



IntelliGas Terms of Sale

1. Entire Agreement

The contract is comprised of:

- a) IntelliGas' proposal;
- b) these Terms and Conditions; and
- c) any other document agreed in writing by the parties to be part of this contract,

("Contract").

The parties warrant that in entering into this Contract they have not relied upon any prior oral or written representation or warranty which is not expressly included in the Contract.

In the event of there being any ambiguity, discrepancy, or inconsistency of any nature between the documents comprising the Contract, the order of precedence to be applied to resolve the ambiguity, discrepancy, or inconsistency is the order in which the documents are listed above.

2. GST

Unless otherwise stated, all monetary amounts stated in this Contract are exclusive of the GST. Any GST amount which may be required to be paid is to be paid to IntelliGas in addition to the relevant monetary amount otherwise stated in the Contract.

3. Payment Terms

IntelliGas is entitled to submit a claim for a progress payment on the last business day of each calendar month in respect of the goods and services supplied in that month. Payment to IntelliGas of the claimed amount is to be made within 30 days of receipt of the claim for a progress payment (goods or services).

4. Access

IntelliGas is to be provided with such site access or other access as it may reasonably require supplying any goods and services.

5. Extension of Time

IntelliGas is entitled to an extension of time to any date by which it is required to supply any goods or services equal to the period of any delay which it may suffer arising from, or in any way connected with, any matter not within IntelliGas control or any action or inaction of any entity other than IntelliGas. This entitlement to an extension of time applies despite any delay or failure to provide any notice to any other party or entity which may otherwise be required under the other documents forming part of the Contract.

6. Limitation of Liability

Notwithstanding any other clause or statement in any of the documents forming part of the Contract, IntelliGas' maximum aggregate liability under or in any way connected with the Contract (including, without limitation, any liability for any claim at common law (including, without limitation, breach of contract, and negligence), in equity, or under statute) is limited to the cost of:

- a) resupplying the services (if any) supplied under the Contract; and
- b) replacing the goods (if any) supplied under the Contract; or

- c) rectifying defect(s) as a result of the services provided by IntelliGas and agreed between the parties,

Notwithstanding any other clause or statement in any of the documents forming part of the Contract, and to the fullest extent permissible at law, neither party will in any event whatsoever be liable to the other party for any Consequential Loss.

In this clause 'Consequential Loss' means any consequential, indirect, special, exemplary, or punitive damages, including any loss of production, loss of revenue, loss of profit or anticipated profit, loss of business reputation, business interruptions of any nature, loss of opportunities, loss of anticipated savings or wasted overheads.

This clause survives termination of the Contract.

7. Intellectual Property

Any intellectual property created by or as a result of the supply of any goods and services under the Contract ("Created IP") is and remains the property of IntelliGas. All intellectual property which IntelliGas owns prior to the date of this Contract ('Background IP') is and remains the property of IntelliGas. IntelliGas grants the Principal a non-exclusive, royalty-free, perpetual, and non-transferrable licence to use the Created IP and Background IP for the purposes of enjoying the benefits of the Contract.

8. Insurance

IntelliGas will maintain for the duration of this Contract the following insurances:

- a) Public Liability insurance, in the amount of \$25,000,000, in any one occurrence and in the aggregate.
- b) Workers' Compensation insurance, as required by law.

9. Warranty

In addition to any statutory warranties, IntelliGas provides a warranty in respect of all goods and services supplied for the period of 12 months following completion of the supply of the goods and services (subject to fair wear and tear, and the goods and services being used in accordance with any operation manuals). If there are any defects or omissions with the goods and services during the warranty period, IntelliGas must be provided with a reasonable opportunity to rectify or complete any such goods and services.

10. Risk and Security Interest in Property

Risk in any goods to be supplied transfers from IntelliGas to the Principal upon delivery of the relevant goods to the place specified for delivery in the Contract, however until payment in full is received by IntelliGas in respect of all goods supplied under the Contract, IntelliGas remains the sole and absolute owner of the goods supplied. At all times prior to IntelliGas' receipt of payment in full for all relevant goods, IntelliGas has a 'security interest' (as that phrase is defined in the Personal Properties Securities Act 2009) in the relevant goods supplied.

11. Variation of Terms

These Terms and Conditions may only be varied in writing signed by the parties or their relevant representatives.

12. Waiver

Any waiver of any right or obligation under the Contract can only be done in writing signed by the relevant party. No action, other than an action to waive in writing any right or obligation, or inaction by IntelliGas will constitute any waiver of any right or obligation under the Contract.

13. Severability

If any part of these Terms and Conditions is held to be invalid, unlawful, or unenforceable in any way and for any reason, these Terms and Conditions will continue to apply to the fullest extent possible save and except for the part which is held to be invalid, unlawful, or unenforceable.

14. Non-solicitation

The Principal will not employ, or solicit or entice to employ, any employee of IntelliGas for the period of 12 months following completion of the supply of the goods and services.

This clause will not apply if the relevant employee is responding to a position publicly advertised by the Principal.

15. Confidentiality

The parties are to treat all information obtained under, or in relation to, the Contract as confidential.

The obligation of confidentiality does not apply to the extent that any disclosure is required by law or by a stock exchange listing rule, if the information is otherwise in the public domain, or as agreed to in writing between the parties.

16. Termination

Either party is entitled to immediately terminate the Contract by the giving written notice in the following circumstances:

- a) if any other party fails to comply with any of its obligations under the Contract and, in the event that the failure is capable of being rectified, fails to remedy the failure to comply within 14 days of receipt of written notification of the default; or
- b) if any other party is insolvent, becomes bankrupt, or becomes subject to any official management, receivership,

liquidation, voluntary administration, winding up, or external administration.

17. Applicable Law

The Contract is governed by the laws of Queensland. The parties irrevocably elect to accept the jurisdiction of the Queensland Courts (including all Federal Courts), and to commence any proceedings in such Courts.

18. Force Majeure

Neither IntelliGas nor the Principal will be responsible for any failure to fulfill any term or condition of the Contract (other than a failure to make payment due under the Contract) if and to the extent that fulfillment has been delayed or temporarily prevented by a Force Majeure Event notified in accordance with this clause 18, to the extent that the failure is:

- a) beyond the control of;
- b) not caused or contributed to by the breach of this Contract or negligence of; and
- c) not able to be avoided or mitigated by the exercise of reasonable diligence by, the affected party.

Force Majeure Events comprise the following:

- d) riot, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), acts of terrorism, civil war, rebellion, armed conflict or insurrection;
- e) ionising radiation or contamination by radioactivity from any nuclear fuel or waste from the combustion of nuclear fuel or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof;
- f) pressure waves caused by aircraft or other devices travelling at sonic or supersonic speeds;
- g) political instability or state emergency;
- h) earthquake, flood, fire, tsunami, explosion and/or other natural physical disaster, but excluding weather conditions as such;
- i) strikes or industrial disputes at a national or regional level and which affect a substantial or essential portion of the work under the Contract;
- j) maritime or aviation disasters;
- k) epidemics or pandemics; and
- l) government shutdowns or government imposed travel bans.