

Acknowledgement & Acceptance

By signing the below, you agree on behalf of the Customer that you have read the attached Terms of Trade, agree that they will apply to all Goods and/or Services provided by Drill Techniques (**DT**) to the Customer, or any third party on the Customer's behalf, and warrant that you have authority to bind the Customer.

Executed for and on behalf of the Customer by:

Signature of Director

Full Name of Director

Signature of Director/Secretary

Full Name of Director/Secretary

Drilltechniques™ (DT) – Terms of Trade

1. Acceptance of terms

- (a) These Terms, as amended or replaced from time to time, apply to any Goods and/or Services supplied or to be supplied by DT to the Customer, or any third person on the Customer's behalf.
- (b) The Customer is deemed to have read, understood and accepted these Terms if at any time the Customer requests a Proposal or accepts an Order or pays any deposit or any other monies in relation to a Proposal or Order.
- (c) DT may amend these Terms at any time at its sole discretion. Any subsequent Order by a Customer constitutes acceptance of the changes.

2. Proposals and Orders

2.1 Proposals

- (a) A Proposal or other indication of a price issued by DT is an invitation to treat, not a contractual offer.
- (b) A Proposal is valid for the period stated in the Proposal, or if no such period is specified, then 7 days from the date of issue.
- (c) DT may cancel or modify a Proposal at any time before the Customer has accepted a Proposal.
- (d) To the extent permitted by law, DT shall not be liable for any errors or omissions in a Proposal.
- (e) Proposals may only be accepted by a Client in their entirety.

2.2 Orders

- (a) Accepted Proposals will be considered Orders following acceptance by the Customer in writing, verbally, or by conduct.
- (b) Each Order incorporates the accepted Proposal and these Terms.
- (c) Any additional or other terms contained in any document (including hand amendments) provided by the Customer will not form part of the Order unless specifically agreed by DT in writing.
- (d) All drawings, descriptive matter, specification and advertising issued by DT and any descriptions or instructions contained on the Website, in catalogues or brochures, or any other media are issued or published for the sole purpose of giving an approximate idea of the Goods or Services described in them. Unless expressly included in a Proposal, they will not form part of the Order.
- (e) An Order may only be cancelled in accordance with the terms of these Terms.

3. Delivery and Risk

3.1 What will be delivered and when

- (a) DT will supply the Goods and/or Services to the Customer as stated in the Order.
- (b) If DT is supplying Goods to the Customer, such Goods will be deemed to be delivered when the Goods arrive at the Site specified in the Order. The Customer is not entitled to reject delivery of any Goods based on any minor deviation from description or quantity.
- (c) DT may deliver Goods or Services in multiple instalments.
- (d) Risk in Goods passes to the Customer upon delivery.

3.2 Delays in Delivery

- (a) Any delivery times made known to the Customer are estimates only.
- (b) DT will notify the Customer at the earliest practicable date if it believes that the delivery of Goods or Services will be delayed.
- (c) DT will advise the Customer of the new delivery date.

3.3 The Customer's delay or prevention of delivery

If DT is unable to deliver Goods to the Customer because of an act or omission of the Customer including a failure of the Customer to fulfil its obligations under these Terms:

- (a) the risk in the Goods will pass to the Customer;
- (b) the Goods will be deemed to have been delivered; and
- (c) DT may store the Goods until actual delivery is possible and the Customer will be liable for any Claim related to DT's storage of the Goods, including but not limited to the costs of redelivery, storage fees incurred and insurance.
- (d) In addition to any amount calculated in accordance with clause 3.3(c), DT may charge the Customer a fee of \$50.00 per day that Goods remain undelivered.

4. Payment

4.1 Invoices and Time for Payment

- (a) DT will invoice the Customer and the Customer must pay the amount due on the invoice in accordance with the Payment Terms as set out in an Order or clause 4.1(c).
- (b) Without limitation, the Payment Terms may require the Customer to pay for Goods and Services:
 - (i) in full before delivery;

- (ii) in instalments; or
- (iii) with an initial deposit and the remainder within a specified time after delivery.
- (c) If no Payment Terms are set out in the Proposal, the Customer must pay for Goods and Services in full before delivery.]
- (d) If the Customer is required to make payment in instalments, and such instalments are not received by DT by their due date, DT may:
 - (i) halt any further delivery of Goods or Services until such time as the outstanding payment is made; and
 - (ii) claim reimbursement from the Customer for its reasonable costs incurred because of the delay.
- (e) If the Customer is required to make payment in full or to pay a deposit, DT is under no obligation to supply any Goods or Services until the relevant amount is paid to DT.
- (f) Payment must be made in a manner approved by DT. Where payment is made by credit card, DT may charge a credit card surcharge of up to 1.9% of the total price of the Goods or Services.

4.2 Failure to Pay

If the Customer fails to pay DT any amount under these Terms by the due date for payment, DT may (without limiting its other rights) immediately do any or all of the following, without any liability, until all overdue fees are paid:

- (a) charge the Customer interest on the overdue amount at a rate of interest per annum equal to 2% above the standard contract default rate published by the Queensland Law Society from time to time;
- (b) withhold further performance of any obligations under any Order or other agreement between the parties until the overdue amount and interest has been paid in full;
- (c) terminate these Terms without any obligation to refund the Customer any money in respect of the cancellation, even if the contractual term of these Terms has not expired;
- (d) initiate proceedings against the Customer to recover the overdue amount (despite any dispute resolution clause in these Terms); and
- (e) recover all costs to recover overdue amounts, including but not limited to legal costs and outlays on a full indemnity basis.

4.3 GST

The price of all Goods and Services is exclusive of GST unless expressly stated to be inclusive of GST.

4.4 Duties

The Customer is responsible for paying all government charges, or duties of any kind incurred in or in connection with DT's provision of credit, or supply of Goods or Services.

5. Performance of Services

5.1 Location

Services shall be provided at the location specified in the Proposal, or if no such location is specified, at Drill Technique's discretion:

- (a) at a Site nominated by the Customer, in which case clause 5.2 shall apply; or
- (b) at DT's Premises, in which case clause 5.3 applies.

5.2 Services performed at Customer's Site

Where DT is required to perform Services at a Site, the Customer must:

- (a) provide DT and its Representatives with access to the Site, equipment and other facilities and services as are reasonably required to perform the Services;
- (b) notify DT and its Representatives of any Site-specific requirements in advance;
- (c) ensure that the Site is safe and secure for DT and its Representatives; and
- (d) ensure that it and all of its Representatives comply with all laws with respect to the Site, including occupational health and safety laws.

5.3 Services performed at DT's Premises

- (a) Where DT is required to perform Services with respect to Customer's Equipment at DT's Premises:
 - (i) unless otherwise agreed, the Customer is responsible for delivering and collecting the Customer's Equipment from DT's Premises at its own cost ;
 - (ii) to the extent permitted by law, DT shall not be liable to the Customer for any Claim arising due to damage or loss of the Customer's Equipment while it is on DT's Premises;
 - (iii) the Customer's Equipment shall be deemed to be bailed to DT; and
 - (iv) DT may exercise a possessory lien over the Customer's Equipment until any amounts outstanding from the Customer are paid to DT in full.
- (b) if the Customer fails to collect the Customer's Equipment:

- (i) DT may store the Customer's Equipment until it is collected, and the Customer will be liable on demand for any Claim related to DT's storage of the Customer's Equipment, including but not limited to any storage fees incurred and insurance;
- (ii) in addition to any amount specified in clause 3.3(c), DT may charge the Customer a fee of \$50.00 per day that the Customer's Equipment remain uncollected; and
- (iii) upon giving at least one month's written notice to the Customer, DT may sell or otherwise dispose of the Customer's Equipment.

6. Retention of Title

6.1 Retention

- (a) This clause 6 applies where the Customer acquires Goods from DT or there is otherwise Goods at a Site and the Customer has not paid in full for the Goods.
- (b) All Goods sold or supplied by DT to the Customer shall remain DT's sole and absolute property as legal and beneficial owner until the Customer has paid DT the agreed price for such Goods and any other amount owing from the Customer to DT.

6.2 Customer's Obligations

Until title in the Goods passes to the Customer in accordance with clause 6.1(b) above:

- (a) the Customer must hold the Goods on a fiduciary basis as bailee for DT;
- (b) the Customer must not, without DT's prior written consent:
 - (i) assign, sub-let, charge, mortgage, pledge or create any form of Security Interest over, or otherwise deal with the Goods in any way;
 - (ii) alter, modify, tamper with, damage or repair the Goods; or
 - (iii) deface, remove, vary or erase any identifying marks, plate, number, notices or safety information, on the Goods;
- (c) the Customer must keep the Goods in their own exclusive possession, in a safe and secure location, separately from the property of any other person and in a manner which leaves them readily identifiable as DT's Goods;
- (d) the Customer shall be responsible for any loss or damage to the Goods caused following delivery of the Goods to the Customer, and must insure the Goods for their full value. The Customer must provide DT evidence of insurance on request.
- (e) if the Customer sells the Goods or uses them to create a product which prevents the Goods being

identifiable to DT, the Customer is taken to hold the proceeds of sale of the Goods or any product containing them on trust for DT and account to DT for those proceeds.

7. Security Interest

In Order to secure the Customer's obligations under these Terms, including any obligation to pay any amount to DT, the Customer:

- (a) acknowledges that each Order constitutes a Security Agreement for the purposes of the PPS Act;
- (b) grants to DT a Security Interest in respect of all Goods sold, supplied, leased, bailed or otherwise provided or made available to the Customer by DT and any proceeds thereof;
- (c) consents to DT perfecting such Security Interest by registration on the PPSR, including as a Purchase Money Security Interest;
- (d) undertakes to DT to do all things reasonably necessary or required by DT to assist DT in perfecting the registration of the Security Interest on the PPSR; and
- (e) waives, to the extent permitted by the PPS Act, its right to receive any notice of a verification statement or any other notice DT would otherwise be required to give under the PPS Act.

8. When a Customer is in default

- (a) The Customer will be in default if the Customer:
 - (i) fails to pay any amount to DT by its due date;
 - (ii) provides DT information which it knows or has reasonable grounds to suspect is false, incomplete or misleading;
 - (iii) undergoes an Insolvency Event; or
 - (iv) breaches any provision of these Terms and fails to remedy that breach within 10 Business Days.
- (b) If the Customer is in default, then subject to any law (including requirements as to notice), DT may, without limiting its other rights:
 - (i) demand immediate payment of all moneys owed by the Customer to DT whether due for payment or not;
 - (ii) recover from the Customer all Goods it has supplied to the Customer whether paid for or not. The Customer grants DT and its Representatives a perpetual, irrevocable licence to enter any property owned or occupied by the Customer for the purpose of recovering such Goods, and the Customer

shall indemnify DT against any Claim arising from such entry;

- (iii) re-sell or otherwise dispose of the Goods recovered without reference to the Customer and apply the net proceeds to the Customer's debt to DT;
 - (iv) withhold further performance of any obligations under any Order or other agreement between the parties;
 - (v) immediately cancel any Order in effect with the Customer without any obligation to refund the Customer any money in respect of the cancellation; and
 - (vi) enforce any Security Interests against the Customer.
- (c) DT may terminate these Terms or any Order immediately by written notice to the Customer if the Customer:
- (i) is in material breach of these Terms; or
 - (ii) is in default for more than 10 Business Days.
- (d) Termination of these Terms or any Order shall not affect the Customer's obligation to pay any outstanding amounts or other amounts in relation to Goods or Services.

9. DT's set-off rights

- (a) DT, after having demanded payment of any amount overdue in accordance with clause 4.2, may apply any payment paid by the Customer, against:
 - (i) DT's costs and disbursements in recovering the amount due;
 - (ii) any interest accrued; or
 - (iii) the amount overdue.
- (b) DT may at any time set off any amount the Customer owes to DT against any amount DT may then owe to the Customer.

10. Warranty

10.1 Manufacturer's Warranty

Where DT is not the manufacturer of Goods, it warrants that the Goods will be free from defects in materials and workmanship on the same terms and conditions including the period of warranty as the warranties provided by the manufacturer of the Goods.

10.2 DT's Warranty as to Goods

- (a) Unless otherwise notified to the Customer in writing, DT warrants that Goods that it has manufactured will be free from defects in materials and workmanship

for the earlier of twelve months from delivery of the Goods to the Customer or the Customer using the Goods for 1000 hours of operation for their ordinary intended use. (**Goods Warranty Period**).

- (b) Subject to this clause 10, DT will repair any defects without charge during the Goods Warranty Period.
- (c) DT may charge the Customer the reasonable expenses of its Representatives attending any Site for the purposes of repairs, up to a maximum of \$5,000.
- (d) Alternatively, DT may require the Customer to return any defective Goods to DT's Premises at the Customer's cost.

10.3 DT's Warranty as to Services

- (a) Unless otherwise notified to the Customer in writing, DT warrants that Services it has provided with respect to Customer's Equipment will be free from defects in materials and workmanship for a period of 6 months from the date Services are completed (**Services Warranty Period**).
- (b) Subject to this clause 10, DT will repair any defects without charge during the Services Warranty Period.
- (c) DT may charge the Customer the reasonable expenses of its Representatives attending any Site for the purposes of repairs, up to a maximum of \$5,000.
- (d) Alternatively, DT may require the Customer to return any Customer Equipment to DT's Premises at the Customer's cost, and clause 5.3 shall apply to such repairs.

10.4 Exceptions to Warranties

- (a) DT may inspect and test the Goods or Customer Equipment for the purpose of determining the extent of any defect and the validity of any claim made under this warranty. All defective parts/products replaced by DT under this warranty will be deemed to be the property of DT.
- (b) The warranties under this clause 10 shall not apply where, in DT's opinion, the damage to the Goods or Customer Equipment has arisen due to:
 - (i) improper adjustment, calibration, maltreatment, inattention or interference;
 - (ii) use of accessories including consumables, hardware and equipment which were not manufactured by or approved in writing by DT;
 - (iii) any contamination or leakages caused by the Customer or its Representatives;
 - (iv) any modifications not authorised in writing by DT;
 - (v) misuse;

- (vi) use outside of physical, mechanical, electrical or environmental specifications;
 - (vii) inadequate or incorrect site preparation;
 - (viii) further use of the Goods or Customer's Equipment after the Customer giving notice of the defect;
 - (ix) failure to follow either DT's instructions or normal standards prevailing in the industry as to use, storage or installation;
 - (x) alterations or repairs to Goods without the written consent of DT;
 - (xi) failure to apply proper lubrication to components; or
 - (xii) inadequate or improper maintenance.
- (c) The warranties under this clause 10 shall not apply unless:
- (i) where defects are not apparent on reasonable inspection and testing by the Customer following delivery of the Goods or completion of the Services, the Customer makes a warranty claim as soon as reasonably practicable or within 90 days of discovery of the defect, whichever is sooner; or
 - (ii) where defects are or should have been apparent on reasonable inspection and testing by the Customer following delivery of the Goods or completion of the Services, the Customer makes a warranty claim as soon as reasonably practicable or within 90 days of delivery of the Goods or completion of the Services.
- (d) DT shall not be liable for any corrosion due to any cause or for any damage to painted or anodized surfaces.

10.5 Making a warranty claim

To make a warranty claim, the Customer must contact DT by sending an email to service@drilltechniques.com.au outlining the issue or defect in sufficient detail so that DT may investigate the claim.

11. Liability

- (a) The Customer acknowledges and agrees that it is acquiring the Goods and/or receiving the Services for commercial purposes and not for domestic, personal or household use.
- (b) If the Customer is a consumer within the meaning of the Consumer Law, there are certain rights and guarantees which cannot by law be excluded (**Non-Excludable Condition**).
- (c) Subject to any applicable Non-Excludable Condition and to the maximum extent permitted by law, DT:

- (i) excludes from these Terms all guarantees, conditions and warranties that are not expressly stated in these Terms;
 - (ii) excludes all liability to the Customer for any Claim suffered or incurred directly or indirectly by the Customer in connection with this agreement, whether that liability arises under common law, equity or under statute; and
 - (iii) will not, under any circumstances, be liable to the Customer for any Consequential Loss.
- (d) If DT's liability under these Terms cannot be lawfully excluded, to the maximum extent permitted by law, DT's liability for breach of any Non-Excludable Condition is limited, at DT's option:
- (i) in the case of Goods, to the replacement of the Goods or the supply of equivalent goods; the repair of the Goods; the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or the payment of the cost of having the Goods repaired;
 - (ii) in the case of Services, to the supplying of the Services again; or the payment of the cost of having the Services supplied again.

12. Indemnity

To the extent permitted by law, the Customer releases and indemnifies DT and its Representatives against all liability arising from Claims for:

- (a) any harm to, claim or action by a third party arising directly or indirectly from the Customer's use of the Goods or Customer's Equipment;
- (b) any personal injury or death arising directly or indirectly out of the Customer's conduct;
- (c) any damage to property arising directly or indirectly out of the Customer's conduct;
- (d) any negligent or unlawful act or omission by the Customer or its Representatives in connection with the Goods or Services;
- (e) any breach of these Terms by the Customer or its Representatives;
- (f) DT or a third party's reliance on an incorrect, incomplete or misleading representation made by the Customer or its Representatives;
- (g) any agreement in force between the Customer and a third party connected with the Goods or Services; or
- (h) DT being required under Privacy Law to correct any data, respond to any complaint, or address any other matter raised by a person.

12.2 Conditions of indemnity

- (a) DT may make a claim under indemnities in these Terms in relation to a cost before having incurred the cost, or before making a payment in relation to the cost.
- (b) The indemnities in these Terms shall be in addition to any damages for breach of contract to which DT may be entitled. Nothing in the indemnities prevents DT from claiming damages if the Customer breaches these Terms.
- (c) Each indemnity in these Terms is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of these Terms for whatever reason.

13. Intellectual Property

13.1 Ownership of Intellectual Property

- (a) Unless otherwise agreed, each party retains ownership of all Intellectual Property rights in material owned or created by that party independently of these Terms. None of that Intellectual Property is assigned or transferred by way of these Terms.
- (b) The parties agree that all Intellectual Property rights in the Goods, Services, any Proposal, and any other material, designs methods or content developed by DT under these Terms, including modifications, improvements and enhancements (**Work IP**), will vest in and are owned by DT upon creation, even if based on the Customer's request or feedback.

13.2 Use of Intellectual Property

The Customer must not, without DT's written consent:

- (a) sell, sublicense, rent, lease, lend, modify, alter, translate, reproduce, transmit, distribute, publicly display, publicly perform, publish, adapt, or edit any part of the Work IP;
- (b) combine or incorporate the Work IP in any aspect of the Customer's business without DT's consent in writing;
- (c) copy the Work IP, in whole or in part, except to incorporate the Work IP into hard or soft copy documents for training or internal communication purposes;
- (d) use the Work IP in any way which is not in accordance with the specifications and this Agreement;
- (e) use the Work IP for any unlawful purpose; or
- (f) authorise any other party to do any of the acts listed above.

14. Dispute Resolution

- (a) The parties agree to deal with any dispute between them (**dispute**) in accordance with this clause 14 before commencing any court proceedings against the other.
- (b) Representatives of the parties must meet and in good faith attempt to resolve the dispute.
- (c) If the dispute is not resolved within 30 days, either party may refer the matter to mediation with a mediator appointed by agreement or failing such agreement a mediator as appointed by the President of the Resolution Institute. The parties will share the costs of the mediator equally.

This clause 14 does not prevent either party from seeking urgent injunctive or similar urgent relief from a court, or DT seeking to recover any outstanding amounts owed by the Customer.

15. Force Majeure

DT shall have no liability to the Customer in relation to any Claim relating to a delay in delivery of any Goods or Services, or failure to comply with its any of its other obligations under any Order, as a result of a Force Majeure Event.

16. Sub-contractors

DT may use subcontractors to deliver the Goods or Services. To the extent permitted by law, the Customer agrees to continually indemnify and hold harmless DT and its Representatives, from any loss suffered or incurred caused by any subcontractor.

17. Confidentiality

Neither party may disclose the other party's Confidential Information, unless the other party consents, they are legally compelled to disclose the Confidential Information, or the disclosure is to their Representatives or professional advisers.

18. General

- (a) Communications/notices must be in writing, and may be sent by mail, hand delivery or by email. Any notice sent by mail or hand delivered by also be sent by email.
- (b) A notice will be taken to be received by the addressee:
 - (i) if delivered by hand before 5:00pm on a Business Day, then on the day of delivery;
 - (ii) if posted to an address, then on the third Business Day after the day of posting; or
 - (iii) if emailed and the sender has no reason to suspect the email was not delivered, at the time of sending.

- (c) If these Terms are inconsistent with any other document between the parties, these Terms prevail to the extent of the inconsistency.
- (d) This Deed may consist of a number of counterparts, including counterparts exchanged electronically, and if so the counterparts taken together constitute one and the same instrument.
- (e) Neither party has entered into any agreement in reliance on or as a result of any representation, promise, statement, conduct or inducement by the other otherwise than as set out in these Terms.
- (f) The relationship of the parties does not form a joint venture, partnership or agency, or create any form of employment relationship.
- (g) If any term of this Deed is invalid or unenforceable then that term will be deemed deleted and the remainder of this Deed will remain in full force and effect.
- (h) No part of these Terms will be deemed waived and no breach excused unless such waiver or consent is provided expressly and in writing.
- (i) The laws of the State of Queensland, Australia govern these Terms. Each of the parties hereby submits to the non-exclusive jurisdiction of courts with jurisdiction in Queensland.
- (j) These Terms may only be amended in writing by DT.
- (k) The Customer cannot assign any of its rights or obligations under these Terms or any Order without the prior written consent of DT. DT may assign any of its rights or obligations under these Terms or any Order to a third party without notice to, or the prior consent of the Customer. The Customer must sign any documents to give effect to the assignment which DT requires.

19. Definitions & Interpretation

19.1 Definitions

The following definitions apply in these Terms:

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Brisbane Queensland.

Claim means a claim, demand, remedy, injury, damage, loss, cost, liability, action, right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against a person, however arising and whether ascertained or unascertained immediate, future or contingent, or subject of a dispute, litigation or analogous proceeding.

Confidential Information means information that is by its nature confidential, including information related to a party's internal business operations, customers or Intellectual Property Rights. It does not include information already rightfully known to the receiving party at the time of

disclosure by the other party, or in the public domain other than as a result of disclosure by a party in breach of its obligations of confidentiality under these Terms.

Consequential Loss means loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of Goods or Customer Equipment (other than the cost of repair), loss of opportunity or expectation loss, and any other form of consequential, special, indirect, punitive or exemplary loss or damages.

Consumer Law means the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Customer means the entity listed as customer or client in the Proposal or Order;

Customer's Equipment means any equipment, machinery or vehicles owned or in the possession of the Customer for which DT is requested to provide Services.

DT or Drill Techniques means C.R.J.A. Pty Ltd ACN 131 999 954 as trustee for the Gaylard Family Trust ABN 49 334 418 940 trading as DT.

DT's Premises means the premises specified by DT in the Proposal (if any), or any other location nominated by DT in writing.

Force Majeure Event means fire, flood, tempest, earthquake, act of God, riot, civil disturbance, terrorism, theft, crime, strike, lockout, breakdown, war, pandemic or epidemic, government restriction, the inability of DT's normal suppliers to supply necessary products or materials or any other matter beyond DT's control.

Goods mean any goods supplied to the Customer by DT pursuant to an Order.

GST has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Insolvency Event means an event that occurs when a party

- (a) is insolvent under the definition in the Corporations Act 2001 (Cth), or is in liquidation or provisional liquidation, under administration or external control, or becomes bankrupt or is affected by any analogous event;
- (b) fails to comply with a statutory demand; or
- (c) ceases, suspends or threatens to cease or suspend a material part of its business.

Intellectual Property Rights means all intellectual property rights, including copyright, inventions, patents (including patent applications), trade marks (whether registered or not), designs (whether registrable or not), eligible circuit layout rights, domain names, licences, know-how, trade secrets, and includes the right to register any intellectual property rights.

Order means a contract between DT and the Customer for the provision of Goods and/or Services, incorporating a Proposal and these Terms.

Payment Terms means the terms and conditions in relation to the amount payable in respect of an Order provided by DT to the Customer, including all costs, charges and expenses reasonably and properly incurred by DT.

PPS Act means the Personal Property Securities Act 2009 (Cth).

PPSR means the Personal Property Securities Register established under the PPS Act.

Purchase Money Security Interest has the meaning defined under the PPS Act.

Privacy Law means the *Privacy Act* 1988 (Cth) and any other law that governs the use, disclosure or management of data or information relating to persons.

Proposal means a statement of work or quotation which sets out the Goods and/or Services to be supplied by DT to the Customer, which may include prices, delivery dates and Payment Terms.

Representative includes an employee, agent, officer, director, auditor, advisor, researcher, partner, consultant, contractor, sub-contractor, related body corporate, or other related entity of a person;

Security Agreement has the meaning defined under the PPS Act.

Security Interest has the meaning defined under the PPS Act.

Services means any services provided by DT to the Customer pursuant to an Order.

Site means any geographical location noted in a Proposal where Goods are to be delivered and/or Services are to be performed.

Terms means these terms of trade.

Website means <https://drilltechniques.com.au/> or any other website of DT.

19.2 Interpretation

Headings are only for convenience and do not affect interpretation. The following rules apply unless the context requires otherwise:

- (a) the singular includes the plural and the opposite also applies;
- (b) a reference to one gender includes all other genders and no gender;
- (c) if a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning;
- (d) mentioning anything after includes, including, or similar expressions, does not limit anything else that might be included;
- (e) a reference to a party, clause, schedule, attachment or annexure is a reference to a party, clause, schedule, attachment or annexure to or of these Terms and a reference to these Terms includes all schedules, attachments and annexures to it;
- (f) a reference to a document is to that document as varied, novated, ratified or replaced from time to time;
- (g) a reference to legislation is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (h) a reference to a party to these Terms or another agreement or document includes that party's successors, administrators and permitted substitutes and assigns (and, where applicable, the party's legal personal representatives, or a substituted or an additional trustee);
- (i) if more than one person is identified as a Customer, that expression refers to them and binds them, jointly and severally; and an obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally;
- (j) a reference to a person, individual, the estate of an individual, authority, association, joint venture (whether incorporated or unincorporated), corporation, trust, partnership, unincorporated body or other entity includes any of them;
- (k) a reference to information is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets; and
- (l) a reference to dollars or \$ is to an amount in Australian currency.