

General Terms and Conditions of Purchase

PURCHASE ORDER TERMS AND CONDITIONS

1.0 Definitions. The terms "Products" and "Services" as used herein shall include any equipment, goods, materials, supplies, drawings, data or any other articles or property or services as more fully described on the first page hereof. "Purchase Order" means GDLS-A's purchase order (and any amendments thereto made by GDLS-A) along with these Conditions delivered to the Supplier (i.e. the party to whom this Purchase Order is issued and/or who is named on the Purchase Order's face) by any means including, without limitation, electronically and pursuant to which the Supplier shall supply the Products and Services. "Contract" means a contract for the sale and purchase of Products and Services between GDLS-A and Supplier, consisting of the Purchase Order, these Conditions and any Special Conditions (e.g. conditions stated on the front of the Purchase Order).

1.1 Order of Precedence. The Conditions and any Special Conditions shall apply to all Purchase Orders and shall form part of the Contract, provided that if there is any inconsistency between these Conditions and any special conditions, the special conditions shall prevail to the extent of such inconsistency. No terms and conditions of the Supplier (including, without limitation, any terms or conditions set out in any quotation, estimate, invoice, acknowledgement form or other documentation delivered by the Supplier to GDLS-A) shall prevail over these Conditions or apply to the Contract. GDLS-A shall be bound only by Orders which are placed on GDLS-A's printed or electronic Order forms and signed or otherwise authorised on its behalf by a duly authorised officer, and which are accepted by the Supplier.

1.2 Acceptance by Supplier. Acceptance of the Purchase Order must be communicated by the Supplier within fourteen (14) days of the date of the Order. In the event that the Supplier delivers Goods or performs Services (in accordance with the Order) without such acceptance, the Supplier shall be deemed to have accepted the Order (subject to these Conditions), and the Contract shall be deemed to have been entered into by the parties, on the date that the Supplier first delivers the Goods or commences performance of the Services.

2.0 Delivery of Products and Services. The Products and Services shall be delivered or performed, as the case may be, by Supplier at the place or places specified on the first page hereof. Title to and all risks of loss or damage to any such Products shall remain with Supplier until receipt by GDLS-A, as evidenced by the signature of a duly authorised representative of GDLS-A, along with any documents of title; however, risk of loss with respect to rejected goods shall remain with Supplier.

2.1 Performance. Performance of this Purchase Order at the date or dates specified for delivery of the Products and/or the performance of Services is an integral part hereof. Time is of the essence unless otherwise provided herein. GDLS-A may, at its option, accept delivery at an earlier or later date or dates and such acceptance shall not be deemed to waive any right or remedy available to GDLS-A under this Purchase Order. The Supplier shall inform GDLS-A of any actual or anticipated delay in the delivery of the Products or performance of the Services and, without prejudice to any other right or remedy to which GDLS-A may be entitled by law or contract or otherwise, GDLS-A shall be entitled to require the Supplier (at the Supplier's cost) to expedite delivery via airfreight or other method.

2.3 Change Requests. The Supplier shall consider favourably, and in good faith, any request made by GDLS-A to modify or change the whole or any part of the accepted Order (a "Change Request"). All Change Requests shall be delivered to the Supplier on GDLS-A's printed or electronic Order forms or headed paper and signed by a duly authorised representative of GDLS-A. The Supplier shall use its best endeavours to agree with GDLS-A any adjustments to the price or delivery schedule reasonably necessary to accommodate a Change Request. In the event that the Supplier is unable to accommodate a Change Request, GDLS-A shall be entitled upon written notice to terminate immediately the whole or the relevant part of the Contract, without any liability to the Supplier.

3.0 Charges. Performance of this Purchase Order shall be at the prices set forth on the first page hereof and shall be exclusive of GST, but inclusive of all other taxes, fees, duties, costs and expense (including any expenses incurred by Supplier to comply with legal or other obligations concerning waste, electrical and electronic equipment). No charges shall be made for packing, insurance or delivery unless otherwise agreed, by the parties in writing and, in such case, any such charge shall be separately detailed in the Supplier's invoice. (Export Control Special Conditions apply for International travel).

3.1 Invoices. Unless otherwise agreed by the parties in writing, the Supplier shall submit its invoice no more than thirty (30) days from the date of delivery of any Products or completion of any Services. Each invoice shall accurately set out details of the Products or Services in respect of which the invoice was rendered and the applicable price, exclusive of GST. Invoices shall not be sent to GDLS-A prior to the date of delivery of the Products or commencement of performance of the Services and must be sent to GDLS-A's address designated on the Order quoting the relevant Order number. Payment of all valid invoices shall be made in the currency stipulated in the Order and within thirty (30) days of receipt of the applicable invoice by GDLS-A, provided that GDLS-A may withhold payment in respect of any invoice that it is disputing, in good faith, until such time as the relevant dispute is resolved. GDLS-A may deduct from any sum due to the Supplier, under the Contract or under any other contract, any sum recoverable or due to GDLS-A or an affiliate of GDLS-A from the Supplier, under or in connection with the Contract or any other Contract.

4.0 Warranties. Supplier guarantees that the Products and Services shall: (a) conform in all respects with all drawings, specifications, designs and other requirements or descriptions stated in the Purchase Order or Contract; (b) correspond in all respects with advertisements, brochures, samples or other representations made by the Supplier to GDLS-A; (c) in the case of Products, be new and of the best grade and quality and in compliance and conformity with any applicable national, European or international standards and all other reasonable quality assurance related requests and requirements of GDLS-A and all other applicable legal requirements; and be fit for any purpose for which GDLS-A has expressly or by implication made known that it requires the same; (d) pass all applicable acceptance tests of GDLS-A and the Supplier shall retain relevant test certificates, conformity assessments and test construction files and ensure that these are available for inspection by GDLS-A or any relevant

regulatory authorities when required; and (e) in the case of Services be carried out with reasonable care and skill and in a professional manner. Supplier agrees that this guaranty shall survive any inspection, delivery, acceptance or payment and that in the event any nonconformity with Supplier's guaranty is discovered, in addition to any other remedy available to GDLS-A at law or in equity, Supplier shall be liable, at GDLS-A's option, for the cost of removal, repair or replacement, reinstallation and transportation of each non-conforming Product or Service. This guaranty shall run in favour of GDLS-A and its customers and their respective successors and assigns. Any attempt by Supplier to limit, disclaim or restrict this guaranty or any of GDLS-A's remedies in connection therewith shall be void without GDLS-A's prior written consent.

4.1 Software. The Supplier warrants that it has not used or modified any software to which it does not own the rights ("Third Party Software") in connection with the development of, nor has it incorporated any such Third Party Software into, any of the Products where: (a) the use, modification or incorporation of such Third Party Software obliges or otherwise requires GDLS-A, the Supplier or any GDLS-A customer (i) to pay any sum of money to a third party, (ii) to provide to a third party source code or software upon request, at no charge or for a nominal or minimal charge, or (iii) to notify any of the foregoing to a third party; or (b) such Third Party Software was licensed to Supplier under the terms of any similar license.

4.2 Non-compliant Goods or Services. The Supplier shall, at its own risk and expense but at GDLS-A's sole option, repair, replace, re-perform or refund the cost of any Goods or Services which do not comply with the warranties set out in this Purchase Order at any time during the period of twelve (12) months from the date of delivery, in the case of Goods or completion of performance, in the case of Services (or such longer period as may be specified in the Order). Any Goods or Services repaired; replaced or re-performed pursuant to this provision shall be supplied to GDLS-A with a further twelve (12) month warranty in accordance with this Purchase Order.

5.0 Acceptance; Quality; Inspection. The Products and Services shall be subject to acceptance or rejection by GDLS-A within a reasonable time after delivery or performance. GDLS-A may return to Supplier, at Supplier's expense, Products which fail to meet the terms, conditions or specifications of this Purchase Order. GDLS-A's determination that any Product or Service is defective, unsatisfactory or non-conforming shall be final and binding. If GDLS-A rejects Products or Services, it may also at its sole option: (a) require the Supplier to promptly replace any defective or non-conforming Product and re-perform any unsatisfactory or non-conforming Service without any cost to GDLS-A; (b) recover from the Supplier any monies paid in respect of the rejected Products or Services; or (c) cancel the whole of the Contract (or that part of the Contract relating to the rejected Goods or Services or any Goods or Services yet to be delivered or performed) and, in such circumstances, recover any monies paid to the Supplier under the Contract together with any additional expenses reasonably incurred by GDLS-A in obtaining replacement Goods and/or Services from an alternative supplier.

5.1. Acceptance by GDLS-A of any Product or Service shall not be deemed or construed to be a waiver by GDLS-A of any warranty under this Purchase Order, either express or implied. Payment for the Products and Services shall not be deemed acceptance thereof. GDLS-A's signature given in respect of receipt of the Goods is evidence only of the receipt of the Goods, and not that the correct quantity or number of Goods has been delivered or of GDLS-A's acceptance of the Goods delivered.

5.2. GDLS-A, and its customer (to the extent any Product is ordered for purposes of resale) shall be entitled, upon reasonable notice, to enter the Supplier's works or the premises of its sub-contractors to inspect and test both the Goods during their manufacture, processing or storage and the Supplier's (or where

relevant, the sub-contractor's) quality control procedures. Such inspection or failure to inspect shall not constitute acceptance by GDLS-A of the Goods or any waiver of any right or remedy to which GDLS-A may be entitled under the Contract, at law or otherwise in respect of defective Goods nor shall it relieve the Supplier of any responsibility under the Contract.

5.3 Marking. All Products delivered must be plainly marked with GDLS-A's name, Purchase Order number and contain a packing note which is uniquely numbered and sent at the same time as the Products are dispatched. All Hardware deliverables (Spares, Repairs etc.) are to be packaged and labelled in such a way so as to avoid any deterioration, loss or damage during delivery. On delivery of each consignment of the Goods the Supplier shall deliver to GDLS-A such documents (including, without limitation, advice notes and certificates of conformity) as required or otherwise requested by GDLS-A without which GDLS-A may reject the delivery of the Goods.

5.4 Changes in Purchasing Information. Supplier shall notify GDLS-A of changes in product and/or process, changes of suppliers, changes of manufacturing facility location and, where required, obtain GDLS-A's approval, and flow down to the supply chain the applicable requirements including customer requirements.

6.0 Intellectual Property. Supplier shall procure, on a royalty-free, irrevocable, perpetual basis, all third party consents and licenses necessary for GDLS-A and its customers to use, make use of and/or have used the Products and Services. In the event the Order and/or the applicable purchase price provides for the design or development of any Deliverable by the Supplier for GDLS-A, all patents, designs, copyrights and all other intellectual property rights in such Deliverable (and all other designs, drawings, specifications and other documentation produced or developed by the Supplier in connection with the same) shall vest in GDLS-A and the Supplier shall execute all documents and do all acts as are necessary to vest such intellectual property rights in GDLS-A. All drawings, data, designs, engineering instructions, models, specifications, or other technical or business information, written or otherwise, supplied by on or behalf of GDLS-A or prepared by Supplier specifically in connection with performance under this Purchase Order shall be and remain the property of GDLS-A and, upon request of GDLS-A, such information and all copies thereof held by Supplier shall be returned to GDLS-A. The Supplier shall acquire no right, title or interest in or to such Designs, save for the right to use such Designs in the course of performing its obligations under the Contract. Supplier grants to GDLS-A a royalty – free irrevocable worldwide, perpetual non-exclusive license, including the right to sub – license, in respect of intellectual property in existence at the date of each respective Purchase order or is subsequently brought into existence other than as a result of the performance of this Contract and is embodied in, or attaches to, the Products/ Services or is otherwise necessarily related to the functioning or operation of the Products/ services ("Background Intellectual Property").

7.0 Risk of Loss. Property and risk in the Goods shall pass to GDLS-A on delivery in accordance with Condition 2.1. Such passing of property and risk shall be without prejudice to any right of rejection or cancellation arising under the Contract, at law or otherwise. Any goods or raw materials purchased or allocated by the Supplier for the purpose of fulfilling the Contract or any work done thereunder (collectively "Work In Progress") shall immediately vest in GDLS-A where advance payment or progress payments have been made by GDLS-A in respect of the Contract. The Supplier shall clearly mark Work In Progress in such a way that it is clearly identifiable as the property of GDLS-A.

8.0 Insurance; Indemnity. Supplier shall take all proper safeguards against loss and injury in the performance of the Services. During the term of this Agreement, Supplier shall maintain sufficient insurance, with insurers of recognized

responsibility and shall require subcontractors to do the same. Supplier shall indemnify GDLS-A (and its affiliates, owners, directors, officers, employees, contractors and agents) against all losses, damages, liabilities, costs and expenses (including legal expenses) suffered or incurred in connection with the Supplier's supply of the Products and/or Services, including, without limitation, any claim in connection with the personal injury to, or death of, any person or loss, damage or destruction of property (a) caused by the negligence of the Supplier, its employees, sub-contractors, agents and/or other representatives, or any breach by the Supplier of the Contract or (b) resulting from any default in the performance of any of the covenants or agreements of Supplier in this Purchase Order or (c) arising from Supplier's sale, manufacture or delivery of the Products to, or performance of the Services for, GDLS-A, or GDLS-A's use thereof, including, without limitation, by reason of any alleged infringement of any Australian or foreign patent, copyright, trademark or trade secret or other intangible property right with respect to any Product, or (d) resulting from any injury, loss, or damage to any third party (including, but not limited to, GDLS-A's employees, agents, or subcontractors) or its property caused in part or in whole by the action or failure to act of Supplier or any of its employees, agents, or subcontractors. In the event that the sale or use of any Goods or Services breaches the warranty set out in subsection (c) herein, the Supplier shall (at GDLS-A's sole option), without limitation and without prejudice to the indemnity set out in herein: procure all necessary third party consents and licenses for GDLS-A and where relevant its customers, to use, make use of or to have used the Goods and Services; or modify, replace or re-perform the infringing Goods and/or Services with non-infringing Goods and/or Services which conform, in all material respects, with the Contract. Supplier shall be under no liability under this Section in respect of any infringement claim of a third party due to a design or specification supplied by GDLS-A.

8.1 Limit of Liability. Notwithstanding Conditions 8.0 and 9.1, GDLS-A shall not be liable for any loss of income, loss of actual or anticipated profits, loss of business, loss of revenues, loss of contracts, loss of goodwill or reputation, loss of anticipated savings, loss of, damage to or corruption of data, or for any incidental, indirect, special or consequential loss or damage of any kind arising out of or in connection with this Contract, in each case howsoever arising and whether such loss or damage was foreseeable or in the contemplation of the parties and whether caused by tort (including negligence), breach of contract or otherwise. For any other potential liabilities incurred by GDLS-A under this Contract, such aggregated liability is limited to the value of the individual Purchase Order affected.

9.0 Company Property. All jigs, tools, dies, patterns, moulds, gauges, components, materials or any other items of whatsoever nature provided by GDLS-A for use in connection with the Contract (collectively, "Property") shall be at the Supplier's risk from the time of receipt of delivery until it is returned to GDLS-A. Title to the Property shall remain vested in GDLS-A and/or its licensors or suppliers and Supplier will insure the Property against all loss and damage and note GDLS-A's interests on its policy. GDLS-A shall have the right (with reasonable notice) to inspect Property while in the Supplier's possession or control. The Supplier shall maintain a list of all Property in its possession or control and shall, at the request of GDLS-A, provide GDLS-A with a copy of such list or any other information that GDLS-A may require concerning the Supplier's maintenance, use, possession, control or holding of such Property. The Supplier shall not use any Property other than for the purpose of performing its obligations under the Contract and shall maintain the same in good condition. The Supplier shall, at the sole option of GDLS-A, either return the Property to GDLS-A or destroy the same (and provide confirmation of such destruction) at any time upon GDLS-A's written request or, in any event, on completion of the Contract. The Supplier shall comply with all applicable laws, rules and regulations concerning the destruction

of Property, including (without limitation) any laws, rules, regulations or guidance concerning waste electrical and electronic equipment.

9.1 Personnel. If the performance of the Contract requires the Supplier to send employees to GDLS-A's premises then, notwithstanding any degree of supervision or instruction by GDLS-A, such employees shall remain employees of the Supplier and under the Supplier's control. Moreover, the Supplier shall effect and maintain in force comprehensive employer's liability insurance in respect of such employees and shall indemnify GDLS-A against all losses, damages, liabilities, costs and expenses (including legal expenses) suffered or incurred by GDLS-A in connection with the personal injury to, or death of, any of the Supplier's employees, sub-contractors, agents and/or other representatives while on GDLS-A's premises whether or not such persons were, at the time of their death or personal injury, acting in the course of their employment or engagement. The Supplier shall ensure that all of its employees, sub-contractors, agents or other representatives ("Personnel") employed for the purposes of the Contract are suitably skilled and qualified and shall provide details upon GDLS-A's request. The Supplier shall ensure that all Personnel required to execute work on GDLS-A's premises in performance of the Contract shall abide by applicable laws, rules and regulations concerning health and safety including, without limitation, the Health and Safety at Work etc. Act 2011 and by the safety rules, regulations and any other instructions of GDLS-A as may be communicated to such Personnel or the Supplier from time to time.

10.0 Confidential Information. Supplier acknowledges that Supplier may receive, be exposed to, and learn in the course of providing to GDLS-A the Products and Services hereunder secret, confidential, or proprietary knowledge, information, or trade secrets of GDLS-A, including but not limited to information regarding know-how, drawings, designs, specifications supplied by GDLS-A in connection with the Contract, business methods, finances, customers, suppliers, pricing, marketing, technologies, and the personnel of GDLS-A and the terms/conditions of this Contract, ("Confidential Information"), in various media, including but not limited to oral, written, and electronic form. "Confidential Information" shall not include any information which is publicly available through no fault of Supplier. Both during and after Supplier's engagement with GDLS-A, without prior written consent by GDLS-A, Supplier shall not (a) disclose or make accessible to any person or communicate in any manner to any party any Confidential Information, or (b) use any Confidential Information for personal benefit or for that of a third party; provided, however, that the Supplier may provide such information where required by law so long as Supplier uses all reasonable endeavours to notify GDLS-A in advance of such disclosure and seeks to ensure that all such recipients agree to be bound by similar confidentiality restrictions. Supplier shall return or destroy the Confidential Information upon GDLS-A's request. Supplier agrees to comply with all applicable security procedures in the event Supplier is provided with information marked as "classified" pursuant to the Contract or Order.

11.0 Termination. GDLS-A shall have the right to terminate this Purchase Order at will, without liability, in whole or in part, at any time, and from time to time, by written notice to Supplier effective upon receipt of such notice by Supplier at which time, Supplier shall immediately discontinue performance hereunder and comply with GDLS-A's instructions regarding disposition of Products and completion of Services delivered or to be delivered hereunder. GDLS-A shall thereafter pay a fair and reasonable price, not to exceed the total purchase price of the Order, to Supplier for Products and Services delivered or performed by Supplier and accepted by GDLS-A prior to the date of termination. In addition, GDLS-A may cancel the whole or any part of the Contract immediately with written notice, and without liability, in the event that Supplier breaches a material provision of the Contract

(including delivery or performance by the applicable delivery date) and fails to cure such breach within seven (7) days of receipt of written notice requiring it to do so; or becomes insolvent. In the event, GDLS-A terminates the contract for an uncured material breach, GDLS-A may (at its sole option) claim damages for any losses, damages, liabilities, costs and expenses incurred by GDLS-A as a result of such failure to deliver and/or perform the Products and/or Services (including, without limitation, legal costs and late delivery charges levied by a third party); require the Supplier to fulfil all outstanding Orders and, in such circumstances, the Supplier shall do the same in accordance with the Contract; and require the Supplier to deliver all Goods or any part thereof which have been paid for by GDLS-A prior to termination including any Work in Progress as further defined herein.

12.0 Compliance. The Supplier shall (i) comply with all applicable laws, rules and regulations including, but not limited to, all laws relating to safety, health, and the environment in relating to the creation, sale and delivery of the Products and performance of the Service and (ii) be responsible for the payment of all charges, duties and taxes (excluding GST relating to the supply of the Products and/or Services to GDLS-A).

12.1 Export Compliance. The Supplier shall secure and comply with all necessary export and import licences, agreements, consents, Customs clearances and all other approvals in respect of the supply of the products and services to GDLS-A, including authorisations, if any, provided by the U.S. Department of State, pursuant to the International Traffic in Arms Regulations (ITAR), and the U.S. Department of Commerce, pursuant to the Export Administration Regulations (EAR). Supplier shall provide a clear statement to GDLS-A of the U.S. content (either ITAR-controlled or EAR-controlled) of all products that they are required to sell to GDLS-A, and shall obtain and provide copies to GDLS-A of all licences, permits, approvals or other authorisations as necessary to sell and deliver the products to, and perform the services for, GDLS-A pursuant to this Purchase Order. Supplier shall inform GDLS-A as soon as they become aware that the exportability or importability of the products that they are required to sell and deliver to GDLS-A has changed. Supplier shall be held responsible for any delays in delivery of products or services to GDLS-A as a result of the permanent or temporary inability to obtain export licences or authorisations as a result of a change in the ITAR / EAR status of products that they are required to sell to GDLS-A. Supplier shall obtain all necessary amendments to licences, permits, approvals or other authorisations as requested by GDLS-A. On request, each party shall supply the other with information necessary to support the requisite export / import authorisations, such as ultimate end user, ultimate end use, intermediate consignees, signatories, foreign sub-licensees and their nationalities. The supplier shall also provide accurate Customs Commodity Code information for all products being supplied under this Purchase Order.

13.0 Environmental Requirements and Sustainability. The Supplier shall comply in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the supply of goods and services

The Supplier shall meet all reasonable requests by the Purchaser for information evidencing compliance with the provisions of this Clause by the Purchaser, and provide the Purchaser with the contact name and details of its Environment and Sustainability Representative.

The Supplier shall at all times be capable of demonstrating to the Purchaser how it builds Sustainable Development into its policies, plans and decisions, and how it identifies, monitors and mitigates environmental, economic and social impacts. (refer Export Control Special Conditions).

13.1 Hazardous Substances. The Supplier shall not deliver any hazardous or toxic substances to GDLS-A's premises without GDLS-A's prior written approval and, if approved, the Supplier shall, subject to any foreign government restriction, ensure that full

details of the Hazardous Substance are provided to GDLS-A in the format of a Safety Data Sheet (SDS), except where the applicable SDS exists within the Australian ChemAlert database and the Supplier identifies that SDS to GDLS-A by reference to its unique record within that database. All hazardous Goods shall be marked with applicable international danger symbols and display the name of the material in English. GDLS-A.

15.0 Force Majeure. In the event of fire, flood, strike, lockout, other labour disturbances, accident, war or other cause ("Force Majeure Event") beyond the reasonable control of GDLS-A which prevents or interferes with its acceptance or use of the Products and/or Services, GDLS-A may defer delivery of the Products or performance of Services without liability or obligation to Supplier nor shall Supplier be liable to GDLS-A should a Force Majeure Event preclude or delay Supplier from performing its obligations under the Contract provided that Supplier notify GDLS-A in writing immediately on it becoming aware of the Force Majeure Event and use its best endeavours to minimise the effect of such Force Majeure Event. GDLS-A may cancel in whole or the relevant part of the Contract, without liability to the Supplier, in the event that a Force Majeure Event prevents, delays the Supplier from performing its obligations under the Contract for thirty (30) days or more.

16.0 Assignment. The Supplier may not, without the prior written consent of GDLS-A, assign or transfer to any third party its rights or obligations under the Contract or engage sub-contractors to perform any of its obligations under the Contract. For the avoidance of doubt, GDLS-A may assign its rights to a third party without the prior written consent of the Supplier.

17.0 Entire Agreement. This Contract is the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, commitments, representations, writings and other communications between the parties with respect to the subject matter hereof. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties, except as expressly stated in the Contract.

18.0 Waiver. The failure by a party to enforce or exercise, at any time or for any period of time, any term or any right or remedy to which it may be entitled under the Contract, at law or otherwise shall not be construed as a waiver or relinquishment of such term, right or remedy nor shall it limit or otherwise affect the party's rights to enforce or exercise, in the future, such term, right or remedy. The exercise, by a party, of any of its rights or remedies under the Contract shall be without prejudice to any other rights or remedies to which that party may be entitled under the Contract, at law or otherwise. Neither party shall have any remedy in respect of any untrue statement, made by the other party, upon which that party relied in entering into the Contract, unless such untrue statement was made fraudulently.

19.0 Modification. Any modification of this Purchase Order will be effective only if it is in writing signed by Supplier and GDLS-A.

20.0 Severability. In the event that any term of the Contract is found to be void, illegal, invalid or otherwise unenforceable, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from the Contract and shall in no way affect the legality, validity or enforceability of the remaining terms.

21.0 Relationship of the Parties. Unless expressly stated otherwise in the Contract, the relationship of the parties is that of independent contractors and nothing in the Contract shall constitute either party as the agent, employee or representative of the other, or empower either part to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as having authority to do the same.

22.0 Law. All Contracts shall be governed and construed in all aspects in accordance with the laws of the State of Australia and the courts of that State shall have a non-exclusive jurisdiction to decide any matter arising out of the Contract except that GDLS-A

may commence proceedings, as claimant, in the courts of any competent jurisdiction.

23.0 Publicity. Notwithstanding any other provision of this Purchase Order, Supplier shall not use GDLS-A's names or trademarks, and shall not make, release or disseminate any public statements, promotions, press releases or announcements relating to GDLS-A, without GDLS-A's prior written consent, including, without limitation, the fact that GDLS-A and Supplier have entered into this Purchase Order, or that Supplier is providing GDLS-A with Products and Services hereunder.

24.0 Notices. Unless otherwise agreed in writing, all notices and other communications required or permitted to be given under the Contract shall be in writing and be delivered or transmitted to the intended recipient's address as specified in the Purchase Order (as may be modified by a party upon notice to the other). Any notice shall be treated as having been served on delivery if delivered by hand, three (3) working days after posting if sent by pre-paid registered mail, two (2) working days after dispatch if sent by courier and on confirmation of transmission if by facsimile or transmitted by Electronic Mail at the time recorded by the receiving machine when the recipient opens the mail, unless the sender is notified that the email was not successfully transmitted or the email is incomplete or in garbled form. .

25.0 Anti-Bribery. Both parties agree that in connection with activities under this Agreement it shall not carry out any prohibited acts, make or promise to make any improper payments, or provide or offer to provide anything of value, directly or indirectly, to government officials or other parties in violation of the Foreign Corrupt Practices Act, the UK Bribery Act 2010 or other applicable anti-bribery laws. It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage. Each party further represents that it maintains an anti-corruption policy which prohibits the foregoing activities.

26.0 Privacy. Supplier shall a) use or disclose Personal Information obtained during the course of providing the Suppliers or Services under the Contract, only for the purposes of the Contract, b) not do any act, or engage in any practice that would breach an Information Privacy Principle contained in section 14 of the Privacy Act 1988 (Cth) (the Act), which if done or engaged in by an agency, would be a breach of that Information Privacy Principle, c) not use or disclose Personal Information, or engage in an act or practice that would breach section 16F of the Act, or a National Privacy Principle, particularly National Privacy Principles 7 through to 10 or an Approved Privacy Code, unless in the case of section 16F, the use or disclosure is necessary, directly or indirectly, to discharge an obligation under the Contract, or in the case of an National Privacy Principle or an Approved Privacy Code, if the activity or practice is engaged in for the purpose of discharging, directly or indirectly, an obligation under the Contract, and the activity or practice is inconsistent with the National Privacy Principle or Approved Privacy Code, d) notify individuals whose Personal Information is held by Supplier of the complaints mechanism outlined in the Act that may apply to Supplier, e) disclose in writing to any person who asks, the content of the provisions of the Contract (if any) that are inconsistent with a National Privacy Principle or an Approved Privacy Code binding a party to the Contract, f) carry out and discharge the obligations contained in the Information Privacy Principles as if it were an agency under the Act; and g) ensure that any officer, employee or agent of Supplier who is required to deal with Personal Information for the purposes of the Contract, is made aware of the obligations of Supplier as set out in this clause.

Supplier shall promptly notify GDLS-A where it becomes aware of a breach or possible breach of any of the obligations contained in this clause or if it becomes aware that a disclosure of Personal Information may be required by law or if it is approached by the

Privacy Commissioner, or by any individual to whom any Personal Information relates.