



## STANDARD TERMS AND CONDITIONS OF SALE

### 1. PURCHASE ORDERS AND CONTRACT

- 1.1. Purchase Order, including Specifications, Order Acknowledgement and Quote is accepted by Giidjaa Industries Pty Ltd ABN 67 654 508 497, Giidjaa Projects Pty Ltd ABN 51 655 610 334, or Giidjaa Trades Pty Ltd ABN 76 655 419 793 ("GIIDJAA") ( on the earlier of:
  - 1.1.1. GIIDJAA sending to the Customer an Order Acknowledgement, or
  - 1.1.2. GIIDJAA's verbal acknowledgement of the Purchase Order, or
  - 1.1.3. delivery of the goods to the Customer.
- 1.2. When a Purchase Order is accepted, the Contract will be formed and include in order of precedence:
  - 1.2.1. Any specific terms agreed in writing;
  - 1.2.2. The Order Acknowledgement; and
  - 1.2.3. GIIDJAA Standard Terms and Conditions of Sale.
- 1.3. Terms and conditions submitted by the Customer with a Purchase Order do not form part of the Contract unless expressly agreed in writing by GIIDJAA. GIIDJAA Essential Terms and Conditions of Sale will prevail over the Customer's terms and conditions.
- 1.4. Variations of the Contract are only effective if agreed to in writing by GIIDJAA and the Customer.
- 1.5. Any previous dealing between GIIDJAA and the Customer will not have any effect on the Contract.
- 1.6. The Contract contains everything GIIDJAA has agreed with the Customer in writing in relation to the goods supplied under the Contract. Neither party may rely on an earlier Contract, or upon anything else said or done by the other party before this Contract was entered into.
- 1.7. The Customer must provide written notice to GIIDJAA of any changes in trading address, legal entity, and structure of management or control with 7 days of the change coming into effect.
- 1.8. GIIDJAA may at its absolute discretion, as a condition of acceptance of a Purchase Order require the Customer or persons or entities associated with the Customer to do any of the following:
  - 1.8.1. Provide a cash deposit or full payment in advance of delivery of the goods; or
  - 1.8.2. Satisfy credit approval requirements.

### 2. PRICE

- 2.1. The price is the total amount payable on the Order Acknowledgement.
- 2.2. Notwithstanding any provision in the Contract, GIIDJAA may increase the price of the goods after an Order Acknowledgement is provided and prior to delivery if the price increase results from another increase in either:
  - 2.2.1. The price of inputs which comprise part of the goods; or
  - 2.2.2. The Goods and Services Tax or any transactional Tax.
- 2.3. The Customer must approve such increase. If the Customer does not approve such increase, the Customer may terminate the Contract by notice in writing to GIIDJAA. The price excludes any applicable Goods and Services Tax.
- 2.4. All quotes are subject to copper rise and fall. Any change to the London Metal Exchange (LME) copper index rate may invalidate a quote. GIIDJAA reserve the right to amend as quote if any movements in the LME copper index occur. A quote is based on the LME copper index rate as of the date of quotation. The Customer must approve an amended quote. If the Customer does not approve the amended quote, the Customer is not obliged to accept the quote and, if the Contract has been formed, may terminate the Contract by notice in writing to GIIDJAA.

### 3. DELIVERY

- 3.1. Without limiting any other provisions in this document, failure by the Customer to pay for any instalments, or any other amount when due, will entitle GIIDJAA to cease works and/or withhold or delay delivery of any remaining goods. If delay in delivery is caused by an event of circumstance of force majeure (refer clause 9.1 and 9.2), GIIDJAA may (at its option and without limiting its other rights and remedies) arrange suitable storage of the goods, whether at its premises or elsewhere and the Customer must pay or reimburse all reasonable costs and expenses of storage, insurance, demurrage, handling and other charges associated with such storage if directed by GIIDJAA.





## 4. RETURN OF GOODS AND CREDITS

- 4.1. The Customer is deemed to have accepted the goods unless it makes a claim in accordance with clauses 4.2 and 4.3.
- 4.2. The Customer may claim the right to reject any goods which are wrongly supplied or over supplied, are defective or not of merchantable quality, are not fit for the purpose which goods and/or services of the same kind are commonly supplied or bought, or which are not in accordance with any express representations or the Contract or GIIDJAA Essential Terms and Conditions of Sale, by notifying GIIDJAA of the claim and providing full particulars of the claim in writing within 7 days of receipt of those goods. If GIIDJAA disputes any of the "full particulars" referred to in this paragraph that the Customer may advise, GIIDJAA and the Customer agree to negotiate in good faith to resolve the dispute.
- 4.3. The Customer is liable to pay the cost of returning the goods subject to a claim made under clause 4.2 unless all the following are met:
  - 4.3.1. GIIDJAA has agreed in writing to their return;
  - 4.3.2. The Customer has complied with clause 4.2;
  - 4.3.3. The Customer has done all things necessary to permit GIIDJAA to examine the goods to its satisfaction within 7 days of complying with clause 4.2; and
  - 4.3.4. The goods are in the same condition as when they were delivered.

## 5. PAYMENT

- 5.1. The price must be paid:
  - 5.1.1. In full with the Purchase Order; or
  - 5.1.2. In full within 30 days of invoice.
- 5.2. If paid by cheque, the price is paid on the date the cheque clears.

## 6. TITLE AND RISK

- 6.1. Legal and equitable title only passes from GIIDJAA to the Customer when the Customer has paid all monies owing by the Customer to GIIDJAA. Until then, GIIDJAA retains title to the goods and the Customer is a bailee of the goods. The Customer must comply with all the following conditions:
  - 6.1.1. Keep the goods in its possession and control.
  - 6.1.2. Keep the goods in good repair and condition, excluding fair wear and tear.
  - 6.1.3. Keep the goods stored separately and marked so that the goods are clearly and easily identifiable as GIIDJAA's property and inform GIIDJAA of the location of the goods, if required.
  - 6.1.4. Not sell, assign or let the goods or any interest in them, or permit any charge, pledge, lien or other encumbrance to be created in relation to them otherwise than in the ordinary course of the Customer's business.
  - 6.1.5. Maintain and allow GIIDJAA to inspect records which do any of the following:
    - i. Identify any unpaid goods owned by GIIDJAA.
    - ii. Details of third parties to whom the Customer sells or disposes of unpaid goods.
    - iii. Detail payments made by such parties for the unpaid goods.
- 6.2. If the Customer does not pay for any goods on the due date for payment, the Customer authorises GIIDJAA, its employees and agents to enter the Customer's premises (and any premises under the control of the Customer or an agent of the Customer if the goods are located on those premises) and use reasonable force to retake possession of the goods without liability for trespass or damage.
- 6.3. If the Customer sells the goods before payment in full to GIIDJAA, the Customer holds the proceeds on trust for GIIDJAA in respect of those goods and must keep such proceeds in a separate account until the liability to GIIDJAA is discharged and must immediately pay that amount to GIIDJAA.
- 6.4. If the Customer uses the goods in a manufacturing or construction process of its own or some third party, the Customer must hold that part of the proceeds of such manufacturing or construction process as relates to the goods in trust for GIIDJAA. The Customer must keep such proceeds in a separate account until the liability to GIIDJAA is discharged. Such part shall be deemed to be equal in dollar terms owing by the Customer to GIIDJAA in respect of the goods in question at the time of receipt of such proceeds.

The Customer must not assign the right to any such proceeds or enter into any other arrangement that would result in the Customer not receiving those proceeds.
- 6.5. Notwithstanding retention of these rights, GIIDJAA may recover the price of the goods from the Customer.
- 6.6. The risk in goods supplied passes to the Customer on delivery of the goods. The Customer is responsible for any charges or expense incurred in relation to the goods after risk in the goods passes to the Customer.

## 7. DEFAULT

- 7.1. If the Customer has not paid the full price by the due date for payment:
  - 7.1.1. GIIDJAA may take steps to recover all outstanding monies, including engaging a mercantile agency or instituting legal proceedings. The Customer is liable for any cost of taking steps to recover the monies including the cost of a mercantile agency,



court costs and legal costs.

7.1.2. Interest is payable on any amount outstanding monies after the due date for payment at the rate of 6.5% per annum from the date the costs are incurred.

7.1.3. GIIDJAA may elect at its discretion to suspend from time to time some or all its obligations under this Contract or any other agreements with the Customer, including offering further credit, until:

- i. Payment in full is received by GIIDJAA; or
- ii. GIIDJAA enters the Customer's premises and repossess the goods to which the outstanding payments relate and keep or sell those goods in accordance with clause 6.2.

7.2. If the Customer fails to take delivery of the goods and this continues for 60 days or more, GIIDJAA may resell those goods. Any proceeds of the resale of the goods will be applied as follows:

7.2.1. Of the original sale or Contract price of the goods; or

7.2.2. The Customer is entitled to, or may pay, as relevant, the difference between the original Contract sale price and the resale price after deduction of a restocking fee of 15% of the original sale price of the goods.

7.3. GIIDJAA may exercise all rights resulting from the failure to pay money at any later time despite the supply of goods by GIIDJAA after it becomes aware of a failure by the Customer to pay money. The right to terminate may be exercised concurrently with the suspension of obligations by GIIDJAA.

7.4. GIIDJAA may by written notice to the Customer immediately end the agreement formed under this document in any of the following circumstances:

7.4.1. The Customer fails to perform any of its obligations under this document including failure to pay by the due date,

7.4.2. The Customer dies or becomes incapacitated, or ceases to carry on business,

7.4.3. Anything happens that in the view of GIIDJAA reasonably indicates that there is a risk that the Customer is or will become unable to pay debts as they fall due. This includes execution being levied against any income or assets of the Customer; a meeting of the Customer's creditors being called or held; a step being taken to make the Customer bankrupt; and the Customer entering into any type of arrangement with, or assignment for the benefit of, all or any class of its creditors, or being subject to a deed of company arrangement,

7.4.4. A step is taken to have a receiver, receiver and manager, provisional liquidator or administrator appointed to the Customer or any of its assets or subsidiaries.

7.5. If the Contract is ended because of the Customer's default and the Customer owes GIIDJAA money, the money becomes payable immediately to GIIDJAA.

## 8. INTELLECTUAL PROPERTY

8.1. If the Customer provides any information to GIIDJAA, the Customer warrants that it holds any required intellectual property rights to that information.

In the event of legal action against GIIDJAA for breach of intellectual property rights relating to use of information provided by the Customer, the Customer indemnifies GIIDJAA for any legal costs or other costs whatsoever it may incur.

## 9. FORCE MAJEURE

9.1. If GIIDJAA's ability to perform its obligations under this Contract is adversely affected by war, strike, trade dispute, damage to plant or machinery, shortage of any material or labour, any cause beyond GIIDJAA's control or influence, GIIDJAA may, if it chooses in its absolute discretion, end the Contract or suspend it for up to three months or any other time it deems necessary in the circumstances by giving the Customer written notice. GIIDJAA will not be liable for any loss, damage or liability incurred by the Customer.

9.2. The Customer accepts it is the Customer's obligation as a condition of this Contract that it must accept delivery of goods notwithstanding any delay in delivery caused by any of the events specified in clause 9.1.

## 10. LIMITATION OF LIABILITY

10.1. To the extent permitted by law, liability is excluded for defective goods manufactured and/or sold by GIIDJAA where that liability arises from faulty design, materials, workmanship and fair wear and tear.

10.2. To the extent permitted by law, all other liability, including for actual, physical or financial consequential loss or damage and whether arising from negligence or misuse of product is any other way excluded except when such liability, loss or damage is caused by the negligence or willful act of GIIDJAA or anyone GIIDJAA is responsible for.

10.3. The Customer indemnifies GIIDJAA against all claims that arise from the Customer's use of the goods.

## 11. WAIVER OF RIGHTS

11.1. The fact that GIIDJAA fails to do, or delays in doing, something it is entitled to do pursuant to this Contract, does not amount to waiver of its right to do it. Any waiver of GIIDJAA's rights must be agreed in writing by GIIDJAA.

## 12. SEVERANCE

12.1. If a clause or part of a clause can be read in a way that makes it unlawful, unenforceable or invalid, but can also be read in a way that makes it lawful, enforceable and valid; it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid,





that clause or part is to be treated as removed from the Contract, but the rest of this document is not affected.

### 13. ASSIGNMENT

- 13.1. Neither party may assign any right under this document without the other party's written consent.

### 14. APPLICABLE LAW

- 14.1. This document is governed by and must be interpreted in accordance with the laws of the State or Territory of the Commonwealth in which the goods are supplied. The Customer unconditionally submits to the non-exclusive jurisdiction of that applicable court.

### 15. GRADES OF MATERIALS

- 15.1. GIIDJAA will use all reasonable efforts to:
- 15.1.1. Supply goods having a material grade consistent with any material grade specified in the Order Acknowledgement.
- 15.1.2. Supply material grades in accordance with nominated Australian and International standards and specifications if the goods are described as complying with those standards or specifications in GIIDJAA Quotations, Order Acknowledgements, Product Catalogue, data sheets, internet sites or price lists.
- 15.2. Where GIIDJAA supplies goods which are not manufactured by it, the goods are subject to the chemical, mechanical and physical properties of the original manufacturer. GIIDJAA does not offer any warranty over such goods, except to the extent that they are subject to the warranty of the original manufacturer.
- 15.3. If the Customer disputes GIIDJAA's assessment of the grade of material, GIIDJAA is not liable for any discrepancy unless the Customer complies with clause 4.

### 16. MEASURES AND SHORTAGES

- 16.1. Any statements by GIIDJAA about the weight, length, quantity or other characteristics of goods is approximate and GIIDJAA may, in compliance with the Contract, supply such goods on a nominal, calculated basis. GIIDJAA will perform any calculation of weight, length, quantity or other characteristics in accordance with, and within nominated tolerances specified in any applicable Australian and International standard and specification.
- 16.2. If the Customer disputes GIIDJAA's assessment of the weight, length, quantity or other characteristics of the goods or shortages of goods, GIIDJAA is not liable for any discrepancy unless the Customer complies with clause 4.

### 17. TRADE COMPLIANCE

- 17.1. The Customer represents and covenants (on an on-going basis) that neither it, nor any of its subsidiaries (nor, to the Customer's knowledge, any of its directors, officers or any of its subsidiaries) is a person that is, or is owned or controlled by a person that is, the expressly targeted by any economic or financial sanctions or trade embargoes implemented, administered or enforced by the United Nations Security Council, the European Union, any Member State of the European Union, the United Kingdom or the United States of America (collectively, "Sanctions"), or located, organized or resident in a country or territory that is, or whose government is, targeted by country-wide or territory-wide Sanctions (being, currently, Cuba, Iran, North Korea, Syria and Crimea). The Customer undertakes: (i) to comply with all Sanctions and export controls that are applicable to the Customer and its business; (ii) not to sell, supply or transfer any goods supplied by us under this Agreement to any third party recipient, or to engage in any other activity, that would result in a violation of applicable Sanctions or export controls by any person; (iii) to inform us without delay in the event that you become aware of any event or matter that would or that might result in a violation of applicable Sanctions or export controls by you or by us; and (iv) to indemnify and hold us harmless from and against any loss, liability, claim, proceeding, action, fine, cost and damages of whatever nature that GIIDJAA or entities under the control of GIIDJAA may incur or sustain by reason of you being in breach of the representations, covenants and undertakings given hereunder.
- 17.2. Notwithstanding anything to the contrary in this Agreement, GIIDJAA have the right to terminate this and any related agreements with immediate effect and without any liability towards the Customer in the event that GIIDJAA (acting reasonably) consider the same or any part thereof or the Customer's actions would or might result in a violation of applicable Sanctions or export controls by any person.

### 18. MODERN SLAVERY

- 18.1. The Customer undertakes to GIIDJAA that as at the date of acceptance of this Contract and throughout the Term of this Contract:
- 18.1.1. The Customer will ensure that any of its officers and employees, related entities, subcontractors, suppliers, contractors or other persons relevant to this Agreement ("Personnel") comply with the Anti-Slavery Laws;
- 18.1.2. The Customer will comply, and ensure that its Personnel comply with all of statutory obligations in relation to Anti-Slavery Laws;
- 18.1.3. The Customer and any of its Personnel:
- i. have not been convicted of any offence involving Modern Slavery; or
- ii. have not been the subject of any formal complaint, investigation, inquiry or enforcement proceedings by any person or regulatory body in connection with Modern Slavery or Anti-Slavery Laws.
- 18.1.4. The Customer must notify us as soon as it becomes aware of any actual or suspected breach of the Anti-Slavery Laws or Modern Slavery by the Customer or any of its Personnel.
- 18.1.5. The Customer must give us all information requested by us to report on, or comply with, any Anti-Slavery Laws in force from time to time, promptly after a request from us to do so.

### 19. NO EXPORT TO RUSSIA

- 19.1. Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No

833/2014.

- 19.2. Customer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by resellers.
- 19.3. Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by resellers, that would frustrate the purpose of paragraph (1).
- 19.4. Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and GIIDJAA shall be entitled to seek appropriate remedies, including, but not limited to termination of this Agreement.
- 19.5. Customer shall immediately inform Epiroc about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties of which Customer becomes aware that is likely to frustrate the purpose of paragraph (1). Customer shall make available to GIIDJAA information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.
- 19.6. Customer indemnifies GIIDJAA from and against any loss, liability, claim, proceeding, action, fine, cost and damages whatever nature that GIIDJAA or entities under the control of GIIDJAA may incur or sustain by reason of Customer being in breach of the provisions of this clause [1].

## 20. DEFINITIONS

- 20.1. **“Anti-Slavery” means** Division 270 and 271 of the Criminal Code Act 1995 (Cth); the Modern Slavery Act 2018 (Cth); and all other applicable laws, statutes, regulations, codes or other instruments relating to Modern Slavery in force from time to time relating to this Agreement.
- 20.2. **“Contract” means** the Contract formed between GIIDJAA and the Customer by Purchase Order accepted in accordance with clause 1.1.
- 20.3. **“Consequential Loss” means** loss of revenue, loss of profit, loss of product or production, business interruption, loss of business opportunity, loss of savings, failure to realise expected profits, loss of goodwill, downtime, and other like risks in each case whether direct or indirect and whether or not foreseeable at the date of execution of this Agreement or any time.
- 20.4. **“Customer” means** the person or entity placing the order with GIIDJAA.
- 20.5. **“Goods and Services Tax” means** tax payable on taxable supplies under A New Tax System (Goods and Services Tax) Act 1999.
- 20.6. **“GIIDJAA” for the purposes of this agreement means** Giidjaa Industries Pty Ltd ABN 67 654 508 497, Giidjaa Projects Pty Ltd ABN 51 655 610 334, and Giidjaa Trades Pty Ltd ABN 76 655 419 793.
- 20.7. **“Modern Slavery” means** any exploitation of a worker, human trafficking, slavery, slavery-like behaviour, servitude, forced labour, child labour, debt bondage or deceptive recruiting for labour or services or similar behaviour, and as referenced in Anti-Slavery Laws.

**The authorised person acknowledges by signing below that he/she/they has/have read and understood the terms and conditions of sale herewith and, prior to its execution, have had the opportunity to obtain legal and/or financial advice:**

|                                |  |
|--------------------------------|--|
| Name of Company                |  |
| ABN                            |  |
| Address of Company             |  |
| Signature of authorized person |  |
| Office held                    |  |
| Date signed                    |  |

Signed in the presence of:

|                            |  |
|----------------------------|--|
| Signature of witness       |  |
| Name of witness (print)    |  |
| Address of witness (print) |  |
| Date signed                |  |



## GUARANTEE AND INDEMNITY

### 21. GUARANTEE

- 21.1. The Guarantor absolutely guarantees to GIIDJAA the due payment by the Customer of the Secured Moneys.

### 22. INDEMNITY

- 22.1. The Guarantor absolutely indemnifies GIIDJAA against all losses, damages, cost and expenses which GIIDJAA may incur as a consequence directly or indirectly of any failure by the Customer to pay any of the secured Monies.

### 23. PAYMENT

- 23.1. On any default by the Customer to pay any of the Secured Moneys, the Guarantor shall forthwith on demand by GIIDJAA pay such secured moneys to GIIDJAA without the necessity of any prior demand having been made on the Customer or any other steps being taken against the Customer or its assets to enforce payment.

### 24. CHARGE

- 24.1. The Guarantor agrees that if requested by GIIDJAA, the Guarantor will:
- 24.1.1. Charge in favour of GIIDJAA all beneficial interest (freehold or leasehold) in real estate held now or in the future by it as security for payment of all and any monies payable by the Guarantor under this Guarantee.
  - 24.1.2. Execute a registrable mortgage or other instrument of security (including consent to caveat to be lodged by GIIDJAA) in registrable form or as otherwise directed by GIIDJAA.
- 24.2. In the event that a mortgage or other instruments of security (including a consent to a caveat to be lodged by GIIDJAA) is not signed and returned by the Guarantor to GIIDJAA within 7 ordinary days of GIIDJAA's request under clause 23.1.2, then by way of security, the Guarantor irrevocably appoints GIIDJAA, its officers and its solicitors jointly and severally as the Guarantor's attorney to sign the mortgage or other instrument of security (including a consent to a caveat to be lodged by GIIDJAA) as attorney of the Guarantor and the Guarantor/s forever hold harmless GIIDJAA for its actions under this clause.

### 25. LIABILITY UNAFFECTED

- 25.1. It is agreed by the Customer that the liability of the Guarantor under this Guarantee is not limited in any way whatsoever by:
- 25.1.1. The granting of time or any other indulgence to the customer;
  - 25.1.2. The release, waiver or variation of any of GIIDJAA's rights against the Customer or any neglect or omission to enforce such substitute for;
  - 25.1.3. Any other matters which under laws relating to sureties would or might but for this provision release the Guarantor in whole or in part from the obligations under this Guarantee;
  - 25.1.4. The release of any one or more Guarantors by GIIDJAA.
  - 25.1.5. Amendment to the Terms and Conditions is the absolute discretion of GIIDJAA.

The Guarantor acknowledges that he/she/it has read and understood this Guarantee and, prior to its execution, have had the opportunity to obtain independent legal and/or financial advice.

- 25.1.6. The Customer's obligations for payment becoming illegal, void, voidable or unenforceable in whole or in part.
- 25.1.7. Payment by the Customer to GIIDJAA to the extent that payment might be void or voidable for any reason (including under the Bankruptcy Act 1966 or the Corporations ACT 2001).
- 25.1.8. Failure to give notice of any matter to the Guarantor (including notice of default by the Customer).
- 25.1.9. The Guarantor ceasing to be an officer of the Customer.
- 25.1.10. The termination of any agreement between GIIDJAA and the Customer.
- 25.1.11. The withdrawal of or any variation to the credit provided by GIIDJAA to the Customer.

### 26. WAIVER OF RIGHTS

- 26.1. The Guarantor waives any rights as surety or indemnifier (legal, equitable, statutory or otherwise) which may at any time be inconsistent with any provisions of the Guarantee.

### 27. CONTINUING OBLIGATION

- 27.1. The Guarantee is a continuing security and remains in force until Secured Monies have been paid in full.

### 28. COSTS

- 28.1. The Guarantor must pay GIIDJAA all costs and expenses incurred by GIIDJAA in connection with the Guarantee, including legal costs (on a solicitor- client basis), stamp duty and costs incurred in the recovery of monies owing by the Customer to GIIDJAA or in otherwise enforcing GIIDJAA's rights against the Customer under the Terms and Conditions or the Guarantor under the Guarantee.

### 29. SEVERANCE

- 29.1. If a provision of the Guarantee would but for this clause be unenforceable the provision cannot be read down to that extent necessary to





avoid that result.

- 29.2. If the provision cannot be read down to that extent it must be severed without altering the validity and enforceability of the remainder of this Guarantee and Contract.

### 30. APPLICABLE LAW

- 30.1. This document is governed by the law of the State or Territory applicable to the relevant Terms and Conditions and the courts of that State or Territory have non-exclusive jurisdiction in connection with this document.

### 31. GIIDJAA MAY ASSIGN

- 31.1. Without notice to the Guarantor or the Customer, GIIDJAA may assign to any persons:
- 31.1.1. The whole or any part of a debt comprised in the secured money and/or
- 31.1.2. The Guarantee including the benefit of any indemnity in this Guarantee.

### 32. FINAL DISCHARGE

- 32.1. A payment made to GIIDJAA may be void or voidable for any reason under the Bankruptcy Act 1966 or Corporations Act 2001 or any other relevant legislation or regulation.
- 32.2. If in GIIDJAA's view, based on the information provided by the Customer, the Customer is unable to pay GIIDJAA for the work the Customer has requested to be carried out, the Customer is unable to pay in accordance with the terms and conditions of GIIDJAA, then GIIDJAA is entitled to treat the Guarantee given by the Guarantor as a continuing Guarantee notwithstanding the terms and conditions.

### 33. NOTICE

- 33.1. Any notice required to be given to the Customer/Guarantor under this document can be delivered or posted by ordinary post to the Customer/Guarantor's address disclosed in this Guarantee.
- 33.2. The notice is deemed to have been given or made when it is left at the relevant address (if it is delivered) or 2 business days after it is posted (if it is sent by post).
- 33.3. The notice is deemed to be given or made even if GIIDJAA becomes aware that the notice has not been received by the Customer/Guarantor.

### 34. DEFINITIONS

- 34.1. "GIIDJAA" means the related bodies corporate (within the meaning of the Corporations Act 2001) of Giidjaa Industries Pty Ltd ABN 67 654 508 497, Giidjaa Projects Pty Ltd ABN 51 655 610 334, and Giidjaa Trades Pty Ltd ABN 76 655 419 793.
- 34.2. "Secured Monies" means any amounts payable in accordance with clause 2 of these Standard Terms and Conditions of Sale.

The Guarantor acknowledges by signing below that he/she/it has read and understood the guarantee and indemnity conditions herewith and, prior to its execution, have had the opportunity to obtain legal and/or financial advice;

|                              |  |
|------------------------------|--|
| Signature of Guarantor       |  |
| Name of Guarantor (print)    |  |
| Address of Guarantor (print) |  |
| Date signed                  |  |

Signed in the presence of:

|                            |  |
|----------------------------|--|
| Signature of witness       |  |
| Name of witness (print)    |  |
| Address of witness (print) |  |
| Date signed                |  |

