

### 1. CUSTOMER AGREEMENT

These Terms and Conditions, together with each Proposal which may be agreed by the parties, sets out the terms and conditions between the Customer and Coates for the provision of Industrial Solutions ("**Agreement**"). The provision or acceptance of any Proposal or purchase order for Industrial Solutions shall not form a separate agreement between the Customer and Coates. Any terms contained in any document supplied by the Customer, including the Customer's purchase order terms, will not form part of this Agreement.

### 2. DEFINITIONS AND INTERPRETATION

#### 2.1 In this Agreement, unless otherwise defined:

**Agreement** means this Agreement as referred to in clause 1.

**Authority** means any authority, department of government, regulator or agency.

**Background Intellectual Property** means any Intellectual Property owned by or licenced to a party (other than a licence to that party by the other party granted in accordance with this Agreement) that:

- (a) existed prior to the commencement of this Agreement;
- (b) was developed independently of the Services; or
- (c) subsists in the party's technology, software, methodologies or know-how, including algorithms, templates, architecture, class libraries, objects and reports,

and any derivatives, improvements, enhancements, developments, modifications or extensions to any of the foregoing.

**Coates** means Coates Hire Operations Pty Ltd ABN 99 074 126 971.

**Coates' Representative** means Coates' representative as specified in a Proposal (or as otherwise advised by Coates to the Customer).

**Confidential Information** means the confidential, proprietary and commercially sensitive information of a Party (irrespective of the form or manner or timing of its disclosure) including information which: the other party knows, or reasonably should know, is confidential; or relates to the business affairs and practices of the party, its divisions and any of its associated companies (including financial information, business opportunities, business plans, business processes and methodologies); but does not include information which is in or comes into the public domain other than as a result of a breach of this Agreement, or which was known to the other party prior to entering into this Agreement, or which the other party is required by law to disclose.

**Contamination** means the presence in, on or under the Site, in air, land or water, of a substance (whether a solid, liquid, gas, odour, heat, sound, vibration or radiation) at a higher concentration than that normally present in the same locality, which presents a risk of harm to human health or to any other aspect of the Environment or a risk of non-compliance with any Environmental Law.

**Customer's Representative** means the Customer's representative as specified in a Proposal (or as otherwise advised by the Customer to Coates).

**Direction** includes any decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement.

**Environment** means components of the earth, including land, air and water, organic or inorganic matter, any living organism, human-made structures and interacting natural ecosystems.

**Environmental Law** means a Law, code or standard relating to the Environment or its protection or Contamination in connection with the Site and including building and environmental planning and assessment.

**Equipment** means any items of plant, equipment or tooling owned by Coates which the parties agree will be provided by way of hire from Coates to the Customer from time to time under this Agreement, including any general and specialist tools forming part of any tool-store provisions, any facilities such as portable sheds, ablutions or tool-store, any equipment cross-hired by Coates from a third party supplier and hired to the Customer, and any general plant and equipment forming part of Coates' fleet.

**Fees** means the fees for the Services and payment conditions in respect of a Project as set out in a Proposal.

**Force Majeure Event** means an event or circumstance which is beyond the reasonable control of the party affected and includes acts of God, war, terrorism, mobilisation, civil commotion, riots, embargoes, orders or regulations of any Authority, fires, storms, floods, strikes, lockouts or other labour difficulties, shortages of or inability to obtain shipping space or land transportation.

**Industrial Solutions** means the Services provided by Coates (through its Industrial Solutions Division or otherwise) for its customers' industrial, construction, infrastructure services or other operations, comprising management of, and operational processes and programs for, shutdowns, tool store management, on-site facilities, fleet and asset management services, third party services, associated equipment hire, and other similar services or solutions offered from time to time by Coates to its customers.

**Insolvency Event** means in respect of a party:

- (a) where the party is a person, the person is or becomes unable to pay their debts as and when they fall due or is otherwise presumed to be insolvent under the insolvency laws applying to that person; or the person suspends or threatens to suspend payment of its debts generally;
- (b) the board of the party passes a resolution under section 436A of the *Corporations Act 2001* (Cth);
- (c) the party is placed into administration pursuant to Part 5.3A of the *Corporations Act 2001* (Cth);
- (d) a deed of company arrangement is entered in respect of the party;
- (e) an application is made to a court for the winding up of the party;
- (f) the party resolves that it be wound up voluntarily;
- (g) a winding up order is made in respect of the party;
- (h) a receiver or receiver and manager is appointed to any substantial assets of the party;
- (i) a court orders that there be a meeting of creditors or members of the party for any purpose related to Part 5.1 of the *Corporations Act 2001* (Cth);
- (j) a mortgagee takes possession of any substantial assets of the party; or
- (k) the party informs the other party or any creditor of the party, in writing, that it is insolvent.

**Intellectual Property** means all industrial and intellectual property rights, whether protectable by statute, at common law or in equity, including all copyright, inventions, business processes, trade secrets, know-how, patents, designs (whether or not registrable), technological information, registered and unregistered trademarks, circuit layout designs and related rights, but excluding non-assignable moral rights and similar non-assignable personal rights of authors and producers.

**Laws** means all relevant laws, legislation and regulations applying to the provision of the Services.

**Personnel** of a party means the employees, agents, subcontractors of that party or any other personnel within the control of that party.

**Project** means the project as described in a Proposal for which the Services are to be provided.

**Proposal** means any document or quotation or scope of work for Services issued by Coates pursuant to this Agreement and accepted by the Customer (including any Proposal attached to this Agreement), and includes all documents attached thereto.

**Site** means the site as stated in a Proposal.

**Services** means those Industrial Solutions services in respect of the Project to be performed by Coates detailed in a Proposal.

**Term** means the term of this Agreement as set out in clause 4.

**Terms of Hire** and **Special Conditions of Hire** means Coates' Terms of Hire and Special Conditions of Hire as updated from time to time, a copy of which can be accessed at <https://www.coates.com.au>.

## 2.2 In this Agreement, unless the context indicates a contrary intention:

- (a) The singular includes the plural and conversely.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to includes or including should be construed without limitation.
- (e) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (f) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document.
- (g) A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and assigns (and, where applicable, the party's legal personal representatives).
- (h) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (i) A reference to conduct includes an omission, statement and undertaking, whether or not in writing.
- (j) A reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement whether or not in writing and a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (k) A reference to writing includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form.
- (l) A reference to any professional body includes the successors of that body.
- (m) A reference to a year, month, week or day is to a calendar year, month, week or day respectively.
- (n) A reference to dollars and \$ is to the Australian currency and all invoices and payments under this Agreement shall be in Australian dollars.
- (o) A reference to party is a reference to a party to this Agreement.
- (p) A reference to a party includes the party's Personnel, unless specified otherwise.

## 3. APPOINTMENT OF COATES

**3.1** The Customer hereby appoints Coates to provide the Services and Coates hereby agrees to provide the Services in accordance with the terms and conditions of this Agreement.

**3.2** The parties agree that the Customer is not obliged to purchase any Services under this Agreement.

**3.3** If the Customer wishes to acquire Services then it will issue a purchase order for the Services to Coates. Such purchase order shall be in conformance with the details of this Agreement and the Proposal.

## 4. TERM OF AGREEMENT

This Agreement shall come into effect on the earlier of the Customer issuing a purchase order for the Services or accepting a Proposal in writing and shall remain in force until the Services in respect of the Project are completed ("**Term**"). The Term shall end if this Agreement is terminated early in accordance with its terms.

## **5. LEGAL RELATIONSHIP BETWEEN THE PARTIES**

The relationship between Coates and the Customer is that of a principal and an independent contractor. Nothing in this Agreement or any conduct will constitute or deem either party to be an employee of the other nor will anything herein be construed to be a legal business partnership or venture between Coates and the Customer.

## **6. DELIVERY OF SERVICES BY COATES**

**6.1** The Services are to be performed by Coates during the period for Services set out in the Proposal or as otherwise agreed between the parties in writing.

**6.2** Coates acknowledges that the Coates Representative has authority to transmit information and documentation to and receive Directions from the Customer with respect to the Services and any provision of this Agreement.

**6.3** Coates warrants that:

- (a) it will provide all the Services in a thorough, professional and competent manner using that standard of care, skill and diligence that would reasonably be expected from an experienced provider of similar services and expertise in Australia;
- (b) it will provide the Services in accordance with:
  - (i) the terms of this Agreement;
  - (ii) all reasonable Directions issued by the Customer's Representative;
  - (iii) all applicable Laws, relating to the Services including Work Health & Safety (WHS) and industrial relations and Environmental Laws; and
  - (iv) any applicable Site requirements, inductions, policies and procedures of the Customer which are notified to Coates; and
- (c) the performance and delivery of the Services do not infringe the Intellectual Property rights of any third party.

**6.4** Where the Customer, acting reasonably, considers that the Services are defective or do not otherwise conform to this Agreement, it reserves the right to reject the Services. Where the Customer rejects the Services, Coates will at its cost promptly re-perform the rejected Services.

## **7. DUTIES AND RESPONSIBILITIES OF THE CUSTOMER**

### **7.1 Payment for the Services**

The Customer shall pay the Fees to Coates for the provision of the Services in accordance with the payment provisions of this Agreement.

### **7.2 Variations**

- (a) The Fees relate exclusively to the Services.
- (b) Where the Customer, after the commencement of this Agreement, seeks to extend, increase, vary, delete or otherwise alter the Services to be provided ("**Variation**"), the Customer shall provide notice of such proposed Variation to Coates and seek Coates' consent to the Variation in writing.
- (c) Where a Variation necessitates additional staff, services or costs by Coates, the Customer shall pay Coates the agreed rates or if no rates are applicable then reasonable rates (to be determined by Coates in its absolute discretion acting reasonably). No such change shall require the execution of a formal amendment to this Agreement, unless otherwise agreed between the parties.

- (d) A Variation is deemed to include any Direction given by the Customer's Representative to Coates or its Personnel where Coates incurs additional expenses as a result of acting on such Direction.

### 7.3 Approval by Other Authorities

Unless otherwise provided for in this Agreement or explicitly required by any Law, where any aspect of the Services is subject to the approval or review of any Authority other than the Customer ("Approval"), the preparation, application and obtaining of the Approval and all costs associated with such Approval shall be the responsibility of the Customer.

### 7.4 Data Retention

- (a) The Customer must ensure that all records, documentation, information and data ("Data") required to be retained with respect to the Services are retained in compliance with all Laws and the requirements of any Authority.
- (b) The Customer acknowledges that Coates is not responsible to retain any Data with respect to the Services and that such Data may not be available for retrieval once it has been provided or may be unavailable or temporarily suspended during the Term of the Agreement for reasons outside Coates' control. The Customer indemnifies and releases Coates from and against all liability with respect to any costs, losses or claims which Coates may suffer or incur arising out of the Customer's failure to comply with this clause.

### 7.5 General Responsibilities

The Customer shall:

- (a) promptly review all information and documentation submitted by Coates, and inform Coates of any Directions, in a timely manner for the orderly progress of Services;
- (b) obtain all required consents, approvals and licences and permits from any Authority;
- (c) arrange and make provision for Coates's entry and access to the Site (including obtaining any necessary licence or approval for such purposes) in connection with the performance of the Services;
- (d) where required, provide safe accommodation, transport and meals (to the standards usually provided at Australian sites similar to the Site) when required for all Coates Personnel;
- (e) ensure that all information and documents provided by the Customer to Coates are complete and accurate, and immediately notify Coates of any inaccuracies in the information or documents supplied promptly on becoming aware of same;
- (f) immediately notify Coates whenever the Customer, or the Customer's Representative, becomes aware of a defect or deficiency in any information or documentation submitted by Coates or the work performed by Coates in connection with the Services;
- (g) comply with all relevant industrial relations requirements, relevant Australian Standards, Work Health & Safety (WHS) Laws and Codes of Practice and Environmental Laws and Codes of Practice, original equipment manufacturer's manuals and Coates's operating instructions (where applicable);
- (h) notify Coates immediately should it become aware of any constraint which may hinder Coates's execution of the Services on Site;
- (i) notify Coates immediately of any dangerous or potentially dangerous conditions on the Site (including the identification of any hazardous materials)
- (j) notify Coates promptly of any fault, breakage or damage to any Equipment or other materials owned by Coates;

- (k) notify Coates of any incident including any significant injury to any persons and/or any significant Environmental damage on or near the Site;
- (l) notify the applicable WHS and Environmental Authorities of all notifiable incidents within prescribed time frames and notify Coates of any order received from any such Authorities (including prohibition and improvement notices);
- (m) ensure that the Customer's plant, equipment, tools, services and other items (where used in connection with the Services) are properly maintained and/or repaired such that they are available to operate or be used in an efficient, effective and safe manner at all times throughout the duration of the Project. Coates shall accept no responsibility for any loss or damage to such items owned by the Customer.

## 7.6 Directions

- (a) The Customer shall ensure that its Personnel (other than the Customer's Representative) refrain from giving any Direction to Coates or its Personnel with respect to the manner in which the Services are to be carried out in connection with this Agreement.
- (b) The Customer shall further ensure that all Directions given by the Customer shall be given by the Customer's Representative to the Coates's Representative.
- (c) In the event the Customer is in breach of its obligations pursuant to this clause, and Coates or its Personnel act on any such Direction, the Customer indemnifies and releases Coates from and against all liability with respect to any costs, losses or claims that the Customer or Coates may suffer or incur as a result of Coates acting on such Direction.

## 7.7 Environment

- (a) The Customer warrants that the Site is free from Contamination and, if required by Coates, will provide Coates with the necessary documentation to support such warranty.
- (b) The Customer indemnifies and releases Coates from and against all liability with respect to any costs, losses or claims that Coates may suffer or incur arising out of, or in any way connected with, a breach of the warranty referred to in this clause and with respect to the presence, discharge or release of any Contamination of any kind arising in connection with the Services whether arising from the Site or any adjoining property.

## 8. INTELLECTUAL PROPERTY

### 8.1 Background Intellectual Property

Each party acknowledges that:

- (a) the other party may require it to apply or use its Background Intellectual Property from time to time for the purposes of providing or receiving the Services;
- (b) unless otherwise provided in this Agreement or the Proposal, all Background Intellectual Property remains the sole property of the party who supplied it, and the other party agrees that it will not use, apply, disclose or reproduce the Background Intellectual Property except in accordance with this Agreement; and
- (c) it will be held liable for any damage or loss arising out of the unauthorised disclosure, copying or misuse of the other party's Background Intellectual Property.

### 8.2 Ownership of Documents

- (a) The copyright in the Proposal and all drawings, reports, specifications, calculations and other documents prepared or provided by Coates in connection with this Agreement belongs to Coates, however the Customer shall have a non-exclusive, royalty-free licence to use such documents for purposes in connection with the Project.



- (b) With the consent of the Customer, Coates may publish any articles, photographs, or other illustrations relating to the Project. The Customer's consent for the publication of such materials shall not be unreasonably withheld.

### **8.3 Developed Intellectual Property**

- (a) All Intellectual Property which is produced by, or results from, or is otherwise developed in the course of performance of, the Services rendered by Coates in connection with the Project shall be and remain the property of Coates.
- (b) The Customer shall have a non-exclusive, royalty free licence to use all such Intellectual Property for the life of the Project and for no other purpose or project.

## **9. HIRE OF EQUIPMENT**

Where the Customer has made a request to Coates for the installation (if required) and or the supply by way of dry hire of any Equipment owned by Coates, then the terms of hire shall be as contained in the hire contract, if any, between the parties, and if there is no hire contract, then the Terms of Hire and Special Conditions of Hire shall apply to all such Equipment hire.

## **10. FEES AND PAYMENT**

- 10.1** As compensation for the provision of the Services, the Customer agrees to pay the Fees to Coates.
- 10.2** Coates will issue invoices for the Fees. Invoices will be issued as tax invoices and contain a general itemisation of the fees and expenses.
- 10.3** The Customer must pay Coates the Fees invoiced within 30 days from the date of the invoice.
- 10.4** The Customer acknowledges that the payment terms set out in this clause are considered material terms of this Agreement. Failure by the Customer to comply with this material term shall give Coates a right (at its absolute discretion) to either suspend the Services (until the breach is made good by the Client) or terminate pursuant to clause 15.

## **11. INSURANCE**

- 11.1** Coates shall obtain and maintain the following types of insurance:
  - (a) a Public Liability Insurance Policy in the sum of not less than \$20 million;
  - (b) a Workers' Compensation Insurance Policy, as required by relevant state and territory legislation, to cover Coates and any other persons who may from time to time be employed or engaged by Coates; and
  - (c) a Professional Indemnity Insurance Policy in the sum of not less than \$5 million.
- 11.2** Coates shall, if requested by the Customer, supply a certificate of currency in respect of the insurances set out in this clause at the commencement of this Agreement.

## **12. INDEMNIFICATION**

### **12.1 Indemnification by Coates**

Coates shall indemnify and release the Customer from and against all claims, actions, losses, expenses, costs or damages that the Customer may suffer or incur arising from Coates's negligent or unlawful acts or omissions in the performance of this Agreement.

### **12.2 Indemnification by the Customer**

The Customer indemnifies and releases Coates and its Personnel ("**Indemnified Parties**") from and against all claims, actions, losses, expenses, costs or damages which may be suffered or incurred by the Indemnified Parties, arising directly or indirectly from:

- (a) any contravention of any Law, fraud, wilful misconduct, or unlawful or negligent act or omission by the Customer or its Personnel;
- (b) any breach of this Agreement by the Customer or its Personnel; or
- (c) any death or personal injury to any person, or any loss of or damage to any property of any person,

arising in connection with this Agreement, but reduced to the extent that any liability for same is caused or contributed to by any negligent or unlawful act or omission of the Indemnified Parties.

## **13. LIMITATION OF LIABILITY**

### **13.1** Notwithstanding any other provision in this Agreement:

- (a) to the extent permitted by law, Coates's maximum aggregate liability to the Customer for all claims including for loss or damage made in connection with this Agreement (for contract, tort, under statute or otherwise) is limited to an amount equal to the Fees paid by the Customer under this Agreement but subject to a maximum cap of \$5 million.
- (b) Coates is not liable for consequential or economic loss or damage, including liquidated damages or loss or liability that is not the direct result or immediately identifiable result of any act or omission, loss of profits or revenue (whether direct or indirect), loss of benefit of any contract, delay damages, loss of production or loss of data, or any exemplary or punitive damages.

## **14. TIME AND DELAY**

### **14.1** The Services shall be provided in accordance with dates in the Proposal or otherwise agreed in writing by the parties.

### **14.2** Coates shall be entitled to a reasonable extension of time to provide the Services where it is delayed or disrupted in the supply of Services due to:

- (a) a Force Majeure Event; or
- (b) any breach or other act or omission by the Customer or its Personnel.

### **14.3** In the event of a delay or disruption arising as described in clause 14.2, Coates will be entitled to reimbursement of its reasonable direct costs caused by the delay or disruption.

### **14.4** Failure or delay in performance of any obligation under this Agreement by either party (other than an obligation to pay the Fee) will not be deemed to be a breach of this Agreement if that failure or delay is due to a Force Majeure Event and without the fault or negligence of that party, but in order to excuse its default on this basis, the affected party shall:

- (a) notify the other party of the Force Majeure Event as soon as it becomes aware, specifying the nature, particulars and expected duration thereof;
- (b) take all reasonable steps to overcome and mitigate the effects of the Force Majeure Event; and
- (c) resume performance as soon as possible after the Force Majeure Event ceases.

## **15. TERMINATION**

### **15.1** Coates may terminate this Agreement:

- (a) by giving 7 days' written notice to the Customer if the Customer is in breach of any term of this Agreement and has failed to remedy that breach within 7 days of being requested to do so in writing by Coates or



- (b) immediately on written notice to the Customer if the Customer is in breach of any material term of this Agreement.

**15.2** The Customer may terminate this Agreement by giving 7 days' written notice to Coates if Coates is in breach of any material term of this Agreement and has failed to remedy that breach within 7 days of being requested to do so in writing by the Customer.

**15.3** Either party may terminate this Agreement immediately by written notice to the other party, if the other party:

- (a) suffers an Insolvency Event (subject to any rights the other party may have under the Corporations Act 2001 (Cth)); or
- (b) attempts to assign this Agreement or subcontract any of its obligations under this Agreement other than in accordance with the terms of this Agreement.

**15.4** Notwithstanding the above, termination of this Agreement for any reason shall not release either party from any liability or obligation that, at the time of termination, has already accrued to the other party or that is attributable to a period prior to termination, nor shall it preclude either party from pursuing any rights and remedies it may have at law or in equity with respect to any breach of this Agreement.

**15.5** Upon termination, each party shall immediately return to the other any property belonging to the other party that is in their possession.

**15.6** Termination shall not affect any provision of this Agreement which upon its reasonable interpretation is intended to survive termination of this Agreement.

## **16. DISPUTE RESOLUTION**

**16.1** The parties agree that in the event of a question, dispute or difficulty arising from the content of this Agreement, the matter shall be dealt with as follows:

- (a) the party initiating the question, dispute or difficulty will provide the other party with a letter or email detailing the specifics of the question, dispute or difficulty (**Dispute Letter**);
- (b) the matter will be initially discussed between the chosen senior representatives of the Customer and Coates within 14 days of receipt of the Dispute Letter and each representative must attempt (in good faith) to resolve the dispute by negotiations and consultation between themselves; and
- (c) if the matter is not settled within 14 days of the discussion referred to in (b) then either party may take such further action as it considers appropriate, including commencing proceedings in court.

## **16. GST**

**16.1** Unless otherwise expressly stated, all amounts payable for any supply under this Agreement are expressed to be exclusive of GST. If GST is payable on a taxable supply made by Coates to the Customer under this Agreement, then the Customer will pay to the supplier an amount in respect of the GST in addition to any other consideration provided that Coates provides the recipient with a "tax invoice" in accordance with the applicable legislation.

**16.2** In this clause the terms "GST"; "supply", "taxable supply" and "tax invoice" have the meanings respectively given to them in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

## **17. CONFIDENTIALITY**

**17.1** Each party shall keep Confidential Information received by it under this Agreement strictly confidential and take all reasonable steps to keep it secure.

**17.2** Neither party shall, without the prior written consent of the other party:

- (a) disclose or transfer to any person; or
- (b) use, exploit or copy,

any of the Confidential Information received by it under this Agreement other than for the purposes of this Agreement, or other than to such of its Personnel or professional advisors as are reasonably required to receive such information, provided that such Personnel or professional advisors are subject to reasonable confidentiality obligations and constraints regarding such information.

## **18. MISCELLANEOUS PROVISIONS**

### **18.1 Entire Agreement**

- (a) The terms and conditions contained in this Agreement (including the Proposal) constitute the entire agreement and supersede any other agreement or understanding between the parties.
- (b) In the event of any inconsistency, the documents will prevail in the following order of precedence:
  - (i) a Proposal;
  - (ii) the terms and conditions of this Agreement.

### **18.2 Severability**

In the event of the invalidity of any part or provision of this Agreement, such invalidity shall not affect the enforceability of any other part or provision of this Agreement.

### **18.3 Amendment and Variation**

This Agreement cannot be amended except by an instrument in writing signed by the parties and stating the parties intention to amend this Agreement accordingly.

### **18.4 Assignment**

This Agreement and the rights contained herein are not assignable and may not be novated without the prior written consent of the other party (which consent shall not be unreasonably withheld).

### **18.5 No Waiver**

The failure of either party to exercise or the delay in exercising, any right, power or privilege available to it under this Agreement will not operate as a waiver thereof or preclude any other or further exercise thereof or the exercise by that party of any other right, power or privilege under this Agreement.

### **18.6 Governing Law**

This Agreement is to be governed and construed according to the laws of the state or territory specified in the Proposal (or if no state or territory is specified, then in accordance with the laws of the state in which the Services are to be provided) and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of the said state including any Courts having appellate jurisdiction thereof.

### **18.7 Notices**

- (a) A notice issued by a party to the other party under this Agreement must be in writing addressed to the recipient's address specified in this Agreement (or as varied by written notice) and sent by prepaid registered post, hand delivery or email to that address.
- (b) A notice by a party to the other party under this Agreement will be deemed to be duly given:
  - (i) on the day of delivery if by hand;
  - (ii) 3 days after the date of posting by prepaid registered post if posted within Australia, or 14 days after the date of posting by prepaid registered post if posted from outside Australia; or
  - (iii) if sent by email, when the sender's email enters the email system of the recipient, as the case may be.