

**PRO-MECH ENGINEERING SOLUTIONS PTY LTD  
GENERAL TERMS & CONDITIONS OF PURCHASE**



**1. DEFINITIONS**

- 1.1 "Pro-Mech" means Pro-Mech Engineering Solutions Pty Ltd, its subsidiaries and other affiliates named in the Order who agrees to purchase the Goods from Seller.
- 1.2 "Conditions" means the terms and conditions of purchase as set out in this document.
- 1.3 "Confidential Information" means any and all information provided by Seller's Group or Pro-Mech's Group under the Contract.
- 1.4 "Contract" means any contract for the supply of Goods by Seller to Pro-Mech which incorporates these Conditions and the Order.
- 1.5 "Delivery Date" means the date specified in the Order as when the Goods and/or Services are to be delivered.
- 1.6 "Delivery Point" means the delivery point set out in the Order.
- 1.7 "Goods and/or Services" means the goods, services and/or other items to be supplied to Pro-Mech by Seller in accordance with the Order.
- 1.8 "IPR" means any and all intellectual property rights protected under the law anywhere in the world, including without limitation, patents, designs, copyright, trademarks, know-how, technical information, rights in data and database rights (whether registered or unregistered or any applications for registration) whether now known or future.
- 1.9 "Order" means the written order made by Pro-Mech for Goods and/or Services from Seller.
- 1.10 "Personal Data" shall mean any information relating to an identified or identifiable individual, unless otherwise defined under applicable laws related to the protection of individuals, the processing of such information, and security requirements for and the free movement of such information.
- 1.11 "Price" means the price payable by Pro-Mech for the Goods and/or Services set out in the Order inclusive of all costs associated with packaging, delivery and any other applicable duties and taxes, levies expenses and charges.
- 1.12 "Seller" means the entity named in the Order who agrees to sell the Goods to Pro-Mech.
- 1.13 "Seller's Group" shall mean the Seller, any Associated Company of the Seller, Seller's other suppliers and sub-suppliers of any tier and their respective associated companies (but always excluding Pro-Mech) and the respective officers, employees (including agency personnel), agents, directors and successors of any of them.

**2. CONDITIONS APPLICABLE**

- 2.1 No terms or conditions endorsed on, delivered with or contained in the Seller's confirmation of the Contract, specification or other documents shall form part of the Contract generally or as a result of such document being referred to in the Contract. For the avoidance of doubt any reference by the Seller or Seller's representative to Seller's terms and conditions in its quotation or other documentation presented by the Seller, including any such endorsement or marking on the Seller's confirmation, in connection with the Contract will have no effect on the Contract, unless mutually agreed upon in writing by Pro-Mech and the Seller.
- 2.2 These Conditions shall apply to all Contracts to the exclusion of all other terms and conditions which Pro-Mech purports to apply in any form whatsoever. Pro-Mech's or any third party's differing or contrary terms shall only apply if expressly agreed upon by Seller in writing.
- 2.3 In the event any special terms are agreed between Pro-Mech and Seller and incorporated into the Contract, such special terms shall take precedence over these Conditions.
- 2.4 The Contract shall be deemed to be made on receipt by Seller of an Order from Pro-Mech.
- 2.5 All instructions, notices, agreements, authorizations, approvals and acknowledgements shall be in writing. All such documentation together with all correspondence and other documents shall be in the English language.

**3. THE PRICE AND PAYMENT**

- 3.1 In consideration of Seller's satisfactory performance and completion of the Services and/or provision of Equipment, Pro-Mech shall pay or cause to be paid to Seller the Price specified in the applicable Purchase Order at the times and in the manner specified herein. The Price shall be Seller's full compensation for all things to be supplied or performed by the Seller under the Purchase Order, with the exception of any applicable taxes which shall be shown as a separate item on the invoice in addition to the Price at the appropriate rates.
- 3.2 Seller shall submit invoices in a form which complies with applicable law on the later of delivery or acceptance of the Goods by Pro-Mech within thirty (30) days after the end of each calendar month. Invoices shall be adequately supported by all relevant documentation required to substantiate any claim for payment. Such documentation includes without limitation and where applicable, authorized timesheets, third party invoices, cargo summary tickets and expense receipts. All invoices must contain reference to the applicable Purchase Order number. Failure by Seller to adhere to the conditions of this clause may result in delayed payment or rejection of the invoice by Pro-Mech.
- 3.3 Pro-Mech shall pay for the Goods within 45 days of receipt of an invoice submitted in the approved form. Time for payment shall not be an essential or material condition of the Contract that would allow Seller to cancel or terminate the Contract or claim damages.
- 3.4 Pro-Mech will only pay for the quantity of Goods delivered as set out in the Order or agreed otherwise.
- 3.5 Without prejudice to any other right or remedy, Pro-Mech has the right to set off any monies owing at any time to Seller against any monies due to Pro-Mech from Seller and/or for Seller's breach of any Contract. Seller must pay Pro-Mech's costs (including legal costs) of and incidental to the enforcement or attempted enforcement of its rights, remedies and powers under these Conditions.
- 3.6 If there is any invoice which is in dispute (whether in whole or part), Pro-Mech shall be entitled to withhold payment of the relevant invoice in full. The parties shall enter into good faith discussions to resolve such dispute.

**4. WARRANTIES AND REMEDIES**

- 4.1 Seller warrants that for a period of 18 months from the date of acceptance of the Goods and/or Services by Pro-Mech all Goods and/or Services supplied by Seller shall:
  - (i) Comply in all respects with the specifications referred to in, or incorporated into, the Order;
  - (ii) Be fit for purpose;
  - (iii) Be of good and merchantable quality, free from any defects in design, materials and workmanship; and
  - (iv) Conform with all applicable laws, licences, permissions, authorisations, consents and permits applicable to the design, manufacture, processing, storage, testing and delivery of the Goods and/or Services.
- 4.2 Seller further warrants that:
  - (i) All Goods and/or Services supplied by Seller do not and will not in any way infringe or violate any IPR or Confidential Information, nor any contractual, employment or other rights of third parties;
  - (ii) It has and will convey to Pro-Mech, good and marketable title to the Goods and/or Services and that all Goods and/or Services are and will remain free and clear of all security interests and all other liens and encumbrances; and
  - (iii) It has full capacity and authority to enter into the Contract and the necessary expertise to comply with the Contract.
- 4.3 Seller agrees to assign to Pro-Mech the benefit of any warranties in respect of the Goods and/or Services which Seller enjoys the benefit of in addition to those warranties provided in accordance with Conditions 4.1 and 4.2 and Seller agrees and acknowledges that any warranty given pursuant to these Conditions shall extend for the benefit of Pro-Mech and any customers of Pro-Mech who shall have available the same remedies against Seller as Pro-Mech has under the Contract.
- 4.4 Without prejudice to any other rights of Pro-Mech, where Seller supplies Goods and/or Services which do not comply with the warranties set out in this Condition 4, Seller shall at Pro-Mech's sole option promptly repair or replace such Goods and/or reperform such Services (as appropriate) without any additional charge to Pro-Mech including but not limited to any costs associated with opening up, dismantling, re-assembly, making good after repairs, testing of such Goods to Pro-Mech's reasonable satisfaction and transportation costs including offshore transportation and/or accommodation costs associated with reperformance of the Services. If Seller fails to repair or replace the Goods or reperform the Services, Pro-

Mech's may at its sole option:

- (i) Cancel the Order and require Seller to collect the Goods from Pro-Mech at Seller's cost and risk;
  - (ii) Recover from Seller all losses associated with the delivery of such Goods and/or Services including but not limited to Pro-Mech's increased cost of purchasing replacement products and/or services on the spot market and any damages incurred by Pro-Mech for late delivery under sale contracts with its customers;
  - (iii) Repair or replace any Goods and/or reperform any Services itself, or through an agent, subcontractor or otherwise at Seller's cost; and/or
  - (iv) Receive a full refund of that part of the Price paid for the defective Goods and/or Services.
- 4.5 Unless Seller collects Goods from Pro-Mech promptly upon receipt of notice of the defect Pro-Mech may dispose of them as Pro-Mech shall think fit. During the period between delivery of the Goods to Pro-Mech and collection by Seller, Pro-Mech shall not be liable for any loss or damage caused to the damaged Goods.
- 4.6 If any of the foregoing warranties are breached, Seller agrees to correct all defects and nonconformities, to be liable for all direct and other damages suffered by Pro-Mech and any other persons, and is to defend and indemnify Pro-Mech from any claim (including all costs, expenses, and attorney's fees in defending any such claim) asserted by any person resulting in whole or in part from such breach.

**5. DELIVERY AND INSPECTION**

- 5.1 Delivery shall be to the Delivery Point on the Delivery Date in accordance with the applicable Incoterm (or other delivery requirements) specified in the Order.
- 5.2 The Seller shall ensure that each delivery is accompanied by a delivery note which shows, among other things, the Contract number, date of Contract, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 5.3 Time of delivery of the Goods and/or Services shall be an essential or material condition of the Contract. If the Goods and/or Services are not delivered by the Delivery Date, then without prejudice to any other rights Pro-Mech may have, Pro-Mech reserves the right to:
  - (i) Refuse to take delivery of the Goods and/or Services;
  - (ii) Terminate the Contract with immediate effect, and/or
  - (iii) Recover from Seller all losses and/or damages associated with such delay including but not limited to Pro-Mech's increased cost of purchasing replacement products and/or services on the spot market and any damages incurred by Pro-Mech for late delivery under sale contracts with its customers.
- 5.4 Where Pro-Mech agrees in writing to accept delivery by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless, failure by the Seller to deliver any one instalment shall entitle Pro-Mech at its option to treat the whole Contract as repudiated.
- 5.5 If the Goods and/or Equipment are delivered to Pro-Mech in excess of the quantities ordered, Pro-Mech shall not be bound to pay for the excess and any excess shall be and shall remain at the Seller's risk and shall be returnable at the Seller's expense.
- 5.6 If the Goods and/or Services are delivered before the Delivery Date, Pro-Mech shall be entitled at its sole discretion to refuse to take delivery of the Goods and/or Services or to charge Seller for insurance and storage of the Goods until the Delivery Date.
- 5.7 All Goods supplied shall be properly shipped/transported, packaged and secured in such a manner as to reach the Delivery Point in a good condition.
- 5.8 Seller shall implement and maintain a quality assistance system in the ISO 9000 series or equivalent and have a documented Health, Safety and Environment (HSE) system appropriate to the scope of supply. Pro-Mech and its authorised personnel shall have the right to carry out audits of the quality assurance and HSE systems of Seller and Seller's suppliers.
- 5.9 Seller shall permit Pro-Mech or anyone appointed by Pro-Mech to inspect and test the Goods and/or Services during their manufacture, processing or implementation. No such inspection or test shall relieve Seller of its obligations as set out in the Contract or at law or shall constitute acceptance of the Goods and/or Services by Pro-Mech.
- 5.10 Pro-Mech shall not be deemed to have accepted any part of the Goods and/or Services until after Pro-Mech (or Pro-Mech's customer) has inspected the Goods and/or Services following delivery and confirmed that they are in accordance with the Contract. Pro-Mech may reject any Goods and/or Services supplied which are not in accordance with the Contract and upon such rejection the remedies set out in Condition 4.4 will be immediately available to Pro-Mech.
- 5.11 The acceptance of the Goods and/or Services by Pro-Mech as determined in this Condition 5 is without prejudice to Pro-Mech's rights and Seller's obligations under Conditions 4 and 6.
- 5.12 Title of the Goods and/or Services shall pass to Pro-Mech on delivery.

**6. LIABILITY AND INSURANCE**

- 6.1 Seller shall indemnify in full, defend and hold Pro-Mech (who for the purposes of this Condition 6.1 shall include Pro-Mech and their customers) harmless from and against any and all actions, losses claims, damages, liabilities and settlements as well as costs and expenses, including but not limited to legal fees, related to the defence of any of the above ("Damages") which may be asserted against Pro-Mech or to which Pro-Mech may hereafter be subject by reason of:
  - (i) Death or personal injury to any person;
  - (ii) Damage to or destruction or loss of use of any property, including loss of use thereof, and damage to the environment;
  - (iii) Seller's breach of any of its obligations under the Contract whether in contract, tort (including negligence), breach of statutory duty or otherwise;
  - (iv) All claims made against Pro-Mech arising out of the acts and/or omissions of Seller and/or Seller's personnel; and/or
  - (v) Any and all third-party claims for infringement of IPR in the Goods and/or Services supplied by Seller.
- 6.2 Seller shall at all times maintain in force adequate and suitable insurance with a reputable insurance company over the Goods and/or Services and its liabilities under the Contract (including product liability, professional indemnity insurance, public liability insurance and employer's liability insurance cover) naming Pro-Mech as an additional insured, waiving all rights of subrogation against Pro-Mech and making such insurances primary and on request from Pro-Mech shall provide proof of such insurance.
- 6.3 Nothing in these Conditions excludes or limits the liability of either party for death or personal injury caused by its negligence or intentional or wilful misconduct or any liability for fraud or fraudulent misrepresentation or any other liability that cannot be restricted by law.
- 6.4 Pro-Mech shall not be liable to Seller, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:
  - (i) Loss of profit;
  - (ii) Loss of goodwill;
  - (iii) Loss of business;
  - (iv) Loss of production;
  - (v) Loss of business opportunity;
  - (vi) Loss of anticipated saving; or
  - (vii) Special, indirect or consequential damage or loss; suffered by the other party that arises under or in connection with the Contract.
- 6.5 Goods supplied by the Seller to Pro-Mech are at the Seller's risk until delivery to Pro-Mech or into the Pro-Mech's custody (whichever is the sooner).
- 6.6 Clause 6.5 is subject to any applicable Incoterm.

**7. CANCELLATION AND SUSPENSION**

- 7.1 A Contract may be cancelled or suspended in writing by Pro-Mech at any time prior to the Delivery Date without cost or liability to Pro-Mech except in relation to any carriage charges demonstrated by Seller for Goods already in transit. Seller may not cancel or suspend a Contract without Pro-Mech's prior consent.
- 7.2 A Contract may be amended in writing by Pro-Mech provided that if such amendment causes an increase or decrease in the price of the Goods or the Delivery Date the parties shall, acting in good faith, reasonably agree an adjustment to the price and/or Delivery Date.

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**8. TERMINATION**

- 8.1 Pro-Mech may terminate the Contract, or any or all Purchase Orders in whole or in part, with immediate effect from the date of service of written notice to Seller:
- (i) If Seller commits a material and/or persistent breach of any of their obligations under the Contract and (if the breach is capable of remedy) fails to remedy it within the time stated in any written notice provided by Pro-Mech;
  - (ii) If Seller commits any act which brings or is likely to bring Pro-Mech into disrepute or which damages or is likely to damage their interests;
  - (iii) If Seller or its parent company becomes bankrupt or insolvent, is unable to pay its debts as they fall due, goes into liquidation, has a receiving or administration order made against it or a petition or application made for same, makes an arrangement with its creditors, or carries on business under a receiver, trustee, administrator or supervisor for the benefit of its creditors, or if any act is done or event occurs which (under applicable laws) has an equivalent or similar effect to any of these acts or events; or
  - (iv) If Seller undergoes a change in control.
- 8.2 If Pro-Mech gives the Seller notice of termination of all or any part of the Purchase Order or Contract, such notice shall become effective on the date specified therein whereupon the Seller shall immediately:
- (i) Cease performance of the Services or provision of Equipment as may be specified in the notice;
  - (ii) Allow Pro-Mech or its nominee full right of access to take over the performance of Services or provision of Equipment or the relevant part thereof;
  - (iii) Assign to Pro-Mech, or its nominee, to the extent desired by Pro-Mech, all or the relevant parts of the rights, titles, liabilities, and subcontracts relating to the performance of Services or provision of Equipment which the Seller may have acquired or entered into. Pro-Mech shall have the right to obtain completion by other sellers.
- 8.3 In the event of termination under Clause 8.1, the Seller shall be entitled to payment as set out in the applicable Purchase Order for the part of the Services performed or Equipment provided in accordance with the Contract. Any additional costs reasonably incurred by Pro-Mech as a direct result of such termination shall be recoverable from the Seller.

**9. VARIATION**

- 9.1 Pro-Mech may require a variation to the Contract at any time by notifying Seller of the variation in writing. Seller shall, without undue delay, submit a written confirmation describing the variation work together with an estimate of any effects on the contract price and the work schedule.
- 9.2 Compensation for variation work shall be in accordance with the prices, norms and rates contained in the Contract, or otherwise in accordance with the original price level of the Contract. If a variation entails costs saving for Seller, Pro-Mech shall be credited accordingly.

**10. ASSIGNMENT**

- 10.1 Seller shall not be entitled to assign transfer, subcontract or dispose of its rights or obligations under the Contract without the prior written consent of Pro-Mech.
- 10.2 Seller shall not be relieved from any liabilities or obligations under the Contract and shall be responsible for the acts, defaults and negligence of any subcontractor as fully as if they were the acts, defaults or negligence of Seller.
- 10.3 Pro-Mech may require that Seller assigns any subcontracts (of any tier) to Pro-Mech (or Pro-Mech's customer of any tier) on termination of the Contract. Seller shall ensure that Pro-Mech has the right to enforce the terms of any subcontract (of any tier) directly against the relevant subcontractor.

**11. CONFIDENTIALITY**

- 11.1 The Seller shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Seller by Pro-Mech or its agents/clients and any other confidential information concerning Pro-Mech's business or its equipment/services which the Seller may obtain and the Seller shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors as need to know the same for the purpose of discharging the Seller's obligations to Pro-Mech and shall ensure that such employees, agents or subcontractors are subject to like obligations of confidentiality as bind the Seller. This clause does not apply where the confidential information:
- (i) Was in the public domain prior to disclosure Seller;
  - (ii) Has become part of the public domain through no fault or breach of Seller;
  - (iii) Was in Seller's possession prior to the date of the Contract and was not subject to obligations of confidentiality;
  - (iv) Was given without restriction to Seller by a third party duly authorised or otherwise entitled to do so, and who did not receive the same in any way from Pro-Mech;
  - (v) Is required to be produced by order of a court or in any arbitration proceedings or under the requirements of any Law and/or by the rules of any relevant stock exchange; or
  - (vi) Pro-Mech has given its prior written consent for disclosure.
- 11.2 Neither Party shall make any press announcements or publicise the Contract in any way, without the prior written consent of the other Party.
- 11.3 This Condition 11 shall apply during the continuance of the Contract and for a period of five (5) years after completion of the Contract or its termination howsoever arising.
- 11.4 Pro-Mech may at any time request the immediate return or destruction of Confidential Information by written notice to Seller.

**12. INTELLECTUAL PROPERTY RIGHTS**

- 12.1 All IPR produced from or arising as a result of the performance of the Contract, so far as not already vested, are hereby assigned (or, if assignment is not permitted by law, then licensed to the fullest extent permitted on a worldwide royalty-free basis) by Seller to Pro-Mech and/or its customers and shall become the absolute property of Pro-Mech and/or its customers as the case may be. Seller shall do all that is reasonably necessary to ensure that such rights vest in Pro-Mech and/or its customers by the execution of appropriate instruments and/or the making of agreements with third parties.
- 12.2 Pro-Mech and/or its customers shall retain ownership in any IPR in any specification for Goods which Seller is supplying in accordance with Pro-Mech's specification.

**13. THIRD PARTY RIGHTS**

- 13.1 An entity which is not expressly named as a Party to the Contract shall have no right to enforce any term of the Contract, or have any rights arising out of or related to the Contract.

**14. RELATIONSHIP OF THE PARTIES**

- 14.1 The Contract is not a partnership, joint venture, or any other type of legal entity. Nothing in the Contract shall be construed as creating a fiduciary relationship between the parties. Neither party shall hold itself out to be an agent, representative, or partner of the other by reason of the Contract or the relationship created hereby, and neither shall have the right to enter into any contracts or commitments in the name of, or on behalf of, the other or to bind the other in any respect. Seller shall at all times perform and execute the provisions of the Contract as an independent contractor, maintaining complete and exclusive control over Seller's personnel and operations.

**15. AUDIT RIGHTS**

- 15.1 Seller shall keep full and detailed accounts as may be necessary and satisfactory to Pro-Mech. Pro-Mech, its agents, and customers shall (to the fullest extent permitted by law) be afforded access to all of Seller's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to the Contract, and Seller shall preserve all such records for a period of five (5) years after final payment.

**16. SANCTIONS AND BOYCOTT**

- 16.1 Seller shall not act in any manner (including omitting to act in relation to a transaction) which is inconsistent with, penalised or prohibited under any laws, regulations, orders, demands, rules or requirements of the law of the country in which Pro-Mech is registered.

- 16.2 Seller shall not cause Pro-Mech to be, nor shall Pro-Mech be obliged to perform any obligation under the Contract if this would be, in violation of any laws, regulations, orders, demands, rules or requirements of the law of the country in which Pro-Mech is registered, the United Nations, or any other relevant jurisdiction relating to trade sanctions, foreign trade controls, export controls and similar laws.

**17. ANTI-CORRUPTION**

Seller warrants and represents to Pro-Mech that in connection with the Contract they will comply with all applicable laws, regulations, demands, rules and/or official government orders and requirements of the law of the country in which Pro-Mech is registered or any other relevant jurisdiction relating to anti-bribery or anti-money laundering.

- 17.1 Neither Seller nor Pro-Mech shall make any payment or take any action that could be construed to be the payment of money or other thing of value to; any person working within a commercial organisation, a government entity, a political party, or a political party candidate for the purpose of influencing any act or inducing any person working within a commercial organization, a government entity or a political party to use his, her or its influence to assist in obtaining or retaining business in any country in a manner which is illegal or which would subject Pro-Mech to civil or criminal penalties.
- 17.2 The Seller shall ensure that any person or subcontractor associated with the Seller who is performing services or providing goods in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such persons terms equivalent to those imposed on the Seller in this Clause 18. Furthermore, that Seller shall be liable for the breach of any such person or subcontractor of any provision of the legislation or the laws of the country within which such person or subcontractor operates.
- 17.3 The Seller shall promptly report to Pro-Mech any request or demand for any undue financial or other advantage of any kind received by the Seller in connection with the performance of the Contract.

**18. CONFLICT MINERALS**

18.1 Seller warrants and undertakes that all Goods and materials which form part of the Goods supplied to Pro-Mech are not sourced by illegal and/or unethical means and that it has in place reliable systems to ensure that the tantalum, tin, tungsten and gold (collectively "3TG") in the products, parts, components and/or materials that they manufacture for or supply to Pro-Mech do not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in the Democratic Republic of Congo or an adjoining country. Seller shall exercise due diligence on the source and chain of custody of 3TG in all Goods supplied to Pro-Mech and make their due diligence measures available to Pro-Mech upon request. Seller shall respond promptly to Pro-Mech's request for information regarding the results of their due diligence, including but not limited to information regarding the country of origin of smelters and refiners of 3TG in Goods supplied to Pro-Mech.

**19. PERSONAL INFORMATION**

- 19.1 Seller will implement all appropriate security measures to protect Personal Data against accidental, unlawful, or unauthorized:
- (i) Destruction;
  - (ii) Loss;
  - (iii) Alteration;
  - (iv) Disclosure; or
  - (v) Access (including remote access).
- 19.2 Seller will protect Personal Data against all other forms of unlawful processing, including unnecessary collection, transfer, or processing, beyond what is strictly necessary for the performance of the Contract.
- 19.3 Prior to any transfer of Personal Data by Seller, Seller will impose all obligations on Seller Group as required by the Contract and applicable laws.
- 19.4 Seller will inform Pro-Mech, if it detects or reasonably suspects that an accidental, unlawful, or unauthorized:
- (i) Destruction;
  - (ii) Loss;
  - (iii) Alteration;
  - (iv) Disclosure; or
  - (v) Access (including remote access) of Pro-Mech Group Personal Data has occurred.
- 19.5 Any Seller Group Personal Data collected by Pro-Mech Group during the performance of the Contract will be processed in accordance with Pro-Mech's Privacy Statement available on [www.pro-mechengineering.com](http://www.pro-mechengineering.com).

**20. APPLICABLE LAW**

20.1 Seller agrees that in the performance of this contract it shall comply with all applicable laws, statutes, rules and regulations or orders of Western Australia. Any dispute arising out of or in connection with the Contract shall be referred to and finally resolved by the arbitration rules of a Western Australia Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference into this clause.