

Terms & Conditions of Supply of Goods & Services

Ramsey Products Terms and Conditions

The Customer acknowledges and agrees that these terms of sale (terms) constitute an agreement between SRO Technology Pty Ltd (SRO) and the Customer and are to be read in conjunction with SRO's terms and conditions which are incorporated by reference and are annexed hereto. These terms prevail in the event of any inconsistency between the terms and SRO's terms and conditions.

1 Equipment Warranty

- 1.1 SRO warrants that the equipment is free from defect in workmanship and materials under normal use and service.
- 1.2 SRO will make good, by repair, or at its option, by replacement, defects which, under proper use in SRO's opinion, appear in the equipment within a period of twelve (12) months from the date of completion of equipment commissioning, or eighteen (18) months from the date of original delivery ("Warranty Provider"), whichever is the earlier.
- 1.3 Any goods that are supplied under replacement shall be supplied EXW, SRO Stores, Brisbane, Australia.
- 1.4 All freight, insurance, taxes, imposts, duties and levies etc will be to the Customer's account.
- 1.5 Equipment will be repaired during the Warranty Period, free of charge, at SRO facility providing that it is returned to SRO, freight paid.
- 1.6 A Customer making a warranty claim under this clause 1 will, at its own cost, return the Goods to SRO for inspection and rectification works (if any).
- 1.7 In the event SRO deems that a warranty claim can be made and the Customer is not at fault, SRO will return the Goods to the Customer at no charge and refund the Customer for the original shipping costs to return the Goods to SRO.
- 1.8 If SRO deems the repair does not fall under warranty, then the Customer shall be responsible for repair costs and return freight and shipping.
- 1.9 In the event repairs are required to be undertaken on-site, the Customer acknowledges that it will be liable for any travel, accommodation and costs incurred by the relevant SRO technician.
- 1.10 Warranty on equipment shall only be valid if SRO service engineers supervise installation, and commissioning of equipment is only performed by SRO service engineers.
- 1.11 On SRO accepting a warranty claim on any item, SRO has the right to take ownership of the parts under the warranty claim.
- 1.12 If the SRO exercises this right, then SRO shall at its absolute discretion decide if SRO requires the return of the warranted item in which case SRO shall advise Customer and Customer shall be responsible for removal, packaging and return delivery to SRO on an FOB basis.
- 1.13 If SRO does not exercise the above right for ownership of the warranted item, the Customer shall retain responsibility for the disposal of such item at Customer's cost.
- 1.14 Except as otherwise required under the Australian Consumer Law, this warranty is in lieu of all other warranties expressed or implied and is the Customer's sole and exclusive remedy in the event of defective equipment.
- 1.15 This warranty does not apply to replacement or repairs which are required as a result of negligent use, improper installation by others, maladjustment, modification or lack of routine maintenance by others.
- 1.16 SRO does not warrant the overall performance of any plant or the result of any process on which their equipment is used.
- 1.17 This warranty does not apply to any items considered to be of consumable nature, i.e. all items listed as "Consumables" and including any other such parts susceptible to wear and tear, eg. probe windows, pump hoses, rubber and plastic pipes/tubes, impellers, stirrer shafts, mild or stainless steel tanks and primary sampler internal linings, including sample cutters, sample nozzles, liners, conveyor belts, feed hoppers, etc.

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- 1.18 This guarantee also does not cover any form of surface coating, e.g. rubber lining, paint coatings, etc.
- 1.19 At the conclusion of the Warranty Period any site visit for repair, recalibration, training etc will be charged for at the prevailing man-day rate for each day spent on-site, plus travel days, with all air fares, transit costs, accommodation, meals and on-site transport charged to the Customer at cost.
- 1.20 Warranty is not given on the computer and peripherals, unless the computer and peripherals are supplied by SRO.
- 1.21 If the Customer purchases the computer and peripherals from a third party, it is the Customer's responsibility to arrange for service and warranty agreements for these items with the local computer agents.

2 Intellectual Property

- 2.1 SRO will indemnify the Customer from and against, and shall defend, any suit or proceeding brought against the Customer based on a claim that the manufacture, use or sale of any goods supplied under the Purchase Order constitutes infringement of any patent, copyright, trademark or proprietary information rights of others in the country of Australia, and SRO shall pay all damages and costs awarded therein against the Customer.
- 2.2 SRO shall be notified promptly in writing of any such suit or proceeding and shall be given adequate authority, information and assistance (at SRO's expense) for the exclusive defence of same, subject to the right of the Customer to be advised by SRO in advance of developments in such action.
- 2.3 In the event the goods are held in such suit to constitute infringement and the sale or use of the goods are enjoined, SRO shall, at its own expense, either procure for the Customer the right to sell and use the goods or replace same with substantially equal but non-infringing goods, or modify the goods so they become substantially equal to but non-infringing; or if approved by the Customer

remove the goods and refund the purchased price and the transportation and installation costs thereof, less a reasonable use fee.

- 2.4 The preceding paragraph shall not apply to any goods manufactured, designed and/or required by the Customer nor shall it apply to claims that the sale or use of a process or use of a combination of any goods supplied by SRO hereunder with any other process or equipment infringes a patent, if such process or other equipment was not supplied by SRO and SRO's supplying of the goods does not constitute contributory patent infringement.

3 Royalties

- 3.1 All payments for royalties or fees in respect of letters of patent, registered designs, trade marks or names, copyright or other protected rights due or payable for or in connection with any matter or thing used or required to be used in connection with the supply of the goods and/or work covered by the Purchase Order, whether payable in one sum or instalments or otherwise, shall be deemed to have been included by SRO in the price payable by the Customer hereunder and shall be paid by SRO those to whom they may be due or payable.
- 3.2 SRO shall have no liability under this clause 3 to the extent any such Indemnified Items are caused by either:
 - (i) the negligence or wilful misconduct of Customer, its employees, agents or representatives or contractors,
 - (ii) by any third party,
 - (iii) use of a Goods in combination with equipment or software not supplied by SRO where the Goods would not itself be infringing,
 - (iv) compliance with Customer's designs, specifications or instructions,
 - (v) use of the Goods in an application or environment for which it was not designed, or

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- (vi) modifications of the Goods by anyone other than SRO without SRO's prior written approval.
 - 3.3 Customer shall provide SRO prompt written notice of any third-party claim covered by SRO's indemnification obligations hereunder.
 - 3.4 SRO shall have the right to assume exclusive control of the defence of such claim or, at the option of the SRO, to settle the same.
 - 3.5 Customer agrees to cooperate reasonably with SRO in connection with the performance by SRO of its obligations in this clause 3.
 - 3.6 Notwithstanding the above, SRO's infringement related indemnification obligations shall be extinguished and relieved if SRO, at its discretion and at its own expense:
 - (i) procures for Customer the right, at no additional expense to Customer, to continue using the Goods;
 - (ii) replaces or modifies the Goods so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Goods; or
 - (iii) in the event (i) and (ii) are not practical, refund to Customer the amortized amounts paid by Customer with respect thereto, based on a five (5) year amortization schedule.
- 4 Limitation of Liability**
- 4.1 Notwithstanding anything to the contrary herein, the liability of SRO under these terms and conditions (whether by reason of breach of warranty, breach of contract, tort, indemnification, or otherwise, but excluding liability of SRO for breach of warranty (the sole remedy for which shall be as provided under Equipment Warranty section hereof) shall not exceed an amount equal to the total purchase price theretofore paid by Customer to SRO with respect to the products or services giving rise to such liability.
- 4.2 Notwithstanding anything to the contrary contained herein, in no event shall SRO be liable for any indirect, special, punitive, consequential or incidental damages (including without limitation damages for loss of use of facilities or equipment, loss of revenue, loss of profits or loss of goodwill), regardless of whether SRO:
 - (i) has been informed of the possibility of such damages or
 - (ii) is negligent.
 - 4.3 The indemnity provided herein shall not apply to the extent that the Customer, the Customer's employees, sub-contractors or agents are responsible for any damages, losses or costs incurred.
- 5 Licensing for Use of Radio-isotopes**
- 5.1 It should be noted that many governments require that the Customer is licensed to own radio-isotope sources and that by virtue of local legislation, are required to designate a radiation safety officer (RSO) who is licensed to handle radio-isotopes.
 - 5.2 It is the responsibility of the Customer to arrange for its RSO and the respective license(s) associated with the radio-isotope(s).
 - 5.3 SRO will assist with all necessary information.
 - 5.4 Delivery of the radio-isotope is contingent on:
 - (i) Customer providing all the required licenses, clearances etc. in a timely manner;
 - (ii) the length of the sub-SRO queue and delivery estimate of the radio-isotope, from the time the license application is submitted to the proper authority;
 - (iii) the ability of SRO to find and secure adequate and lawful means of transportation of radio-isotopes to the site; and
 - (iv) the absence of any governmental hindrance in importing said radio-isotopes to site.
 - 5.5 SRO accepts no responsibility for delay in delivery of radio-isotope or liability for direct or consequential damages related

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to any such delay and shall not under any circumstances be considered in default of the Contract, including but not limited for reasons identified in (i) – (ii) above.

- 5.6 In the event the radio-isotope(s) are delayed, Customer agrees to make any and all payments in accordance with the agreed upon payment schedule and may withhold only those payments which are directly linked to the delayed delivery of the radio-isotope(s).
- 5.7 In addition, notwithstanding anything else to the contrary contained herein, delivery of the radio-isotope(s) shall be at Customers sole risk and any Customer claim for delayed delivery or otherwise involving the radio-isotope(s) shall be deemed to be in the Customer's full control and may not be deemed an event of force majeure.

6 Software Licenses

- 6.1 By accessing or otherwise utilising the software provided with this system (from Microsoft, SRO and others), the Customer agrees to be bound by the terms of the license agreement for each.
- 6.2 The details of the license agreement are available on request to SRO.
- 6.3 With respect to any software products incorporated in or forming a part of the Goods hereunder, SRO and Customer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Customer" or similar or derivative words are understood and agreed to mean "licensee".
- 6.4 Notwithstanding anything to the contrary contained herein, SRO or its licensor, as the case may be, retains ownership of and title to all software products provided hereunder.
- 6.5 SRO hereby grants to Customer a royalty-free, non-exclusive, non-transferable license, without power to sublicense, to use software provided hereunder solely for Customer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Customer's own internal business purposes.
- 6.6 This license terminates when Customer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein.
- 6.7 For purposes of the Copyright Act 1968 (Cth), as amended, and for all other purposes, SRO will be considered the owner of the software products and related documentation provided hereunder and any copies thereof, and of all copyright, trade secret, patent, trademark and other intellectual property rights therein.
- 6.8 Customer agrees not to sell, transfer, license, and loan or otherwise make available to third parties the software products and related documentation provided hereunder.
- 6.9 Customer may not modify, enhance or otherwise change or supplement the software products provided hereunder without SRO's prior written consent.
- 6.10 The source code for the software products supplied hereunder will not be disclosed to Customer, and Customer may not disassemble, decompile or reverse engineer the software products supplied hereunder.
- 6.11 Customer agrees to hold in confidence the software products and related documentation supplied hereunder and not to disclose or make available in any form the same, except to SRO's and Customer's employees and agents.
- 6.12 SRO will be entitled to terminate this license if Customer fails to comply with any term or condition herein.
- 6.13 Customer agrees, upon termination of this license, immediately to return to SRO all software products and related documentation provided hereunder and all copies and portions thereof.
- 6.14 Certain of the software products provided by SRO may be owned by one or more third parties and licensed to SRO.

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6.15 SRO and Customer intend and agree that software products owned by third parties and provided hereunder are being sublicensed to Customer, that such third parties retain ownership of and title to such software products and that such third parties may directly enforce Customer's obligations hereunder in order to protect their respective interests in such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

6.16 For SRO Software the following provisions apply:

- (i) The WinISA software (Software) is the property of SRO.
- (ii) Nautilus Software suite is the property of SRO.
- (iii) All Rexx script developed by SRO are the property of SRO.
- (iv) PCMain Software and supporting configuration files are the property of SRO.
- (v) Base Coal software suite is the property of SRO.
- (vi) COBOS software is the property of SRO.
- (vii) Base Cement software suite is the property of SRO.
- (viii) PREBOS software is the property of SRO.
- (ix) RAMOS software is the property of SRO.
- (x) Any and all modifications made to the Software remain the property of SRO.
- (xi) This software can not be used in part or total with any software installed on SRO analysers by the customer or other vendors without the written approval of SRO.

7 Confidentiality, Intellectual Property and Copyright

7.1 The copyright of all reports, documents, software and information produced by SRO is vested in SRO, and the Customer's right to their use is restricted wholly to the purpose for which the

Services are provided pursuant to this contract, and no part of the reports, documents, software and information may be used for other purposes without SRO's written permission.

- 7.2 All right, title and interest in and to any work product, including, but not limited to, any reports, drawings, photographs, data and specifications, whether stored on paper, computer disks or otherwise, software programs, derivative works, discovery, invention, patent, know-how or improvement (together, the "Work Product") which may be conceived, created or developed as a result of or in connection with the Goods and/or Services shall be the sole property of SRO, and, subject to the terms and conditions of this Agreement, SRO shall grant a non-exclusive, non-transferable license to Customer to use the Work Product for its internal business purposes.
- 7.3 SRO agrees that the staff involved in the conduct of the contract shall not, without the consent of the Customer, disclose any confidential information received from the Customer relevant to the project to parties outside this contract.
- 7.4 Neither the Customer, nor SRO shall disclose to parties outside this contract any matter regarding this project without the express approval of the other, and where such disclosure involves any publication or release of written information the approval shall be in writing between the parties.
- 7.5 Such disclosure shall not be deemed to include any transaction undertaken in the legitimate activities under the contract or a simple statement by SRO seeking other projects that this project has been undertaken by SRO.

8 Right to Terminate Contract

- 8.1 This Agreement shall be terminated on the completion of the project or at such other time and under such conditions as SRO and the Customer mutually agree in writing.
- 8.2 Upon such termination or cancellation SRO shall be entitled to recover from the

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Customer all its costs, expenses and reasonable charges incurred up to the date of termination and any costs incurred in anticipation of the continuance of the work or the cancellation of any arrangements made, orders placed or the resale of equipment and materials made in anticipation of the continuance of the work.

- 8.3 SROs Cancellation Fee shall be as defined in Clause 9 hereof.

9 Default by Customer

- 9.1 In the event of any default by the Customer which prevents SRO from carrying out the work specified in this Agreement SRO may at its discretion and without prejudice to any other rights which it may have to terminate this Agreement under Clause "Right to Terminate Contract" give the Customer written notice of such default requesting him to remedy the default within thirty (30) days after the date of service of the notice or such further time specified.
- 9.2 Should the Customer fail or refuse to remedy fully the default within the time specified SRO may in its discretion terminate the Agreement and upon such determination SRO shall be entitled to recover from the Customer a cancellation fee in accordance with the following table (**Cancellation Fee**):

Number of days before Delivery Date (as detailed in Customer Purchase Order)
x
Percentage of Purchase Price applied as Cancellation Fee:

0 – 45	100%
46 – 90	80%
91-120	50%
> 120	30%

10 Export Restrictions

- 10.1 The Customer acknowledges that each Product and any related software and technology, including documents and other material containing technical data and other information (collectively

"Items"), may be subject to export controls of the Australian government.

- 10.2 Such export controls may include, but are not limited to, those of the Export Control Act 2020 (the "ECA"), which may restrict the export of Items from Australia and their re-export from other countries.
- 10.3 The Customer shall comply with the ECA and all other Australian laws, regulations, laws, treaties, and agreements relating to the export or re-export of any Item, and without limiting the foregoing, shall not, without first obtaining permission to do so from the appropriate Australian government agencies:
- (i) export or re-export any Item into any of those countries listed from time to time in the ECA as countries subject to general embargoes or to any persons who are specially designated nationals of such countries; or
 - (ii) export, re-export, distribute or supply any Item to a person if the Customer knows that such person intends to export or re-export the Item to any such embargoed country or a national thereof or intends to use or allow others to use the Item for activities related to weapons or their delivery.
- 10.4 The Customer shall cooperate fully with SRO in any official or unofficial audit or inspection related to the export control laws or regulations of the Australian government.
- Non-Australian Approvals**
- 10.5 The Customer shall obtain and maintain, at its own expense, any non-Australian governmental consents, authorizations, approvals, filings, permits, or licenses required for it to export or import any product or other item and for each of the Customer and SRO to exercise its rights and to discharge its obligations under this Agreement including, without limitation, all consents of and filings with any non-Australian governmental body.
- Indemnification**
- 10.6 Customer agrees to indemnify and hold SRO harmless from, or in connection



SRO TECHNOLOGY
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with, any violation of the provisions of this Section by Customer or its employees, consultants, agents, or clients.