated daily from the due date of payment. Such default interest shall accrue until the date payment in full is received by Us in cleared funds, , including all accrued interest; and/ or
- b) charge a reasonable administration fee to reflect the costs incurred by RISCO in recovering such debt, including any fees payable by RISCO to any debt recovery agency appointed to recover such debt on RISCO's behalf; and
- c) treat such failure as repudiation of the Agreement and recover damages for breach of Agreement , subject to these Terms.

4.3. In the event that RISCO agrees in writing to receive payment by installments, any overdue payment shall cause the entire outstanding payment amount to become due for immediate payment, and said amount shall bear interest as set forth in clause 4.2.

4.4. RISCO reserves the right to conduct a credit check against You and may request prepayment or a bank guarantee in a form to be approved by RISCO and issued by a bank acceptable to it in an amount not exceeding the total price of the Order. If You fail to make payment for the Goods, or if, in RISCO's opinion, a change in Your financial circumstances creates reasonable concerns as to Your credit rating, RISCO may at any time request (additional) guarantees or may demand prepayment before delivery of any part of the Goods.

4.5. RISCO reserves the right to establish and/or change credit and payment terms extended to You at any time when, in RISCO's sole opinion, Your financial circumstances or previous payment record warrants such action. Further, on delinquent accounts, RISCO shall not be obliged to continue performance under this or any other agreement with You.

4.6. If RISCO believes in good faith that your ability to make payment may be impaired or if You fail to pay any invoice when due, RISCO may suspend delivery of any Order or any remaining balance thereof until outstanding payments are made, or We may cancel any Order or any remaining balance thereof, and You will remain liable to pay for any Goods already shipped and all NC, NR and CS Goods ordered.

5. TITLE

5.1. Legal and beneficial ownership in the Goods shall remain with RISCO and will not pass to Customer until RISCO has received in full in cleared funds all amounts owed by Customer with respect to a) the Goods; b) any other Goods that RISCO has supplied to Customer; and c) any other charges or fees due from the Customer to RISCO.

5.2. Until title to the Goods has passed to the Customer, the Customer shall a) hold the Goods on a fiduciary basis as RISCO's bailee; b) store the Goods separately from all other goods held by Customer so that they remain readily identifiable as RISCO's property; c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; d) notify RISCO immediately if it becomes subject to any event of force

majeure; and e) give RISCO such information relating to the Goods as RISCO may reasonably require from time to time. However, the Customer may resell or use the Goods in the ordinary course of its business.

- 5.3. For as long as payment is overdue for all or part of a certain shipment, the Customer shall, if requested by RISCO, return the shipment to RISCO. If Customer refuses to return the shipment when so requested, RISCO or its duly authorized agent is hereby irrevocably authorized by the Customer to enter into the Customer's premises during normal business hours to take possession of the shipment.
- 5.4. RISCO retains any security provided in respect of the Goods delivered to Customer, including accounts receivable (collectively, the "**Collateral**") to secure payment of any and all amounts due under this Agreement or any other agreement between RISCO and Customer. The Customer's failure to pay any and all amounts when due and payable will constitute a default of this Agreement and will give RISCO all rights of a secured party. If the Customer fails to pay any amount when due, RISCO shall have the right to repossess and remove all or any part of the Collateral from the Customer, but not from Customer's customers. Any repossession or removal shall be without prejudice to any other remedy of RISCO hereunder, at law or in equity. The Customer agrees, from time to time, to act on and/or execute and deliver any document reasonably requested by RISCO to transfer, create, perfect, preserve, protect and enforce the security provided.

6. DELIVERY

- 6.1. RISCO shall use its own discretion in choice of carrier and method of packing. All shipments are Door to Door (or at Customer's choice, collected OTC) and risk of loss in any and all Goods supplied (or collected OTC, as the case may be) shall pass to Customer upon Customer's receipt of the Goods and execution of Proof of Delivery ("**POD**") form by Customer. ANY AND ALL CLAIMS FOR LOSS OR DAMAGE IN TRANSIT TO GOODS DELIVERED DOOR TO DOOR MUST BE MADE TO US AND NOTED ON THE POD.
- 6.2. The time or date given to You by RISCO for either the dispatch or delivery of the goods shall be deemed to be an estimate only given by RISCO in good faith. No such time or date shall be binding upon RISCO and the time of delivery shall not be of the essence. RISCO will use commercially reasonable efforts to initiate shipment and schedule delivery as close as possible to Customer's requested delivery schedule but shall not be liable to Customer for failure to meet any delivery schedule or for the cost to procure or design substitute goods. In the event of delay caused by such event, the date of delivery shall be extended for a period equal to the time lost as a consequence of the delay in delivery without subjecting RISCO to any liability or penalty. If the goods perished while in the custody of the carrier, RISCO shall be deemed to have performed its obligations in full.
- 6.3. Any delay or change in schedules resulting from Customer's acts or negligence may be subject to a price adjustment. If a delivery is delayed at Customer's request by more than one month after Confirmed delivery date, RISCO may charge demurrage costs in the amount of 0.5% of the purchase price of the order for each started month of delay up to a maximum of 5% of the total purchase price. If Customer fails to pick up the goods within two (2) months after notification, RISCO will be free to sell the goods to other customers without any indemnity. If delivery of the goods is delayed through any act or omission of the Customer, RISCO may store the goods at Customer's expense and both delivery and the passage of risk in the goods shall be deemed to occur when RISCO informed Customer the goods were available for delivery.
- 6.4. RISCO reserves the right to make deliveries in installments, each forming a separate contract. Any delay in delivery or defect in an installment shall not entitle Customer to cancel any other installment. Delivery of a quantity that varies +/- 20% from the quantity specified in Customer's order shall constitute compliance with Customer's order and shall not relieve Customer of its obligation to accept delivery and pay for the goods delivered. Customer shall not refuse to accept delivery or any consignment or installment on account of any shortage or defect in any other delivery.

7. INSPECTION

- 7.1. Customer undertakes to inspect the goods on delivery and shall note on POD all discoverable defects, including, but not limited to, quantity shortages, incorrect goods, and visible defects and will notify RISCO promptly in writing of all non-discoverable defects, within five (5) days from the date of receipt of Goods as per the POD.
- 7.2. No return of goods will be accepted by RISCO without RISCO's prior authorization. Returned goods must be in original manufacturer's shipping cartons complete with all packing materials.

7.3. In the event that Customer fails to inspect the goods or does not present written notice of rejection of the goods within five (5) days of the delivery date, the goods shall be deemed accepted. At that time, Customer's only recourse or remedy for non-conforming or defective goods shall be RISCO's standard warranty as provided for in clause 9.

8. SPECIFICATIONS

8.1. RISCO reserves the right to change the specifications of its Goods (including all statements and data appearing in RISCO's catalogues, data sheets and advertisements) without notice, but in any event the Goods will conform in all material respects with the specification of the Goods at the time that the contract of sale is made. RISCO will publish the modified specifications on the Website and will notify Customer if it properly subscribed on the Website to receive this information. If such changes to specifications are made, RISCO shall have no obligation to provide the change on Goods previously purchased.

9. WARRANTY

9.1. RISCO will honour its obligations set out in any express warranty given to the Customer and its obligations owed to consumers pursuant to the guarantees contained in the *Competition and Consumer Act 2010* and the *Competition and Consumer Regulations 2010* (collectively, the "**Australian Consumer Law**"). The parties expressly agree that Customer's sole and exclusive remedy against RISCO shall be for the repair or replacement of defective Goods as provided herein. THE WARRANTIES SET FORTH BELOW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. NO AFFIRMATION OF RISCO, BY WORDS OR ACTION, OTHER THAN AS SET FORTH IN THIS SECTION, NOR ANY ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, MADE BY RISCO TO CONSUMER PURCHASERS OF THE GOODS SHALL CONSTITUTE A WARRANTY HEREUNDER. RISCO's warranty does not apply to any Goods that have been subjected to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance), accident, improper installation, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair performed by anyone other than RISCO or one of RISCO's authorized agents. In no event shall RISCO be responsible for the quality or performance of any goods manufactured by other parties; such Goods shall carry only the warranty of the manufacturer, with the exception of batteries for which no warranty is provided.

Subject to the foregoing, RISCO warrants to Customer that:

- (a) Goods delivered hereunder will at the time of delivery and for a period of twenty four (24) months thereafter or such other shorter or longer period as is notified by RISCO to Customer from time to time as being applicable to specific goods ("**Warranty Period**") conform in all material respects to the specifications, be of satisfactory quality and free from material defects in design, material and workmanship; and
 - (b) Title to the goods will be free and clear of third party intellectual property rights in the country of shipment and without liens to the extent used in accordance with the specifications.
- 9.2. RISCO gives no warranty or guarantee whatsoever with respect to sales or orders through unauthorised sales channels. Goods sold under such sales or Orders are provided "as is" and with all visible and latent defects.
- 9.3 RISCO makes no representation or warranty that the goods ordered by Customer are suitable for the Customer's purpose and it shall be Customer's sole responsibility to ascertain that any goods ordered are sufficient and suitable for its intended purpose.
- 9.4. RISCO's sole and maximum liability for a breach of the warranties set out in clause 9.1 for defective goods or failure to meet the applicable specifications or quality levels is limited to the obligation, at RISCO's sole discretion, to either repair or replace the defective goods or credit Customer's account with the purchase price of the goods concerned, provided that all of the following conditions are met:
- (a) RISCO is notified during the Warranty Period in writing by Customer within five (5) business days after discovery of latent defects or failure to meet the specifications or quality levels ("**Warranty Notice**");
 - (b) Customer obtains an authorization from RISCO prior to returning any defective goods to RISCO in accordance with clause 7.2;
 - (c) the defective goods are returned to RISCO, transportation charges prepaid by Customer (if upon examination by RISCO, it determines that the goods are entitled to this warranty, RISCO shall be responsible for all transportation charges to and from RISCO's facility);

- (d) the defective goods are received by RISCO no later than four (4) weeks after the date of the Warranty Notice;
- (e) RISCO's examination of such goods shall conclude that such defects or failures have not been caused by misuse, abuse, neglect, improper installation or application, repair, alteration, damage by water, fire, casualty or by accident or negligence in use, storage, transportation or handling, or by non-compatibility with other components used by Customer; or by power surges or failures, or other events beyond RISCO's control;
- (f) any trademarks or labels on the Goods have not been removed, obscured or mutilated;
- (g) RISCO is satisfied that Customer purchased the Goods from RISCO;
- (h) Customer has not made any further use of the goods after serving notice on RISCO;
- (i) Goods have been stored in a flat dry place, raised from the ground and protected from the weather at all times; and,
- (j) Customer has paid in full for the goods by the due date for payment.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. The Customer acknowledges that (a) any intellectual property rights (including all patents (issued and pending) copyrights, database rights, model and design rights (issued and pending), trademarks (issued and pending), trade names, utility models, domain names, rights on semi-conductors and know-how rights, and any other intellectual property rights of a similar nature (whether or not registered) subsisting anywhere in the world or in association with the goods shall be RISCO's property; and (b) nothing in this Agreement shall be construed as conferring any license or granting any rights in favor of the Customer or any third parties in relation to the intellectual property rights or interests therein.
- 10.2. The Customer further acknowledges that it will not acquire any rights or interests or licenses in any:
- (a) drawings, specifications, technical information, molds, masks, tools, know-how used by RISCO;
 - (b) building blocks or custom cells used or designed by RISCO to develop the goods; or
 - (c) business processes used by RISCO to design, develop, manufacture or test the goods.
- 10.3. The Customer agrees and acknowledges that any intellectual property rights to an improvement in or modification of drawings, specifications, technical information, tools, know-how used by RISCO shall be irrevocably transferred to and become the sole property of RISCO, regardless of whether any such improvement or modification was developed by or made on the specific request of the Customer.
- 10.4. The Customer further agrees to use and respect all appropriate copyright and proprietary notices and markings on all goods delivered hereunder regardless of their intended use.

11. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

- 11.1. RISCO shall have the right to defend any legal proceeding brought against the Customer insofar as any such legal proceeding is based on a claim that any goods provided by RISCO infringe any patent(s), copyright(s) or trademark(s) in the country of the place of delivery.
- 11.2. In the event that RISCO chooses to defend a legal proceeding, the Customer shall use its best efforts to assist RISCO and to provide it with all necessary and relevant information.
- 11.3 RISCO shall have no obligation to the Customer and the Customer shall indemnify and hold RISCO harmless against any claim arising from any infringement, misappropriation or misuse claimed by any third party or parties if any such claim arises out of:
- (a) a modification of the goods not introduced or approved by RISCO; or
 - (b) the interconnection or use of the goods in combination with goods or other devices or with a manufacturing, assembly or other process; or
 - (c) the use of the goods in other than an application recommended by RISCO; or
 - (d) compliance with Customer's design, specifications and/or instructions.
- 11.4. RISCO shall notify the Customer promptly in writing of any proceeding commenced or contemplated under clause 11.1 and give the Customer full and complete authority, information and assistance to defend any such proceeding. The Customer will pay all damages and costs finally awarded against RISCO in any such suit or proceeding, but Customer shall not be responsible for any settlement in this respect made by RISCO without the written consent of Customer (which consent shall not be unreasonably withheld or unduly delayed).

11.5. The foregoing clauses state the sole and exclusive liability of the parties in respect of infringement of intellectual property rights.

12. CONFIDENTIALITY

12.1. For the purpose of this Agreement, "Confidential Information" shall mean: all information (in whatever format) which: (i) relates to the Agreement or any document referred to herein; (ii) is designated as confidential by either party by written notice to the other; or (iii) relates to the business, affairs, networks, customers, products, developments, trade secrets, know-how and personnel of either party (including customer data) and which may reasonably be regarded as confidential information of the disclosing party.

12.2. Subject to clause 12.3, each of RISCO and the Customer shall:

- (a) only use Confidential Information of the other party for the purposes of this Agreement;
- (b) only disclose Confidential Information of the other party to a third party with the prior written consent of the other party (except that RISCO may disclose Confidential Information of Customer to any RISCO company, RISCO affiliates or to its employees, agents or contractors, including professional advisors or auditors, and Customer may disclose Confidential Information of RISCO to Customer affiliates for the purposes of this Agreement); and
- (c) ensure that any third party to whom Confidential Information of the other party is disclosed executes a confidentiality undertaking substantially similar to the terms of this clause 12.

12.3. The provisions of clause 12.2 shall not apply to any Confidential Information which: (i) is or comes into the public domain other than by breach of this clause 12; or (ii) is or has been independently generated by the recipient party; or (iii) is properly disclosed pursuant to a separate written consent or a statutory obligation, the order of a court of competent jurisdiction or the requirement of a competent regulatory body.

13. NON-EXCLUSIVITY

13.1. In the event that RISCO designs a product or parts of a product for the Customer, all intellectual property rights therein, whether registered, registrable or otherwise, shall belong to RISCO.

13.2. There is no exclusivity for custom products and/or parts, including cells, designed by RISCO. RISCO has the right to sell the said component as a catalogue item to third parties without any obligations or liability whatsoever to the originator of the custom designed part.

14. FORCE MAJEURE

14.1. RISCO shall not be liable for any damage, loss, fault, or expenses arising out of delays in manufacturing, shipment or other non-performance, delay in performance or failure to perform in whole or in part the terms of this Agreement due to causes beyond the reasonable control of RISCO ("**Force Majeure Event**"), including, without limitation, strike, labor disputes (whether or not in relation to one of the parties workforce), shortages of material, war, acts of terrorism, riot or civil commotion, acts of the public enemy, insurrection, sabotage, or fire, flood or other cause, condition or circumstance beyond RISCO's reasonable control.

14.2. The period for performance for the party affected by a Force Majeure Event shall be extended by the duration of the condition, provided, however, if any such delay shall continue for more than three consecutive (3) months, each party may terminate the affected purchase order without liability.

15. ASSIGNMENTS & SUBCONTRACTING

15.1. The Customer may not assign, charge, transfer or otherwise dispose of any rights or obligations under this Agreement in whole or in part, without the prior written consent of RISCO.

15.2. Notwithstanding clause 15.1, RISCO may assign any and all of its rights and obligations hereunder upon notification to (i) any RISCO affiliated company; (ii) a third party pursuant to any sale or transfer of all or part of the assets or business of RISCO; or (iii) a third party pursuant to any financing, merger, or re-organization of RISCO.

15.3. RISCO may subcontract any of its obligations to be provided under the Agreement.

16. INDEMNIFICATION

16.1. Customer acknowledges that use of RISCO's Goods is fully at its own risk and the Customer is responsible for the verification and validation of the suitability of RISCO's Goods for its own purpose. The Customer agrees that RISCO is not and shall not be liable, in whole or in part, for any claim or damage arising from their operation in accordance with the instructions supplied by RISCO, including any breakdown of the Goods. The Customer agrees to indemnify, defend and hold RISCO harmless from and against any and all claims, damages, losses, costs, expenses and

liabilities arising out of or in connection with such use or any other liability which cannot be excluded by law, including the acts or omissions of the Customer or its agents or servants, and any injury to or death of any person arising from the operation of the Goods.

16.2. The Customer shall indemnify and hold harmless RISCO from any claims based on RISCO's compliance with the Customer's designs, specifications or instructions, or modification of any goods by third parties, or use in combination with other goods or products.

16.3 The Indemnity contained in this clause 16 is subject to the Warranty contained in clause 9.

17 LIMITATION OF LIABILITY

17.1. Subject to clause 17.3 but otherwise notwithstanding anything else in this Agreement, RISCO's total liability in contract, tort, strict liability or otherwise arising in connection with the Agreement, or any dispute or claim hereunder, shall be limited to the amounts paid by Customer for the goods (excluding expenses, VAT and other sales taxes) giving rise to such claims in any six month period preceding the event with a maximum of \$USD1,000,000.00.

17.2. Notwithstanding anything else in this Agreement, RISCO shall in no event be liable for indirect, incidental, collateral, special, punitive, or Consequential Damages or losses such as but not limited to line stop, recalls, harm to business or business reputation, loss of revenues, loss of anticipated savings or lost profits, loss of data or other equipment or property, removal or reinstallation costs, whether or not foreseeable and whether arising in contract (including warranty), tort (including active, passive or imputed negligence), strict liability or otherwise or for breach of statutory duty or misrepresentation. "Consequential Damages" for purposes hereof shall include, without limitation, loss of use, income or profit, or losses sustained as the result of injury (including death) to any person or loss or damage to property (including, without limitation, property handled or processed by the use of the goods).

17.3. Notwithstanding anything else in this Agreement, RISCO shall not be liable for and the Customer agrees to indemnify and hold RISCO harmless from all liability for any and all damages arising from or in connection with the Customer (its employees, customers and others) subsequent use or misuse of the goods including (without limitation): (a) fair wear and tear; (b) willful damage; (c) Customer's negligence, or that of its agents, employees, customers or any failure to follow RISCO's instructions as to use of the goods; (d) abnormal working conditions beyond those referred to in the Specification; and (e) any alteration or repair of the goods by any manufacturing process or otherwise, save for any latent defect which means that the goods did not comply with the Specification.

18. TERMINATION

18.1. RISCO may terminate this Agreement or any Order immediately upon notice in writing if the Customer: (a) has a receiver or an administrator appointed to it or over any part of its undertakings or assets; or (b) passes a resolution for winding up or a court of competent jurisdiction makes an order to that effect; or (c) otherwise enters into any voluntary arrangement with its creditors or ceases or threatens to cease to carry on business; or (d) undergoes or is subject to any analogous acts or proceedings under any foreign law; or (e) suffers a deterioration in its financial position that in RISCO's opinion jeopardizes the Customer's ability to adequately fulfill its obligations under this Agreement; or (f) fails to make any payment when due to RISCO.

18.2 If RISCO terminates the Agreement or any Order pursuant to this clause 18, RISCO may, without prejudice to its other rights, demand immediate payment by the Customer of all unpaid accounts and suspend further deliveries and cancel this and any other contract between RISCO and the Customer without any liability attaching to RISCO in respect of such suspension or cancellation, and debit the Customer with any loss sustained thereby.

18.3 Either RISCO or Customer may terminate this Agreement or any purchase order by agreement or by notice in writing following a Force Majeure Event pursuant to clause 14.1.

18.4 If the Customer terminates this Agreement or any Order, other than in accordance with clause 18.3, RISCO shall be entitled at its discretion to recover from Customer any loss sustained.

18.5. Clauses 1, 5, 9, 10, 11, 12, 13, 16, 17, 18, 20, 22 and 23 of these terms and conditions will survive the termination or expiration of the Agreement.

19. CANCELLATIONS

- 19.1. No cancellation of Orders by the Customer will be accepted if (i) made more than 14 days after the date of shipment; or (ii) the product has been used by the Customer.
- 19.2. Any Orders cancelled by the Customers after the date of shipment shall be returned to RISCO in their original packaging at the Customer's own expense.
- 19.3 All cancellations of Orders by the Customer prior to the earliest requested ship date will result in a cancellation charge to be reasonably determined by RISCO based on such factors as whether the product was manufactured specifically for the Customer, RISCO's ability to change its production schedule within the period of the notice provided by the Customer and whether RISCO acquired or allocated particular supplies or equipment to meet Customer's order, with a minimum of:
- (a) Fifty (50)% of the total price set forth in the Order acknowledgement that is being cancelled if cancellation is received sixty (60) days prior to the earliest requested ship date;
 - (b) Twenty five (25) % of the total price set forth in the Order acknowledgement that is being cancelled if cancellation is received between sixty-one (61) and ninety (90) days prior to the earliest requested ship date.
- 19.4 Payment of any cancellation charge shall be made within 7 days of receipt of the cancellation charge notice and the provisions of clause 4 (Payment Terms) shall apply.
- 19.5 Goods or parts will not be accepted for return or credit without agreement in writing from RISCO.

20. NOTICES

- 20.1. All notices given by the Customer to RISCO must be submitted to RISCO's registered office address or to the email address stated on the written Order acknowledgement. RISCO may give notice to the Customer at either the e-mail or postal address the Customer provides to RISCO when placing an Order, or registering an account with RISCO, or in any of the way specified in clause 20.2 below. Notice will be deemed received and properly served immediately when posted on the Website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such notice was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.
- 20.2. Applicable laws require that some of the information or communications RISCO sent to Customer should be in writing. When using the Website, the Customer accepts that communication with RISCO will mostly be in electronic form. RISCO will contact the Customer by e-mail or provide the Customer with information by posting notices on its Website. For contractual purposes, You agree to this electronic means of communication and acknowledge that all contracts, notices, information and other communications that We provide to You electronically comply with any legal requirement that such communications be in writing. This condition does not affect Your statutory rights.

21. IMPORT LICENSES AND DUTIES

- 21.1 All Orders accepted for export (and/or re-export) are subject to: 1) Australian export regulations; and 2) the Customer providing RISCO with all documentation necessary for shipment to the destination country.
- 21.2 The Customer must comply with all applicable laws and regulations of the country for which the Goods are destined. RISCO will not be liable for any breach by the Customer of any such laws.

22. MISCELLANEOUS

- 22.1. Severability.** If any provision of the Agreement, including any limitation of warranty or liability, is held by a court or any government agency or authority to be invalid, void or unenforceable, the remainder of this Agreement shall nevertheless remain legal, valid, and enforceable.
- 22.2. No Waiver.** Failure or delay by either party to exercise or enforce any right conferred by this Agreement, including RISCO's right to deliver invoices in accordance with clause 3, shall not be deemed to be a waiver of any such right and does not affect the enforcement of this Agreement or operate as an estoppel against the party who seeks to rely on this clause 22.2.
- 22.3. Relationship.** Nothing in this Agreement and no action taken by the parties pursuant to the Agreement shall constitute or be deemed to constitute a partnership, agency, association, joint venture or any other co-operative between the parties.

22.4. Variation. No modification of this Agreement shall be effective unless signed by a duly authorised officer of RISCO. RISCO's failure to object to provisions contained in any Customer document or communication shall not be deemed a waiver of the terms and conditions contained herein. RISCO reserves the right to revise and amend these terms and conditions from time to time. The Customer will be subject to the terms and conditions in force at the time of the Customer's order, unless any change to these terms and conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by Customer), or if RISCO notifies the Customer of the change to these terms and conditions before dispatch of the goods, in which case RISCO has the right to assume that the Customer has accepted the change to the terms and conditions, unless the Customer notifies RISCO to the contrary within 5 working days of receipt by the Customer of the products.

22.5. Entire Agreement. These Terms set out the entire and exclusive agreement between RISCO and Customer and, as the case may be, supersedes all prior proposals, representations, agreements or understandings concerning the subject matter addressed herein. The Customer acknowledges that, in entering into this Agreement, it has not relied on any statement, promise, undertaking or representation, express or implied, made or given by or on behalf of RISCO in any negotiations, which is not set out in this Agreement. Without limiting the generality of the foregoing, any terms or conditions set forth on any Customer documents and any communications (written or oral) between the parties that are inconsistent with, or are not included within, the terms and conditions of this Agreement shall not be binding on RISCO unless agreed in writing and signed by an authorized officer of each party.

Notwithstanding the above, in the event that a specific agreement is signed between RISCO and Customer, the terms hereof shall be complementary to the terms of such agreement and in the event of any discrepancies between the two, the terms of the specific agreement shall prevail save for the essential Terms of this Agreement which will survive.

22.6. Third Parties. A person who is not a party to these Terms shall not have any rights under or in connection with it.

22.7 Translations. The Terms are entered into in the English language. If the parties make a translation thereof in another language, such translation will be for information purposes only and the English version will apply in case of discrepancies or in case of inconsistency between the two versions.

23. APPLICABLE LAW & JURISDICTION

23.1. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Australia. Each party hereby irrevocably and unconditionally submits to the EXCLUSIVE jurisdiction of the Australian Courts. In any action or proceeding arising out of or relating to this Agreement or for recognition or enforcement of any judgment, each party hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in Australia. Each party agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

23.2 Each party irrevocably and unconditionally waives, to the fullest extent such party may legally and effectively do so, any objection that it may have or hereafter have to the venue of any suit, action or proceeding arising out of or relating to these Terms in any Australian Court. Each party irrevocably waives to the fullest extent permitted by law, any claim of inconvenient forum to the maintenance of such action or proceeding in any such court.

23.3 Any dispute arising out of or in relation to these Terms, including any dispute in relation to the respective rights or obligations of either party, shall be first referred to and attempted to be settled by mediation by the Australian Commercial Dispute Centre before any proceedings are commenced.

PRIVACY POLICY

Thank you for visiting Risco Group's Internet web site. Risco Group ("**We**") are committed to protecting and respecting your privacy and any personal information that you may provide to us. We recognise the importance of informing you how we treat information about you that we may receive from this Website

This policy (together with our Terms of Website Use below) sets out the basis on which we will process any personal data we collect from you, or that you provide to us, and is based on the National Privacy Principles in force from time to time pursuant to the *Privacy Amendment (Private Sector) Act 2000*. In the event of any conflict between the terms of this policy and our general terms and conditions of sale of goods (Terms & Conditions), the Terms & Conditions shall prevail. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

INFORMATION WE MAY COLLECT FROM YOU

"Personal information" is detailed information that can be used to identify an individual person (you), such as your name, mailing address, telephone number, fax number, and email address.

We may also collect non-personal information - detailed information in a form that does not permit identification of any specific individual person (you), such as your domain name, occupation, language, zip code, and area code.

We may collect and process the following data about you:

- Information that you provide by filling in forms on our Website <https://store.riscogroup.com> and any other website we may add and/or direct to from time to time ("**Our Sites**"). This includes information you provided at the time of registration to use either of our sites, subscribing to our service, posting material or requesting further services. We may also ask you for information when you report a problem with either of our sites.
- If you contact us, we may keep a record of that correspondence.
- Details of transactions you carry out through our sites and of the fulfillment of your orders.
- Details of your visits to our sites including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access.
- We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

USE OF INFORMATION

From time to time, we will use your personal information to send important notices, such as communications about the services we provide to you and changes to our terms and conditions. You may not opt out of receiving these communications.

The personal information you provide will also be used to respond to an inquiry from you. In addition, the personal information we collect will enable us to keep you posted on updates and other developments. If you don't want to be on this mailing list, you can opt out anytime by updating your preferences.

As is true of most websites, we gather some information automatically and store it in log files. This information may include Internet Protocol (IP) addresses, browser type and language, Internet service provider (ISP), referring and exit pages, operating system, date/time stamp, and click stream data.

Domain name information that we collect is not used to personally identify you. It is used to measure viewer statistics, such as the number of viewers that visit the Website, pages viewed, etc. We use this information to measure the use of our Website, and to improve the content of our Website.

We may collect, use, transfer, and disclose non-personal information for any purpose.

If we combine non-personal information with personal information the combined information will be treated as personal information for as long as it remains combined.

COOKIES

We may obtain information about your general internet usage by using a cookie file which is stored on your browser or the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve Our Sites and to deliver a better and more personalized service. Some of the cookies we use are essential for the site to operate.

If you register with us or if you continue to use Our Sites, you agree to our use of cookies.

Please note that our advertisers may also use cookies, over which we have no control.

You block cookies by activating the setting on your browser which allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of Our Sites. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies as soon you visit either of Our Sites.

SECURITY OF COLLECTED INFORMATION

We maintain commercially reasonable physical, electronic, and administrative safeguards to protect your personal information from unauthorised or inappropriate access. However, please note that no method of transmission over the Internet, or method of electronic storage, is 100% secure. We do not warrant that our security measures and systems cannot be hacked by an intruder. We restrict access to information about you to those of our employees who need to know the information to respond to your inquiry or request. Employees who misuse personal information are subject to disciplinary action.

By submitting your personal data, you agree that we will process and store this data, but we will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy. All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted using SSL technology. Where we have given you (or where you have chosen) a password which enables you to access certain parts of Our Sites, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will use reasonable efforts to protect your personal data, we cannot guarantee the security of your data transmitted to either of Our Sites; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

DISCLOSURE OF YOUR INFORMATION

We may disclose your personal information to any member of our group, but only if and as may be required by law, regulation or other government authority, in response to or in co-operation with regulatory inquiries in connection with investigations or to comply with applicable laws, rules, regulations, orders, subpoenas, or other legal processes. We may also disclose information about you if we determine that disclosure is necessary or appropriate for purposes of national security, law enforcement, or other issues of public importance.

We may also disclose information about you if we determine that disclosure is reasonably necessary to enforce any agreement between Us and You or to protect our operations or other users of Our Site, and our products and services.

Additionally, we may disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If Risco Group Inc. or substantially all of its assets are acquired by a third party or in any event of a reorganization, merger, we may transfer to the relevant third party any and all personal information we collect.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our Terms of Website Use or Terms & Conditions and other agreements; or to protect the rights, property, or safety of Risco Group UK Limited, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

YOUR RIGHTS

At times we may make certain personal information available to service providers and strategic partners that work with us to provide products and services, or that help us market to customers. Personal information will only be shared by us to provide or improve our products, services and advertising; it will not be shared with third parties for their marketing purposes.

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers, affiliates and other third parties. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. We cannot control how third parties may use personal information you disclose to them, so you should carefully review the privacy policy of any third-party web site you visit before using it or disclosing your personal information to it. While we make reasonable efforts to try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content, security, or privacy practices employed by other sites.

CHILDREN This Website is not intended for persons under 13 years of age. We do not knowingly solicit or collect personal information from or about children, and we do not knowingly market our products or services to children. If you are a parent or guardian and you believe your child has given us personal information, please email us and enter your detailed request to review such information and to have it deleted from our records.

INTERNATIONAL USERS

Information you provide may be transferred or accessed by entities around the world as described in this Privacy Policy. While our system is based in Israel, please be aware that data protection and privacy regulations elsewhere may not offer the same level of protection.

CHANGES TO OUR PRIVACY POLICY

Please note that we may need to update this Privacy Policy from time to time. Any major changes will be posted on this page at least 30 days following the change and, where appropriate, notified to you by e-mail. Please check this privacy policy periodically to inform yourself of any changes. Your continued use of Our Site and/or the continued provision by you of your personally identifiable information to us will be subject to the terms of the then-current Privacy Policy.

CONTACT

Questions, comments and requests regarding this privacy policy are welcome and should be addressed to info@riscogroup.com.

TERMS AND CONDITIONS OF WEBSITE USE

Welcome to the Risco Group Australia Pty. Ltd. Website <https://storesiscogroup.com> (“Website”). By using this Website you agree to be bound by its Terms and Conditions of the website, Terms and Conditions of Sale of Goods, our Privacy Policy and all disclaimers, terms and conditions and legal notices that appear elsewhere on the Website (“Terms”). Please read these Terms of Use carefully before you start to use the Website. If you do not agree to these Terms of Use, please refrain from using our Website.

We may from time to time modify or revise the Terms by updating this page. Your use of our Website following any such change constitutes your agreement to follow and be bound by the Terms as changed. If any change is unacceptable to you, your only recourse is to terminate your use of the Website. Additional Terms applicable to specific areas of this Website or to particular content or transactions are also posted in particular areas of the Website and, together with these Terms, govern your use of those areas or such transactions.

1. INFORMATION ABOUT Us

1.1 This Website is a site operated by Risco Group Australia Pty. Ltd. We are incorporated in Australia and have our registered office at C/O TMF Corporate Services AUST Pty Ltd., Level 16, 201 Elizabeth Street ,Sidney NSW 2000 (collectively “us,” “we,” or “our”).

2. USING OUR SITE

2.1 You are welcome to use the Website, and the information, images, writings, postings and/or other works that you see, hear or otherwise experience on the Site (“Content”) solely for your non-commercial, personal purposes including learning about our products and services. You have no right, title or interest in any Content, whether as a result of downloading such Content or otherwise. We reserve complete title and full intellectual property rights in all Content. Except as expressly authorized herein, you may not use, alter, copy, distribute, transmit, or derive another work from any Content obtained from the Website, except as expressly permitted by these terms below.

2.2 You are hereby granted a personal, non-exclusive, non-transferable, limited license to use this Website solely in accordance with these Terms, as they may be amended from time to time. You may not use our Website for any other purpose. You may not (and may not permit anyone else to) copy, sublicense, translate, reverse-engineer, reverse-compile or decompile, disassemble or make derivative works of our Site or any part thereof. This license shall terminate when your use of the Website is terminated for whatever reason.

2.3 Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice. We will not be liable if our Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our Website, or our entire Website, to registered users.

2.4 If you choose, or you are provided with, a password, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable your account at any time.

2.5 You are responsible for making all arrangements necessary for you to have access to our Website and also for ensuring that all persons who access our Website through your internet connection are aware of and comply with the Terms.

2.6 You agree that we, in our sole discretion, may terminate your use of this Website without prior notice if we believe that you have violated or acted inconsistently with the words or spirit of these Terms. Further, you agree that we shall not be liable to you or any third party for any termination of your access to our Website.

3. INTELLECTUAL PROPERTY RIGHTS (IPR)

3.1 The names, logos, and other materials displayed on this Site constitute trademarks, trade names, service marks or logos (“Marks”) registered and/or owned by us or by third parties. You are not authorized to use or register any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with us or those third parties. You are prohibited from using any of the Marks appearing throughout the Website without express written permission, except as permitted by applicable law.

3.2 The Content on this Website, including without limitation text, databases, software, code, music, sound, photos, and graphics, is protected by copyright laws, and belong to us or our partners, affiliates, contributors or third parties. The Content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or

redistributed in any way without our prior written permission and the prior written permission of applicable parties. You must abide by all copyright notices, information, or restrictions contained in or attached to any of the Content.

3.3 If you print off, copy or download any part of our Website in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

4. DISCLAIMER OF WARRANTIES

4.1 This Website, its contents, functions and all information, products and services contained in or offered through this Website are provided on an 'as is' and 'as available' basis without representations or warranties of any kind. We make no express or implied warranties, representations or endorsements whatsoever with respect to the Website, the service or the Content. We expressly disclaim all warranties of any kind, express, implied, statutory or otherwise, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, with regard to the Website, the service, the Content, and any product or service furnished or to be furnished via the Website. We do not warrant that the functions performed by the Website or the Service will be uninterrupted, timely, secure or error-free, or that defects in the Website or the service will be corrected. We do not warrant the accuracy or completeness of the Content, or that any errors in the Content will be corrected. Some jurisdictions do not allow the exclusion of certain warranties so some of the above exclusions may not apply to you.

4.2 Information posted on our site is not intended to amount to advice. We therefore disclaim all liability and responsibility arising from any reliance placed on information on our site.

4.3 We aim to update our site regularly, and may change the Content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

5. LIMITATION OF LIABILITY

5.1 The material displayed on our site is provided without guarantee, condition or warranty as to accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us or our partners, affiliates, contributors hereby expressly exclude: (a) all conditions, warranties and other terms which might otherwise be implied by law; & (b) any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Website, including without limitation any liability for: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, arising from (i) the use of or inability to use the Website or the Content or any websites linked to it and any materials posted on it, (ii) any transaction conducted through or facilitated by the Website; (iii) any claim attributable to errors, omissions, or other inaccuracies in the Website and/or the Content, (iv) unauthorized access to or alteration of your transmissions or data, or (v) any other matter relating to the Website or the Content, even if we have been advised of the possibility of such damages.

5.2 If you are dissatisfied with the Website, the Service, the Content, or with these Terms of Use, your sole and exclusive remedy is to discontinue using the Website.

5.3 Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, some of the above limitations may not apply to you. In such states, our liability is limited and warranties are excluded to the greatest extent permitted by law, but shall, in no event, exceed \$100.00.

6. INDEMNIFICATION

6.1 You understand and agree that you are personally responsible for your behavior on the Website. You agree to indemnify, defend and hold us harmless, and our affiliated companies, joint venturers, business partners, licensors, employees, agents, and any third-party information providers from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Website or the Content, or any violation by you of these Terms. This obligation shall survive the termination or expiration of these Terms of Use and/or your use of the Website.

7. INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

- 7.1 We process information about you in accordance with our Privacy Policy (see above). By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- 7.2 We do not want you to and are requesting that you not provide us via the Website with confidential or proprietary information. "Submission" is any material, information, or data you transmit to us or post to the Website. In the event that we do receive such unsolicited Submission, you agree that each Submission will be considered non confidential and non-proprietary. For all Submissions, (1) you guarantee to us that you have the legal right to post the Submission and that it will not violate any law or the rights of any person or entity, and (2) you give us the royalty-free, irrevocable, perpetual, worldwide right to use, distribute, display and create derivative works from the Submission, in any and all media, in any manner, in whole or in part, without any restriction or responsibilities to you.

8. TRANSACTIONS CONCLUDED THROUGH OUR SITE

- 8.1 Contracts for the supply of goods formed through our site or as a result of visits made by you are governed by our terms and conditions of supply of goods (see above).

9. VIRUSES, HACKING AND OTHER OFFENCES

- 9.1 You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our site, or any server, computer or database connected to our site. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack.
- 9.2 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any material posted on it, or on any website linked to it.

10. LINKING TO OUR SITE

- 10.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 10.2 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page without our prior written consent. We reserve the right to withdraw linking permission without notice.

11. JURISDICTION AND APPLICABLE LAW

- 11.1 These terms and our relationship between you and us shall be governed by the laws of Australia as applied to agreements made, entered into and performed entirely in Australia by Australian residents, notwithstanding your or our actual place of residence. All lawsuits arising out of the terms or out of your use of this Site shall be brought in the competent courts located in Sidney, and you hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose.

12. Miscellaneous

- 12.1 These terms constitute the entire and exclusive and final statement of the agreement between you and us with respect to the subject matter hereof, and govern your use of this Website, superseding any prior agreements or negotiations between you and us with respect to the subject matter hereof. Our failure to exercise or enforce any right or provision of these terms shall not constitute a waiver of such right or provision. If any provision of these terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of the terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this Website or these terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. You further agree that, except as otherwise expressly provided in these terms, there shall be no third-party beneficiaries to this agreement.

Thank you for visiting our site.