

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale of GreyScan Australia Pty Ltd ACN 625 303 219 (**GreyScan**) and the relevant Order form a legally binding agreement between GreyScan and Customer upon, and only upon, GreyScan accepting an order from Customer pursuant to the Order (**Agreement**).

1. SUPPLY OF PRODUCT

Subject to these Terms and Conditions, GreyScan will supply the Product specified in the Order.

2. PAYMENT

2.1 Amount

Customer must pay the Price. All amounts specified in this Agreement are exclusive of Tax unless stated otherwise. If Tax applies, then the amount payable will be increased by the amount of Tax.

Customer must not make any deduction from the Price in respect of any set off or counterclaim unless expressly agreed by GreyScan.

2.2 Timing

Customer must make all payments of the Price at the time or times specified in the Order or otherwise agreed in writing between GreyScan and Customer. To the extent that payment timing is not specified:

- (a) GreyScan may invoice the Price immediately upon the date of this Agreement (which is non-refundable except in the case of a valid termination of this Agreement by Customer under clause 7.1);
- (b) Customer must pay all invoices within 30 days of receipt; and
- (c) despite any other provision of this Agreement, any obligation of GreyScan to supply or deliver any Product will be deferred until the corresponding invoice is paid.

If Customer does not make a payment when due, then the amount unpaid will bear interest at the lesser of 1.5% per month or the maximum amount permitted by law, and Customer must reimburse GreyScan for all debt collection costs and expenses (including legal fees) incurred in connection with seeking or obtaining payment.

3. DELIVERY

GreyScan will endeavour to make the Product available for collection by Customer (or, if applicable, for delivery to Customer) by any applicable date specified in the Order. All such dates are estimates only.

Except to the extent (if any) specified otherwise in the Order:

- (a) the Product is provided Ex Works (Incoterms® 2010) from GreyScan's usual facility, as nominated by GreyScan from time to time and Customer must organise and pay, and is responsible, for freight from that facility, insurance, loading and unloading and any appropriate export or import licence, clearance, authority or documentation;
- (b) title in the Product will pass to Customer upon collection by Customer or its carrier;
- (c) the Price includes the provision by GreyScan of basic packaging only; and
- (d) a signature on any delivery note or receipt by any employee, agent, carrier or representative of Customer will be conclusive proof of Customer's receipt of the Product in an undamaged state.

4. WARRANTIES AND LIABILITY

4.1 Exclusion of other terms

To the extent permitted by law, and except as expressly provided in any Express Warranty, all terms, conditions, warranties, representations and other rights (in each case whether express, implied, contractual, statutory or otherwise) relating in any way to the Product, any Incidental Services or this Agreement are excluded.

All descriptions, specifications, drawings and particulars of weights, dimensions, functionality or performance provided by GreyScan or otherwise contained in any Documentation are approximate only. None of them form part of this Agreement or any other agreement or give rise to any independent or collateral liability of GreyScan. They are indicative only and based on results obtained by GreyScan in representative testing or measurement and are intended merely to provide a general idea of the Product and its operation.

Customer is relying in its own skill and judgment in selecting the Product and, to the extent permitted by law, GreyScan does not warrant that the Product is fit for any particular use to which Customer may put it.

Despite any provision of this Agreement (including clause 1 or the Order), GreyScan may change the specifications of the Product at any time (including prior to delivery) without prior notice, provided that the change has no material adverse effect upon the intended use of the Product by Customer.

4.2 Statutory liability

Without limiting clause 4.3, to the extent permitted by law, any liability of GreyScan in connection with any Product, Incidental Services or this Agreement under any term, condition, warranty, representation or right that is not excluded by clause 4.1 is, where permitted by law, limited at the option of GreyScan to the replacement, repair or resupply of the relevant goods or services or the payment of the cost of same.

4.3 General exclusion of liability

To the extent permitted by law, all liability of GreyScan is excluded in respect of any indirect or consequential liability or loss suffered or incurred by Customer in relation to the Product or any Incidental Services, any delay or failure in providing or performing them, or otherwise under or in connection with this Agreement, and in any event (including where amounting to a direct loss or where GreyScan has been advised of the possibility of the following occurring) for:

- (a) any lost revenue, profit, goodwill, business or opportunity;
- (b) loss of use or savings, any lost or corrupted data, any liability to any third party or any liquidated damages payable under any other agreement;
- (c) special, consequential or incidental damages; or
- (d) any destruction of, or damage to, any property (of any kind), or any death of, or injury to, any person or any claim by any person in relation to any such destruction, damage, death or injury.

4.4 Specific exclusion

Without limiting the above, Customer agrees that where the Product is intended to be used as security screening equipment or in order to assist in the detection of illegal or hazardous materials:

- (a) the degree of success with which the Product will fulfil that use is dependent on numerous factors, including the frequency of screening, the sophistication of efforts to conceal the materials, the chemical identity and quantity of the materials, whether or not the materials are actually present on the relevant samples used and in sufficient quantity, the skill, diligence, qualifications and experience of the relevant Operator and environmental conditions;
- (b) no security screening equipment is capable of detecting every threat and neither Customer nor any Operator has any expectation (nor will GreyScan be responsible for) of detecting all illegal or hazardous materials (even if the Product is operated properly and diligently); and
- (c) GreyScan gives no guarantee or warranty as to the results that will be achieved through use of the Product and sole responsibility for such results will be borne by Customer.



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4.5 Overriding maximum liability

Without limiting any of the above, to the extent permitted by law the total liability of GreyScan on any basis (including at law or in equity, in contract, negligence or under any duty) relating in any way to any Product, Incidental Services or this Agreement is limited to the part of the Price actually paid to GreyScan under this Agreement for the relevant Product or Incidental Services, as applicable.

4.6 Time limit for claims

Without limiting the above, to the extent permitted by law GreyScan will not be liable to Customer on any basis (including at law or in equity, in contract or negligence) in relation to the Product, any Incidental Services or this Agreement unless Customer gives GreyScan written notice of the relevant claim, including reasonable details, by the end of the period that is 12 months from the date of delivery of the Product.

4.7 Deadlines

GreyScan will use reasonable endeavours to satisfy any dates specified in the Order (including delivery dates, which will apply Ex Works as contemplated by clause 3 unless agreed otherwise in the Order). To the extent permitted by law, GreyScan has no liability to Customer for any failure to satisfy any date specified in the Order or otherwise, and in any event the other provisions of this clause 4 will apply to any such liability

5. INDEMNITY

To the fullest extent permitted by applicable law, Customer must defend, indemnify, and hold harmless GreyScan and its affiliates from and against any and all Losses and threatened Losses to the extent they result from or in connection with the purchase, use or operation of Product by Customer or any Operator, including any of the following:

- (a) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor or other person, and the damage, loss, or destruction of any real or tangible personal property;
- (b) any action taken by or on behalf of Customer or any Operator in the performance of this Agreement that causes GreyScan or its affiliates to be obligated to indemnify, defend, or hold harmless any third party;
- (c) any claim, demand, charge, action, cause of action, or other proceeding resulting from an act or omission of Customer, its employees, agents, or subcontractors acting in its or their capacity as an employer or potential employer with respect to the claimant; and
- (d) any claim by Customer or any Operator, whether based on warranty or other contract breach, negligence or other tort, in relation to any liability excluded under clause 4.3 or 4.4.

Customer must fully indemnify and completely hold harmless GreyScan its affiliates as provided above, whether or not negligence or other fault of GreyScan or any of its affiliates contributed to, or is claimed or alleged to have contributed to, the claim, action, damage, loss, cost, liability or expense.

6. CUSTOMER'S ADDITIONAL OBLIGATIONS

6.1 General

Customer must:

- (a) comply with all applicable laws, treaties, regulations and codes of practice that apply from time to time in relation to the purchase or operation of the Product;
- (b) obtain and maintain any licenses, permits, or approvals required from time to time for the purchase and operation of the Product;
- (c) use the Product in accordance with the Documentation and, for so long as the Product is used, maintain it in accordance with with the Documentation; and
- (d) use the Product with consumables and accessories designated by GreyScan as ordinarily being suitable for the Product,

and must ensure that all Operators do so.

Customer agrees that if the Product is used with any consumable that has not been certified by GreyScan as having been batch tested for compatibility with the Product (whether or not also designated by GreyScan as ordinarily being suitable for the Product) then, to the extent permitted by law, GreyScan will not be liable for any failure of the Product to operate correctly where caused by that consumable (whether due to a change in consumable design, a consumable manufacturing flaw or otherwise).

6.2 Notification of resale

For security reasons Customer must promptly notify GreyScan if Customer resells or otherwise transfers (including by leasing, lending or gifting) any of the Product to any person, including details of the person to whom the Product is resold or transferred and the relevant Product. In addition, the relevant terms of resale (or other transfer) must include this clause 6.2.

6.3 Export and import controls

The sale, resale or other disposition of the Product and any related technology or documentation may be subject to export or import control laws, regulations and orders of Australia or other countries. Customer must comply with such laws, regulations and orders and must not permit its employees, distributors, customers, brokers, freight forwarders, or agents to export or re-export any of the Product or any technology to any foreign person without complying with the applicable laws. To the fullest extent permitted by applicable law, Customer must defend, indemnify, and hold harmless GreyScan and its affiliates from and against any and all Losses and threatened Losses to the extent they result from a breach of this clause 6.2.

7. TERMINATION AND SUSPENSION

7.1 Termination for cause

To the extent permitted by law, either party may by written notice to the other terminate this Agreement if the other party is subject to an Insolvency Event or if the other party is in breach of this Agreement and the breach is not remedied within 28 days of a written notice to the other party that specifies reasonable details of the breach and requires that the breach be remedied.

7.2 Suspension

Without limiting clause 7.1, GreyScan may suspend the provision of any Product (and any specified date(s) for their supply will be extended accordingly), if:

- (a) any amount payable by Customer to GreyScan (whether under this Agreement or otherwise) is overdue; or
- (b) Customer is in breach of this Agreement and the breach is not remedied within 14 days of a written notice to Customer that specifies reasonable details of the breach and requires it be remedied.

7.3 Effect of termination

The termination of this Agreement will not affect the accrued rights of either party as at the date of termination. Clauses 2, 4, 5, 6, 7, 9, 10 and 11 will survive the termination of this Agreement.

If GreyScan terminates this Agreement under clause 7.1 then GreyScan may invoice Customer for the relevant part of the Price for such of the Product that have been supplied to (or collected by) Customer but not previously invoiced, up to the time of termination. Customer must immediately pay GreyScan the invoiced amount, together with all previous invoiced amounts, less any amount paid previously.

7.4 Delay

Where any failure or delay by GreyScan in the performance of its obligations under this Agreement is caused, directly or indirectly, by a Force Majeure Event, GreyScan is not liable for that failure or delay and its obligations under this Agreement are suspended to the extent to which they are affected by the relevant Force Majeure Event, for the duration of the Force Majeure Event.

8. INTELLECTUAL PROPERTY

Customer agrees that all Intellectual Property in the Product, Software and Documentation (and any enhancement of any of them) remains the property of GreyScan or its licensors. Conditional upon the prior payment of the Price



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for the Product, GreyScan hereby grants to Customer a non-exclusive, non-transferable, royalty-free licence to use the Intellectual Property owned by GreyScan or its licensors in the Product, Software and Documentation but only to the minimum extent necessary for the ordinary use of the Product by Customer in the manner for which the Product was designed.

Despite the above, and except where permitted by law and any right to do so cannot be excluded, Customer must not (and must not attempt to):

- (a) extract or copy any of the Software or disclose or sublicense any of the Software to any person;
- (b) reverse engineer, decompile or disassemble any of the Software or otherwise reduce it to a human readable form; or
- (c) modify or customise, or incorporate or integrate with any other system, any of the Product or Software.

9. CONFIDENTIALITY

9.1 Customer's obligations

Customer must not disclose any Confidential Information to any person, and must only use Confidential Information for the purposes of acquiring the Product and its ordinary use. This clause does not apply to any information that:

- (a) enters the public domain other than by breach of this Agreement;
- (b) is or becomes known by the relevant party from another source without being subject to an obligation of confidentiality; or
- (c) is required by law to be disclosed, provided that the disclosing party uses reasonable efforts to protect the confidentiality of such information.

For the avoidance of doubt, any non-disclosure or other confidentiality agreement or deed that the Customer and GreyScan have entered into remains binding under the terms of that agreement or deed notwithstanding any term of this Agreement. Customer information

The Customer agrees that GreyScan may disclose the name of the Customer, and associated general details of Product or Incidental Services that GreyScan supplies to the Customer.

10. MISCELLANEOUS

10.1 Notices

All notices, demands, requests and other communications required or permitted under this Agreement must be in writing and will be deemed to be delivered when actually received, whether sent by email, ordinary or certified mail, courier or otherwise to the receiving party.

GreyScan's address' for notice are as follows:

GreyScan Australia Pty Ltd
Unit 9, 435 Williamstown Road
Port Melbourne, Victoria, 3207
Australia

Email: Notices@greyscandetection.com

10.2 Intellectual property

All intellectual property (including copyright) in anything provided to Customer in connection with this Agreement (including any software or configuration settings) will remain the property of GreyScan.

10.3 Applicable law

This Agreement will be governed by and construed in accordance with the law of the State of Victoria in Australia, and all parties to this Agreement wholly and unreservedly submit to the jurisdiction of the courts of that State and all courts competent to hear appeals there from. The parties agree that any dispute arising out of this Agreement shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force,

which rules are deemed to be incorporated by reference in this section. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English. The 1980 UN Convention on Contracts for the International Sale of Goods (and any corresponding local laws) shall not apply to this Agreement.

10.4 Assignment and subcontracting

Customer may not transfer, assign or subcontract its rights or obligations under this Agreement to any other person except with the prior written consent of GreyScan, such consent not to be unreasonably withheld. GreyScan may subcontract its obligations under this Agreement but will remain responsible for the performance of those obligations.

10.5 Entire agreement

This Agreement constitutes the entire agreement between GreyScan and Customer in relation to its subject matter. Any terms or conditions included in any purchase order or other document from Customer are excluded and any prior arrangements, agreements, representations or undertakings are superseded and, except as expressly provided, each party warrants that it has not relied on any arrangement, agreement, representation or understanding which is not expressly set out in this Agreement or incorporated by reference.

11. INTERPRETATION

11.1 Dictionary

In this Agreement the following terms have the following meanings:

Agreement means these Terms and Conditions and the Quote.

Customer means the person to whom the Order is addressed.

Confidential Information of a party means all information of a confidential nature of or relating to that party, including anything which is indicated to be subject to an obligation of confidence which is disclosed by that party to the other party in relation to this Agreement, or that comes to the knowledge or into the possession of the other party in connection with this Agreement. Confidential Information of GreyScan includes:

- (a) the Product, Software and Documentation;
- (b) the Order, terms of this Agreement and any other information related to the supply of the Product by GreyScan to Customer; and
- (c) the business, affairs, networks, customers, products, developments, trade secrets, know-how and pricing structures of GreyScan.

Documentation means GreyScan's handbooks, manuals, brochures, price lists or other published matter, in each case as applicable from time to time, in relation to the Product.

Express Warranty means any formal separate written warranty provided to Customer by GreyScan that is referred to in the Order.

Force Majeure Event means any event that is outside the reasonable control of the Party and could not have been prevented or avoided by that Party taking reasonably prudent steps, and includes the following events:

- (a) any act of God including earthquake, cyclone, fire, explosion, flood, landslide, lightning or meteor;
- (b) power failure or surge, or utility curtailment;
- (c) fire, explosion, flood, storm, or landslide;
- (d) war (declared or undeclared), invasion, act of a foreign enemy, hostilities between nations, civil unrest, disturbance, insurrection or military usurped power, or other emergency;
- (e) an act of public enemy, terrorism or civil unrest;
- (f) ionising radiation or contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel;
- (g) any pandemic, disease or virus outbreak, public health emergency or other health related event;



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- (h) confiscation, nationalisation, requisition, expropriation, embargo or any other action, non-action or interaction by or under the order of any government or government authority; or
- (i) strikes, blockades, lockout or other industrial disputes.
- (g) a provision must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement.

Incidental Services means any services (including advice, delivery, installation, training or maintenance) provided in connection with the Product, whether or not included in the Order, and whether provided before or after the date of this Agreement. For the avoidance of doubt a Order does not include delivery, installation, training or maintenance in relation to any Product unless expressly stated in the Order and in that case only to the extent stated in the Order.

Insolvency Event in relation to a party means that an order is made that it be wound up, a liquidator, provisional liquidator, receiver, manager, receiver and manager, controller, trustee or administrator is appointed over it or any of its assets or an application is made to a court, or meeting is proposed, to do any of the foregoing, it enters into an arrangement with its creditors or seeks to obtain protection from its creditors, it resolves to wind itself up or anything analogous or having a substantially similar effect to any of the foregoing events happens under the law of any applicable jurisdiction.

Intellectual Property means all rights to, or comprising, any copyright, trademark (whether registered or unregistered), design (whether registered or unregistered), circuit layout or patent or application for, or the right to apply for, registration or grant of any of the foregoing.

Losses means losses, claims, causes of action, suits, damages, liabilities, expenses (including, without limitation, fees and disbursements of legal counsel and expenses of litigation) or other obligations.

Operator means any person who operates or uses the Product purchased by Customer (whether that person is an employee, agent or contractor of Customer or otherwise).

Order in relation to Product means the relevant Order or proposal from GreyScan for the Product (and any Incidental Services). It excludes any terms contained in any purchase order or other document provided by Customer. If, however, there is no applicable Order or proposal from GreyScan, then the Order is deemed to be the relevant purchase order from Customer under the relevant standing agreement between GreyScan and Customer for supply of the Product to the extent that the purchase order is consistent with that agreement.

Price in relation to Product means the price, fees, expenses, interest and other amounts described or referred to in the relevant Order or these Terms and Conditions.

Product means the Product, components, spare parts, consumables or other goods described in the Order, together with such other Product or goods as may be agreed between Customer and GreyScan from time to time.

Software means all software or code incorporated in the Product, or provided by GreyScan for use in relation to the Product, in each case as applicable from time to time.

Tax means and goods and services tax, value added tax, sales tax or other tax, tariff or duty of any kind (including import duties) but excludes any ordinary income tax payable by GreyScan.

11.2 Rules of interpretation

In this Agreement:

- (a) words importing any gender include the other genders;
- (b) headings will be ignored in construing this document;
- (c) "including" and similar expressions are not words of limitation;
- (d) words importing the singular include the plural and vice versa;
- (e) references to persons include corporations;
- (f) references to writing include any mode of representing or reproducing words in visible form, and include email; and