

## Terms and Conditions of Sale

Effective Date: 31-01-2024

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### 1. Definitions and interpretation

In this document:

- (a) **ACL** means Schedule 2 (The Australian Consumer Law) to the *Competition and Consumer Act 2010* (Cth).
- (b) **Yurika** means Yurika Pty Ltd (ABN 19 100 214 131) or any relevant subsidiary, division, affiliate, associated company or related entity of it which owns the Goods acquired by, or provides the Services to, the Customer, and, where the context permits, includes any agent, employee, successor or assign of them.
- (c) **Customer** means a person who has requested the supply of Goods or Services from Yurika and, where the context permits, includes employees, agents, successors and assigns of a Customer.
- (d) **Goods** means goods of any kind.
- (e) **Insolvent** includes the commencement of any process to make a person bankrupt or to enter into any arrangement under the *Bankruptcy Act 1966* (Cth), or (in the case of a corporation) liquidation, provisional liquidation, receivership, administration or the occurrence of any presumption of insolvency.
- (f) **Services** means services of any kind (other than the supply of electricity).
- (g) Words that imply the singular include the plural and vice versa and words that imply any gender include all genders and words that imply a person include a firm or corporation and vice versa.
- (h) Headings are provided for convenience of reference only and shall not affect the meaning of or construction of this document.

### 2. General

- (a) The following terms apply to the sale of any Goods or the provision of any Services by Yurika to a Customer after the Effective Date set out above, unless the parties sign a different formal agreement, or Yurika notifies the Customer that it has revised, replaced or discontinued use of this document.
- (b) Any previous terms applying between the Customer and Yurika are replaced by these terms.
- (c) Any agreement between Yurika and the Customer for the purchase or acquisition by the Customer of Goods or Services will be taken to be governed solely by these terms despite any term of any purchase order or other document from the Customer (with the exception of any alternative terms expressly agreed to by Yurika in writing). For clarification, mere correspondence or supply of an order by Yurika following receipt of a document from the Customer, including, without limitation, signing an acknowledgement in respect of that document, does not amount to an agreement to any alternative terms and these terms override any alternative terms completely.
- (d) Yurika will not be bound by any contract for the provision of Goods or Services to a Customer until:
  - (i) Yurika notifies the Customer in writing of Yurika's acceptance of the Customer's order; or
  - (ii) Yurika otherwise gives effect to the supply of the Goods or Services to the Customer under these terms, despite Yurika providing any quotation for the Goods or Services.
- (e) Quotations, designs and specifications for Goods or Services supplied by Yurika may be revised or withdrawn by Yurika at any time prior to Yurika's written acceptance of an order by a Customer.
- (f) An order for Goods or Services must:
  - (i) identify the Goods or Services ordered (including by providing stock codes);
  - (ii) identify the quantity and specifications required;
  - (iii) refer to any quotation pursuant to which the order is made; and
  - (iv) specify a reasonable timeframe within which the Customer requires the Goods or Services to be provided.

- (g) Yurika may reject in writing any order that does not comply with the requirements in clause 2(f) and will have no obligation to supply the Goods or Services. If Yurika is unable to meet the timeframe specified in an order, Yurika will advise the Customer of the revised timeframe that it can meet, and the Customer may, by written notice to Yurika, either agree to proceed with the order on the basis of the revised timeframe advised by Yurika or withdraw the order.
- (h) Yurika may also reject in writing an order, whether or not some quantity of those Goods or Services have previously been supplied to the Customer, where:
  - (i) the Goods or Services are unavailable for any reason; or
  - (ii) the Customer has defaulted under Yurika's terms of credit.
- (i) If, following acceptance of an order, Yurika determines acting reasonably that it will not be able to supply the Goods or Services due to the Goods or Services being unavailable, Yurika may cancel the order by notice in writing to the Customer. In these circumstances, Yurika will refund any payments made by the Customer in respect of the order but will have no other liability in respect of the order except as otherwise provided in clause 5.
- (j) Yurika may supply Goods or Services that vary from the Goods or Services ordered by the Customer, provided that:
  - (i) such variations are not material, as determined by Yurika acting reasonably, including by reference to any information provided by the Customer regarding the intended use of the Goods or Services that were ordered; and
  - (ii) the price of the Goods or Services that are supplied is not greater than the price of Goods or Services ordered by the Customer.
- (k) Notwithstanding clause 2(j)(i), if Yurika supplies Goods or Services that the Customer, acting reasonably, considers vary materially from (including supply of the incorrect Good or Service), or have a higher price than, those Goods or Services which the Customer ordered, the Customer may give notice to Yurika in accordance with clause 11(c).
- (l) If Yurika becomes aware that an invoice or equivalent document that it has provided to the Customer contains clerical errors or omissions (in computation or otherwise) which have resulted in the Customer being:
  - (i) overcharged, Yurika will inform the Customer and will repay the overcharged amount. Yurika will not pay interest on any overcharged amount; or
  - (ii) undercharged (including a failure to charge the Customer an amount), Yurika may recover the amount undercharged in accordance with the fees and charges contained in the quotation or otherwise made available by Yurika from time to time as outlined in clause 3. The Customer will not be charged interest on any undercharged amount.

### 3. Price

- (a) Subject to clause 3(b), unless an alternate price for any particular Goods or Services is agreed in writing by both parties, the price of Goods and Services will be Yurika's current standard price for the Goods or Services last published or notified to the Customer by Yurika prior to the date of delivery.
- (b) Where Yurika quotes a fixed price, and expressly states that that price will remain valid for a specified period (for example, 90 days), that price will only apply to an order by the Customer for the relevant Goods or Services placed during that period. After the expiry of that period, Yurika may quote an updated price and the Customer may, by written notice to Yurika, either agree to proceed with the order on the basis of the revised price advised by Yurika or withdraw the order.
- (c) If the Customer does not collect the Goods within 30 days of the date specified in the Customer's order as the Goods delivery date, Yurika is entitled to charge the Customer its reasonable storage costs in relation to the Goods.
- (d) Unless Yurika otherwise notifies the Customer in writing (for example, by quoting a *delivered* cost, which would therefore include delivery), all prices for Goods or Services do not include:
  - (i) insurance;
  - (ii) handling or packing;
  - (iii) storage;
  - (iv) demurrage;
  - (v) loading, unloading, transportation or delivery; or
  - (vi) goods and services tax, excise or any other tax or duty.

Should any mandatory costs, expenses, charges or taxes associated with the above and imposed by a third party be incurred by Yurika, or should Yurika be obliged to charge them, in respect of the provision of Goods or Services, the Customer must pay them to Yurika with the purchase price for the Goods or Services, as an additional amount.
- (e) Delivery charges may be negotiated and agreed on a Customer-by-Customer basis.
- (f) Yurika's preference is for an order for Goods to have a total purchase price of at least \$250. An order for Goods or Services with a total purchase price below \$50 will attract an administration charge of \$10 which must be paid by the Customer with the purchase price for the Goods or Services as an additional amount.
- (g) Where a deposit is specified in any quotation provided by Yurika, the Customer must pay the deposit when the order is submitted to Yurika for acceptance. Yurika will not be obliged to accept or give effect to any order until the deposit has been received by Yurika in cleared funds.

## 4. Payment terms and default

- (a) The Customer must pay Yurika in full for the Goods or Services within the period set out in Yurika's quotation or acceptance of the Customer's order. Subject to clause 4(b), the Customer must pay for Goods before they are delivered (irrespective of whether delivery is included in any contract) and for all Services before they are commenced.
- (b) Yurika may, in its absolute discretion, agree to provide Goods or Services on credit to the Customer.
- (c) If Yurika agrees to provide Goods or Services on credit to the Customer, unless otherwise agreed in writing by Yurika and the Customer:
  - (i) the Customer must pay in full within thirty (30) days from the date of Yurika's invoice (which Yurika may issue at any time);
  - (ii) the Customer is not entitled to any deduction or set off of any amount from the amount of the purchase price for the Goods or Services for any reason; and
  - (iii) if requested by Yurika, the Customer must separately agree in writing with Yurika the terms and conditions to apply to the provision of that credit before the Goods are delivered or the Services are commenced.
- (d) If any amount owing by the Customer to Yurika in respect of Goods or Services is overdue, Yurika may give a notice to the Customer requiring payment of the overdue amount within five business days from the date of notice.
- (e) If the Customer does not pay an overdue amount within five business days of a notice in respect of that amount provided in accordance with clause 4(d), or a Customer becomes Insolvent, Yurika may do any one (or more) of the following in its absolute discretion (without limiting its rights to damages or other legal rights):
  - (i) refuse to supply further Goods or Services and terminate any contract to do so, or suspend the supply of Goods or Services for a period;
  - (ii) withhold deliveries of Goods or performance of Services already ordered;
  - (iii) terminate or suspend for a period, the Customer's credit arrangements under clause 4(b) (at which time all amounts owing to Yurika by the Customer under all contracts and arrangements between them will be immediately due and payable without demand and payment for future Goods and Services will be required prior to the delivery of Goods or to the commencement of Services, despite any previous agreement by Yurika to provide Goods or Services on credit);
  - (iv) charge interest on the overdue amount at the rate of 5% per annum (calculated on daily balances on the amount overdue and capitalised monthly from the date it falls due until payment of all amounts overdue, and interest is paid in full); or
  - (v) re-take possession of Goods and remove or disable works arising from the provision of Services.

## 5. Warranties and liability limited

- (a) Subject to clauses 11 and (if relevant) 16, all express and implied terms, conditions, guarantees and warranties on the part of Yurika which might otherwise apply to or arise out of the sale or supply (or failure to supply) Goods or Services by Yurika to the Customer are excluded to the maximum extent permitted by law. For the avoidance of doubt, nothing in this clause is intended to prevent the application of the consumer guarantees regime contained in the ACL.
- (b) Subject to clauses 5(c), 11 and (if relevant) 16 and to the maximum extent permitted by law, Yurika will not be liable (whether under contract, in tort, in equity, under statute or otherwise) for any:
  - (i) damage to or loss of any property;
  - (ii) injury or death of any person; or
  - (iii) any other liability, loss, damages or compensation (including, without limitation, loss of prospective profits or production, loss of revenue, loss of opportunity, business interruption, loss of business reputation, damage to credit rating, increased costs of production, wasted overheads or expenses or special, indirect or consequential loss or damages),(together **Loss**) arising out of or in connection with the supply of Goods or Services or failure to supply Goods or Services to the Customer including, without limitation, any Loss arising from or in connection with:
  - (iv) any defect in the Goods or Services (including, without limitation, in their design);
  - (v) the Goods or Services not being fit for the Customer's purpose (whether or not disclosed to Yurika) or any other purpose;
  - (vi) the Goods or Services failing to conform to their description or meet any specification (whether provided by Yurika or the Customer); or
  - (vii) late delivery of the Goods or late performance of the Services.
- (c) Except in the case of consequential loss or damages, the limitation of liability in clause 5(b) does not apply to Loss that is willfully caused by Yurika or Loss resulting from Yurika's negligence.

## 6. Indemnities

- (a) The Customer indemnifies and will continue to indemnify Yurika against any claims made against Yurika by the Customer or any third party (including, without limitation, in respect of any Loss) arising from or in connection with the supply (or non-supply) of Goods or Services by Yurika to the Customer (including, without limitation, any Loss referred to in clause 5(b) and clause 7(c) and legal costs on a full indemnity basis) where that claim or Loss is otherwise excluded

under clause 5.

- (b) The Customer indemnifies and will continue to indemnify Yurika against all injuries, losses, damages and expenses (including legal costs on a full indemnity basis) suffered by the Customer or any third party in connection with the supply (or non-supply) of Goods or Services by Yurika to the Customer, to the extent that the injury, loss, damage or expense is caused, or contributed to, by the Customer's negligence or its breach of these terms.

## 7. Delivery times

- (a) Subject to the terms of this document, Yurika will make reasonable efforts to have Goods and Services supplied to the Customer on the date agreed between them as the Goods delivery or Services commencement date.
- (b) Any date specified or agreed by Yurika for completion, delivery, dispatch, shipment or arrival of Goods or performance of Services or for tender of any documents, is an estimate only and does not constitute a condition of the contract for supply or part of the description of the Goods or Services.
- (c) Except where Yurika has acted negligently or willfully in failing to perform, Yurika shall be under no liability of any kind should delivery or installation not be made on such date and shall not be liable for any Loss arising from or in connection with failure or delay in delivery or supply.

## 8. Risk

The risk in Goods purchased by the Customer from Yurika will, unless otherwise agreed by all parties in writing, pass to the Customer upon:

- (a) delivery of the Goods to the Customer or its agent or to a carrier commissioned by the Customer; or
- (b) installation of the Goods by Yurika (where installation by Yurika is part of the Services being provided by Yurika under this document).

## 9. Retention of Title

- (a) To the extent permitted by law, Yurika will retain title to the relevant Goods until Yurika receives payment in full for those Goods. The parties agree that any amounts received by Yurika will be applied in accordance with the purchase order number and invoice number quoted by the Customer when making the payment.
- (b) Pending the title to the Goods passing to the Customer, the Customer must:
  - (i) store the Goods properly and in a way which clearly indicates Yurika's title to the Goods; and
  - (ii) keep the Goods separate from other goods of a similar nature which it may have in its possession.
- (c) Subject to the exception in clause 9(d) and any re-sale of the Goods in compliance with clause (e)9(e), the Customer agrees not to re-sell, transfer, mortgage, charge, dispose of or part with possession of Goods or mix them with or attach or affix them to other materials or land or otherwise make them unable to be restored to Yurika in their original state and free from encumbrances until title to those Goods has passed to the Customer in accordance with clause 9(a).
- (d) Clause 9(c) does not apply to the re-selling of goods by a Customer which on-sells goods similar to the Goods in the ordinary course of its business.
- (e) If[, despite clause 9(c),] the Customer re-sells or otherwise deals with Goods before they are paid for in full, the Customer must account to Yurika for an amount equal to the original sale price of the Goods from Yurika to the Customer. The Customer must hold this amount separate from its own funds and will in any event hold it in trust for Yurika.
- (f) If the Customer fails to pay any amount of the Customer's indebtedness to Yurika when it is due to Yurika, Yurika may, without prejudice to any of its other rights and remedies, recover and/or resell any of the Goods to which the Customer's indebtedness relates where title has not passed to the Customer.
- (g) If the Customer sells Goods before title to them passes from Yurika to the Customer, the Customer as a fiduciary:
  - (i) will be taken to have assigned to Yurika the benefit of any claim against the purchaser; and
  - (ii) must account fully to Yurika for the proceeds of the sale (unless and until the Customer's total indebtedness to Yurika is discharged).
- (h) The Customer authorises Yurika and Yurika's agents and employees to enter on any premises necessary to take possession of Goods, at reasonable times and during usual business hours, in any circumstances where Yurika is entitled to retake possession of those Goods under this document. If Yurika does retake possession of Goods owned by it:
  - (i) the original sale of the Goods will be deemed to have been cancelled;
  - (ii) the Customer must pay to Yurika on demand any difference between (on the one hand) the original sale price of the Goods to the Customer plus all costs reasonably incurred by Yurika arising out of the default and repossession and (on the other hand) the value of those Goods if Yurika (acting reasonably and in good faith) determines that the value of those Goods after repossession is lower than the original sale price of those Goods plus all costs reasonably incurred by Yurika arising out of the default and repossession; and
  - (iii) if payment has been made by the Customer purportedly in respect of that sale, Yurika may reappropriate that payment to other debts of the Customer to Yurika under this document (including, without limitation, amounts owing under paragraph (ii)) and if there is a surplus after such appropriation, the surplus will be promptly refunded to the Customer.

## 10. Personal Property Securities Act

- (a) Yurika may register a financing statement on the register in respect of any security interest which it considers arises out of this document or the transactions contemplated by it (including before that security interest attaches).
  - (b) The Customer:
    - (i) must promptly do anything (for example, obtaining consents, signing documents, having others sign documents, supplying information and entering into a subordination or priority agreement with any other secured party) which Yurika reasonably requests to:
      - (A) ensure that any security interest granted to Yurika under this document is perfected, first ranking and otherwise enforceable against third parties;
      - (B) enable Yurika to apply for any registration, or give any notification, in connection with the security interest, so that any security interest granted to Yurika under this document has the priority required by Yurika; or
      - (C) assist Yurika to exercise any right in connection with any security interest granted to Yurika under this document; and
    - (ii) irrevocably appoints Yurika and each officer and lawyer of Yurika severally as its attorney to do all things (including sign all documents) reasonably required by Yurika to fully exercise Yurika's rights under this clause 10(b) if the Customer fails to do so (and the Customer must pay Yurika on demand any costs reasonably incurred by Yurika in doing so).
  - (c) Yurika's security interest in any Goods provided to the Customer extends to all proceeds of the Goods.
  - (d) Regardless of whether the Customer has breached this document, if the Customer also acquires a security interest in the Goods (for example, if the Customer leases them or otherwise parts with possession of them), the Customer must take all steps reasonably necessary, or which are prudent for a person conducting a similar business to:
    - (i) obtain the highest-ranking priority possible in respect of that security interest (such as duly perfecting a purchase money security interest) except to the extent it is reasonable not to do so, taking into account the costs and risks involved; and
    - (ii) minimise the risk of a third party acquiring an interest free of Yurika's security interest or the Customer's security interest (such as including serial numbers in a financing statement).
  - (e) The Customer waives:
    - (i) any right it may have at any time, including under sections 144 and 157 of the PPSA, to receive a copy of a verification statement or other notice contemplated in the PPSA; and
    - (ii) its right to receive anything from Yurika under section 275 of the PPSA and agrees not to make any request of Yurika under that section, but this does not limit the Customer's rights to request information other than under section 275.
  - (f) The Customer and Yurika agree that neither of them will disclose any information of the kind mentioned in section 275(1) of the PPSA (except as provided for in section 275(7)). For the purposes of section 275(6) of the PPSA, the parties agree that the information set out in this document and any information of the kind referred to in section 275(1) of the PPSA relating to any security interest under this document is confidential in nature and that each party owes the other a duty of confidence in relation to all such information.
  - (g) The Customer authorises and requests Yurika to obtain from the holder of any other security interest in the Goods any of the information referred to in section 275(1) of the PPSA relevant to that security interest.
  - (h) To the extent this document or the transactions contemplated by it give rise to a security interest, the parties agree that pursuant to section 115 of the PPSA, they need not comply with each provision of the PPSA which section 115 permits (other than, in respect of any security interest held by Yurika, sections 117, 118, 123, 126, 128, 129, 134(1) and 135).
  - (i) To the extent permitted by the law, section 115 of the PPSA and this document and until absolute title to the relevant Goods has passed to the Customer, the Customer agrees that Yurika owns, and the Customer waives any rights it may hold to have anything installed in or affixed to those Goods, including any rights the Customer might otherwise have under Part 3.3 of the PPSA.
  - (j) Subject to the terms of this document (including clause 2(c)), where Yurika provides the Customer with Goods over which Yurika holds any security interest, the Customer agrees that:
    - (i) the description of the particular collateral for the purposes of any security agreement between Yurika and the Customer will be contained in the Customer's order for the Goods and in the invoice provided to the Customer by Yurika; and
    - (ii) by:
      - (A) placing an order for Goods with Yurika; or
      - (B) accepting delivery of Goods from Yurika,
- the Customer adopts and accepts, in respect of such Goods described in paragraph (A) or (B) (as the case may be):
- (C) this document;
  - (D) any other documents as agreed by Yurika and the Customer (whether in existence at that time or not) that provide written evidence of any security agreement between Yurika and the Customer including, for the

avoidance of doubt, the Customer's order for the Goods and the invoice provided to the Customer by Yurika.

- (k) For the purposes of section 14(6)(a) of the PPSA, the parties agree that payments made by the Customer to Yurika must be applied in the following order:
  - (i) to obligations that are not secured, in the order in which those obligations were incurred;
  - (ii) to obligations that are secured, but not by purchase money security interests, in the order in which those obligations were incurred; and
  - (iii) to obligations that are secured by purchase money security interests, in the order in which those obligations were incurred.
- (l) For the purposes of this clause:
  - (i) **PPSA** means the *Personal Property Securities Act 2009* (Cth) and all regulations and other subordinate legislation pursuant to it; and
  - (ii) unless otherwise defined, terms and expressions in this clause (including 'security interest', 'security agreement', 'perfected' and 'collateral') that are defined in the PPSA shall have the same meaning as they have in the PPSA.

## 11. Remedies of Customer

- (a) Despite any other term of this document:
  - (i) the exclusions of terms, conditions, guarantees and warranties and the limitations and exclusions of liability in clause 5, this clause 11 and (if relevant) clause 16 are subject to any law (including the ACL) to the extent that it does not permit such terms, conditions, guarantees and warranties to be excluded or such liability to be excluded or limited;
  - (ii) if the Customer has the benefit of any consumer guarantee under the ACL (or an equivalent statutory provision), this document does not exclude, restrict or modify that guarantee or any statutory remedy arising from that guarantee or provision but, to the maximum extent permitted by law, Yurika's liability for breach of any consumer guarantee (or equivalent statutory provision) is limited to:
    - (A) in the case of the supply of Goods by Yurika to the Customer:
      - (1) replacement of the Goods or the supply of equivalent goods;
      - (2) repair of the Goods;
      - (3) payment of the cost of replacing the Goods or of acquiring equivalent goods; or
      - (4) payment of the cost of repairing the Goods,
 as determined by Yurika in its absolute discretion;
 

and
    - (B) in the case of supply of Services by Yurika to the Customer:
      - (1) supply of the Services again; or
      - (2) the payment of the cost of having the Services supplied again, as determined by Yurika in its absolute discretion,
 but Yurika may not rely on this limitation of liability to the extent that it:
    - (C) is not fair or reasonable pursuant to sections 64A(3) and (4) of the ACL or any similar applicable Commonwealth or State legislation;
    - (D) relates to a guarantee contained in sections 51, 52 or 53 of the ACL; or
    - (E) relates to Goods or Services of a kind ordinarily acquired for personal, domestic or household use or consumption.
- (b) The Customer agrees to:
  - (i) inspect any Goods promptly upon delivery;
  - (ii) inspect how Services have been performed promptly after they have been provided; and
  - (iii) carry out any tests that a reasonable and prudent customer would carry out on the Goods or Services to ensure they are acceptable to the Customer.
- (c) The Customer must give written notice to Yurika of any alleged irregularity in quantity or description, any damage or defects or any other claim in relation to Goods or Services provided to the Customer by Yurika within ten business days from the delivery or supply of those Goods or Services.
- (d) Where the Customer provides a written notice in accordance with clause 11(c), Yurika will investigate and provide the Customer with a written response and its proposed remedy within ten business days. Subject to the Customer's rights (if any) under the ACL, the Customer agrees that it cannot reject or claim any remedy of any kind in relation to Goods supplied to it by Yurika that were:
  - (i) produced and manufactured on the Customer's instructions, and where the defect or issue with the Goods arises as a result of those instructions diverging from Yurika's ordinary practice;
  - (ii) damaged in transit (except where delivery is arranged by Yurika);

- (iii) classified by Yurika as non-returnable at the time of accepting the order on the basis that the goods are unsuitable for use by an alternative customer, except where the Customer claims that the Goods are defective; or
  - (iv) in any way altered (other than in the usual course of use) or damaged by the Customer.
- (e) The Customer must maintain proper care of any Goods referred to in clause 11(c) so as to prevent any damage to the Goods until the earlier of:
  - (i) Yurika collecting the Goods from the Customer; or
  - (ii) the Customer returning the Goods to Yurika.
- (f) Subject to the Customer's rights (if any) under the ACL, Goods referred to in clause 11(c) must be returned to the Yurika site from which they were purchased. Yurika will indemnify the Customer for any additional costs incurred as a direct result of returning of such goods.
- (g) Where the Customer does not have the benefit of any consumer guarantee under the ACL and the Customer fails to comply with:
  - (i) clause 11(c);
  - (ii) clause 11(e); or
  - (iii) clause 11(f) within 14 days following notification of a claim pursuant to clause 11(c),the Customer shall lose any right to reject the Goods or Services or to claim any remedy of any kind (including damages) against Yurika in respect of the Goods or Services.
- (h) Unless otherwise agreed in writing between the parties, Yurika will not be obliged to provide the Customer with any remedy of any kind in relation to Goods or Services referred to in clause 11(c) until a representative of Yurika has inspected the relevant Goods or Services.
- (i) If a Customer is unsatisfied with a remedy proposed by Yurika in accordance with clause 11(c), the parties must seek to resolve to the dispute in good faith. If the parties are not able to agree a resolution within 30 days of the Customer notifying Yurika that it is not satisfied with the proposed remedy, the Customer may seek a remedy in accordance with clause 14.

## 12. Severability

If any term in this document cannot be given effect for any reason, that term or the part which cannot be given effect, shall be taken to be deleted or read down restrictively, and the remaining terms will remain valid and binding on the parties.

## 13. Waiver

Any failure by a party at any time to enforce any of these terms or any terms of any other contract between the parties, or any forbearance, delay or indulgence granted by a party, will not constitute a waiver of that party's rights. No term of this document or any terms of any other contract between the parties will be waived or deemed to be waived unless that waiver is in writing and signed by the waiving party. No waiver by either party of a term of this document or otherwise in any contract will be construed as a continuing waiver by it of the term or provision.

## 14. Law and Jurisdiction

All contracts between Yurika and the Customer to which this document applies shall be governed by and construed in accordance with the laws of Queensland. The Customer submits to the jurisdiction of courts in Brisbane in respect of any litigation relating to the supply (or non-supply) of Goods or Services.

## 15. Force Majeure

- (a) Yurika may, without liability of any kind, totally or partially suspend the supply of Goods or Services during any period in which Yurika is prevented or hindered from supplying them due to any circumstances outside its reasonable control, including but not limited to strikes, lockouts, raw material shortages, accidents, breakdowns of plant or machinery, epidemics, pandemics or quarantine restrictions.
- (b) To the extent that Yurika is not performing its obligations under this document because of a cause referred to in paragraph (a), the Customer may purchase replacement Goods or Services elsewhere, at its own cost and risk, as may be necessary to cover any urgently needed requirements during such period in substitution for the Goods or Services not supplied by Yurika and may by notice in writing to Yurika terminate the contract for the replaced Goods or Services from Yurika under this document.
- (c) Yurika will not be liable to the Customer for any Loss arising from or in connection with such suspension, and in particular Yurika will be under no obligation to deliver at any future date, any Goods or Services not delivered during the period of suspension (although it may elect to do so to the extent that the Customer has not exercised its rights under clause 15(b)).

## 16. Electric Vehicle Chargers- Warranty

Notwithstanding clauses 5 and 11, where the Goods supplied in accordance with the terms of this document are electric vehicle chargers for which Yurika offers an additional warranty, the warranty provisions will be contained in the Special Conditions notified to the Customer in Yurika's quotation for the Goods and the Special Conditions will be incorporated into these terms upon acceptance by Yurika of the Customer's order.