



## ALLIED PINNACLE

### CREDIT TERMS

These terms form the “**Credit Terms**”.

#### 1 Definitions and interpretation

- (a) In this agreement:
- (i) “**Credit Agreement**” has the meaning given in clause 3;
  - (ii) “**Credit Limit**” has the meaning given in clause 4.
  - (iii) “**Payment Period**” has the meaning given in clause 4; and
  - (iv) “**Sale Terms**” means the agreement entered into between the Supplier and the Customer for any supply of Goods.
- (b) A term or expression starting with a capital letter which is defined in the Sale Terms but not defined in these Credit Terms, has the meaning given to it in the Sale Terms with necessary changes as to detail.
- (c) In this agreement unless the context otherwise requires, the singular includes the plural and vice versa.

#### 2 Purpose for which credit is available

- (a) Subject to the Sale Terms, if the Customer wishes to purchase the Goods on credit from the Supplier, then it must first apply for such credit with the Supplier, via the Credit Application. The Supplier is not required to offer credit to the Customer.
- (b) The Customer agrees and consents to:
- (i) the Supplier’s collection, use and disclosure of the Customer’s personal information for the purposes for which the Customer submitted the information, and as described in and in accordance with the Customer’s Privacy Policy, and as permitted or required by law;
  - (ii) the Supplier making inquiries as to credit and financial position of the Customer and using such information, including information disclosed in the Credit

Application, to assess whether to provide credit to the Customer;

- (iii) the Supplier obtaining and/or giving trade/commercial references from time to time including notification of a default by the Customer under a Credit Agreement; and
- (iv) the Supplier receiving from credit reporting agencies a credit report containing personal information about the Customer and its directors or principles in relation to collecting overdue amounts.

#### 3 Binding legal agreement

- (a) Once a Credit Application is accepted by the Supplier, these Credit Terms and the Credit Application will form a **Credit Agreement** between the Customer and the Supplier in relation to the provision of credit by the Supplier.
- (b) The Supplier may:
- (i) as a prerequisite to extending credit to the Customer; or
  - (ii) at any point during the term of a Credit Agreement,

require a guarantee to be provided by persons acceptable to the Supplier, if in the Supplier’s reasonable discretion such guarantee is necessary to secure payment for the Goods. If the Customer does not wish to procure any such guarantee when requested to do so by the Supplier under this paragraph (b), the Customer may terminate the Credit Application or the Credit Agreement (as the case may be) by providing notice to the Supplier, in which case such guarantee will not be required to be provided. Allied Pinnacle may refuse to offer new credit to the Customer (in the case of a Credit Application) or extend any further credit to the Customer (in the case of an existing Credit Agreement) until such time as the Customer provides a guarantee as requested by Allied Pinnacle under this paragraph (b).



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- (c) Termination of a Credit Agreement in accordance with paragraph (b) will not affect credit extended to the Customer prior to the date of termination. For clarity, notwithstanding termination under paragraph (b), the Customer must repay all outstanding credit amounts by the Payment Period in accordance with the terms of the Credit Agreement.

#### 4 Credit Limit and Payment Period

- (a) The Supplier will determine the maximum amount of credit that it is prepared to advance to the Customer at any one time (“**Credit Limit**”) and the period within which any Amounts Due must be paid (“**Payment Period**”). If no Payment Period is specified by the Supplier, the Payment Period will be 14 Business Days from the date the Goods are delivered to the Customer.
- (b) The Supplier will notify the Customer of the Customer’s Credit Limit and Payment Period before the Supplier advances credit to the Customer for the first time, or whenever the Supplier changes the Customer’s Credit Limit or Payment Period. The Customer may also obtain details of their Credit Limit and Payment Period by contacting the Supplier.
- (c) Any changes to the Credit Limit or the Payment Period will not apply to Orders placed before the Customer is notified of the relevant change.
- (c) The Customer must ensure the aggregate amount owing to the Supplier for any Goods purchased from the Supplier under any Credit Agreement is within the Customer’s Credit Limit at all times.

#### 5 Repayments

- (a) Subject to this clause, the Customer must pay the Supplier for the Goods within the Payment Period.
- (b) Repayments due under this Credit Agreement (including applicable merchant fees and taxes) are to be made by direct debit from the Customer’s bank account or such other way as the Supplier agrees. Merchant service fees

may apply to credit card payments and direct debit payment plans as described in the Sale Terms.

#### 6 Breach

If any one or more of the following events occur, the Customer is considered to be in breach of these Credit Terms:

- (a) any money payable to the Supplier under the Sale Terms or this Credit Agreement is not paid within the Payment Period;
- (b) the Customer breaches their Credit Limit;
- (c) in the Supplier’s reasonable opinion, the Customer will be unable to meet its repayments as they fall due;
- (d) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors or makes an assignment for the benefit of its creditors; or
- (e) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

If any direct debit or cheque used for repayment is dishonoured, the repayment will be treated as not having been made, and any interest applicable under the Sale Terms will continue to accrue on the unpaid daily balance until actual payment is received by the Supplier.

#### 7 Consequences of a Breach

If the Customer breaches these Credit Terms or the Sale Terms then, without limiting any other rights or remedies of the Supplier, including but not limited to any rights the Supplier may have under the Sale Terms, the Supplier may:

- (a) terminate the Credit Agreement by notice to the Customer;
- (b) withhold supply of further Goods to the Customer;



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- (c) demand that all amounts owing to the Supplier under the Credit Agreement are immediately paid in full;
- (d) require the Customer to reimburse the Supplier for any costs and expenses reasonably incurred by the Supplier in taking action to recover any amounts owing to the Supplier under the Credit Agreement; and
- (e) exercise its rights in respect of the Goods.

#### 8 Credit Terms Variation

- (a) The Supplier may change these Credit Terms at any time by notice in writing to the Customer, provided that:
  - (i) the changes will not take effect for a period of at least 30 days after the Supplier notifies the Customer of the changes; and
  - (ii) the amended Credit Terms will not apply to Orders placed before the relevant change takes effect.
- (b) Upon receiving notice under paragraph (a), the Customer may terminate the Credit Agreement with immediate effect by notifying the Supplier before the relevant change takes effect. Any such termination will not apply to Orders placed prior to termination.

#### 9 Warranty

The Customer warrants that all information provided by the Customer to the Supplier in the Credit Application is true, complete and correct.

#### 10 Severability

If any part or clause of these Credit Terms is held illegal or unenforceable in any jurisdiction, then that part or clause may be severed for the purposes of that jurisdiction, if possible, so as to be valid and enforceable.

#### 11 Termination

- (a) Either party may terminate these Credit Terms at any time for convenience by providing the other party at least 14 days notice.
- (b) Termination of these Credit Terms under paragraph (a) will not affect credit extended to the Customer prior to the date of termination.

#### 12 Notices by email

- (a) The Customer may deliver a notice under these Credit Terms to the Supplier via email by sending such notice to: [credit.applications@alliedpinnacle.com]
- (b) The Supplier may deliver a notice under these Credit Terms to the Customer via email by sending such notice to the email address notified by the Customer to the Supplier from time to time.
- (c) Any email sent in accordance with this clause 12 will be considered received in accordance with the provisions of the *Electronic Transactions Act* (Cth) as if they applied to such notices.

#### 13 Governing Law

The Credit Agreement is governed by the law of New South Wales.

#### 14 Jurisdiction

The Sydney registry of the courts of New South Wales and the Commonwealth of Australia have exclusive jurisdiction for the purpose of hearing and determining any dispute arising under or in connection with the Credit Agreement.



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### SALES TERMS

These terms form the “**Sale Terms**”.

#### 1 INTERPRETATION

##### Definitions and interpretation

In this agreement:

“**Business Day**” means a day other than a Saturday, Sunday or public holiday in every state and territory of Australia.

“**Confidential Information**” means any information of whatever kind disclosed or revealed by one party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”) under or in relation to these Sale Terms or any Credit Terms that is by its nature confidential, is designated by the Disclosing Party as confidential (including, where the Supplier is the Disclosing Party, any pricing information, or credit limit or payment period extended) or the Receiving Party knows or reasonably ought to know is confidential. Confidential Information does not include information that has entered the public domain without a breach of these Sale Terms, is obtained from a third party who has no obligation of confidentiality to the Disclosing Party or is independently developed without breach of these Sale Terms.

“**Containers**” means any containers, pallets, pallets, crates or tanks used for the delivery of Goods, but excludes any cardboard packaging.

“**Credit Agreement**” means the agreement pursuant to which the Supplier agrees to supply Goods to the Customer on credit.

“**Credit Application**” means the application for credit made by a Customer in relation Orders placed by the Customer.

“**Credit Terms**” means the terms and conditions on which the Supplier will supply the Goods to the Customer on credit in accordance with clause 5.3.

“**Customer**” means the person who has requested the supply of Goods by the Supplier.

“**Goods**” means the goods that are the subject of any Order and for the purposes of the PPSA, if held by the Customer as inventory, the Goods are inventory.

“**GST**” has the same meaning as in *A Tax System (Goods and Services Tax) Act 1999 (Cth)*.

“**Invoice**” means any documents (including a statement) which are provided to the Customer by the Supplier in respect of the supply of Goods.

“**Order**” means an order for Goods, being an offer to purchase the Goods by the Customer from the Supplier.

“**Payment Period**” means:

- (a) if the Supplier has agreed to provide the Goods under any Credit Terms, the Payment Period applicable under those Credit Terms; or
- (a) otherwise, payment in advance or cash on delivery (as specified by the Supplier).

“**PPSA**” means *Personal Property Securities Act 2009 (Cth)* as amended.

“**Purchase Price**” means the price to be paid for the Goods being, unless otherwise agreed in writing, the Supplier’s then-current price for the Goods and (if applicable) their delivery (details of which are available on request). The Purchase Price is inclusive of GST.

“**Related Bodies Corporate**” has the meaning given in the *Corporations Act 2001 (Cth)*.

“**Supplier**” means Allied Pinnacle Pty Ltd (ABN 85 161 203 005) and its Related Bodies Corporate.

In this document unless the context otherwise requires, the singular includes the plural and vice versa.

#### 2 PRICE OF GOODS

##### Application of Other Terms

Any discounts or other terms agreed between the Customer and the Supplier will be calculated on and applied to the Purchase Price less GST.

#### 3 ORDERS

3.1 The Customer may place an Order either in writing, by telephone, by electronic means or by such other method as the parties may agree



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from time to time. Each Order must nominate a delivery point for the Goods.

Goods, notwithstanding the late delivery; and

**3.2** Any Order remains open until withdrawn in writing by the Customer.

(ii) any notice under paragraph (b) must be issued at least 8 hours prior to the Supplier delivers the relevant Order.

**3.3** By submitting an Order, the Customer is making an offer to the Supplier to purchase the Goods subject to these Sale Terms. The Supplier may at its absolute discretion decline any Order either in whole or in part.

#### **4.3 Instalments**

The Supplier may deliver the Goods in instalments and the Customer must pay to the Supplier a proportionate amount for any such instalment calculated based on the portion of the Goods which are delivered to the Customer in that instalment.

#### **4 DELIVERY**

##### **4.1 Method and Loss or Damage**

(a) The Supplier will bear the loss or damage to the Goods in transit where delivery is by its nominated carrier and delivery charges are included in the Purchase Price. In all other cases, the Customer is responsible for loss or damage occurring in transit.

##### **4.4 Acceptance**

(a) The Customer must inspect the Goods promptly following their delivery to ensure the Goods are in accordance with the relevant Order and are otherwise not defective or damaged.

(b) Delivery occurs:

(b) Where Goods are short delivered, defective or damaged on delivery, the Customer must notify the Supplier of its rejection of the affected Goods within 24 hours of delivery, unless there is an immediate danger to the health of consumers in which case the Customer must notify the Supplier immediately by telephone and must follow any product recall or withdrawal directions given by the Supplier.

(i) where the Supplier's nominated carrier is used, when the Supplier's nominated carrier delivers the Goods to the delivery address; and

(ii) in all other cases, when the Goods leave the Supplier's premises. .

(c) If the Goods are defective or damaged, the Supplier may require the defective or damaged Goods to be returned by the Customer to the Supplier and the Goods must be sent freight paid. Where any such Goods are not returned freight paid, the Supplier may deduct the amount of freight payable from any refund or replacement it agrees to make.

##### **4.2 Timing**

(a) The Supplier does not undertake to deliver an Order on any particular date or at any particular time despite any such request by the Customer contained in the Order.

(d) Subject to clause 9.1(b), the Customer:

(b) The Customer acknowledges and agrees that time is not of the essence in relation to delivery. If the Supplier fails to deliver any Order within 1 Business Day of the date specified in the relevant Order, the Customer may cancel that Order by notifying the Supplier accordingly. However:

(i) has no entitlement to return Goods which are outside the "use by" period of the Goods other than in accordance with paragraph (b); and

(i) unless and until the Customer has issued a notice to the Supplier under this paragraph (b), the Customer must accept and pay for the relevant

(ii) is deemed to have accepted the Goods if they are not rejected in accordance with paragraph (b).



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#### 4.5 Containers

- (a) Containers owned by the Supplier at all times remain the property of the Supplier.
- (b) All Containers are delivered to the Customer at the Customer's risk and the Customer must ensure that the Containers are: kept clean; not damaged (other than fair wear and tear); and are returned as soon as practicable, and immediately upon request by the Supplier, to the Supplier, or such other person as the Supplier may request, in good condition.
- (c) The Supplier may charge the Customer for the replacement cost or such lesser amount reasonably determined by the Supplier for each Container not returned or damaged by the Customer.

4.6 On or after delivery of the Goods, the Supplier may provide an Invoice to the Customer which may reproduce the Sale Terms for the information of the Customer. Such Invoice is not a contractual document.

## 5 PAYMENT AND CREDIT

### 5.1 Payment

- (a) The Customer must pay the Purchase Price for the Goods and any applicable merchant fees as described in paragraph (b) (together the "Amount Due") within the Payment Period.
- (b) Merchant service fees may apply to credit card payments and direct debit payment plans as advised by the Supplier from time to time.

### 5.2 Late Payment Consequences

If the Amount Due is not made within the Payment Period, the Supplier may by notice to the Customer:

- (a) withdraw any credit provided under the Credit Terms (if applicable);
- (b) withhold supply of further Goods;
- (c) apply interest on the outstanding amount from the due date up to the date of actual payment at the rate of 2% over the annual interest rate

charged by the Commonwealth Bank of Australia on an overdraft of \$100,000, calculated on a daily basis which will be payable in addition to the Purchase Price; and

- (d) require the Customer to reimburse the Supplier for any costs and expenses reasonably incurred by the Supplier in taking action to recover such Amount Due.

### 5.3 Credit

- (a) If the Customer requests credit with respect to one or more Orders, the Customer may apply for credit by submitting a Credit Application.
- (b) If the Supplier agrees to provide credit to the Customer, the Supplier will provide credit to the Customer on the terms set out in the Credit Terms.

### 5.4 Supplier's right of Set Off

The Supplier may set off any amount:

- (a) owed by the Supplier to the Customer in respect of any supply of Goods; or
- (b) placed on deposit in the name of the Supplier, from any Amount Due, by notice to the Customer.

## 6 RISK

Risk in the Goods passes to the Customer at the time the Goods are delivered to the Customer at the nominated delivery point.

## 7 TITLE

### 7.1 Retention of Title

Subject to clause 7.2, property in the Goods remains with the Supplier and does not pass to the Customer until the Customer has paid to the Supplier the Amount Due and cleared funds on all cheques or negotiable instruments have been received by the Supplier ("Relevant Date").

### 7.2 Sales to Third Parties



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(a) Without otherwise limiting the Customer's obligation to pay the Purchase Price for the Goods within the Payment Period, until the Relevant Date the Customer may in the ordinary course of its business use and sell and deliver any Goods or goods made using the Goods (the "Sold Goods") to a third party provided that:

(i) if the Customer is paid for the Goods by the third party, the Customer must promptly but in any event within 2 Business Days pay to the Supplier the Amount Due in respect of those Goods; and

(ii) if the Customer has not been paid for the Goods by the third party, the Customer must promptly but in any event within 2 Business Days either pay to the Supplier the Amount Due in respect of those Goods or, if requested by the Supplier, assign the debt due by the third party to the Supplier and/or register a security interest pursuant to the PPSA in respect of those Sold Goods. For the purposes of the assignment of that debt or registration of that security interest the Customer irrevocably appoints the Supplier as its attorney.

(b) Where Goods are sold under a Credit Agreement, nothing in paragraph (a) requires the Customer to pay the Amount Due for Goods prior to the Payment Period applicable under the Customer's Credit Agreement.

#### 7.3 Right of Entry

The Customer must permit representatives of the Supplier to enter any premises under the control of the Customer where the Goods are held during normal business hours for the purpose of inspecting the premises and the Goods to check that the Customer is complying with this clause 7 and, where so described in clause 7.5 to retake possession of any relevant Goods.

#### 7.4 Security Interest

(a) The Supplier will have a security interest in the Goods, until title to the Goods passes to

the Customer in accordance with these conditions, and in the proceeds of any sale by the Customer of such Goods, until the Customer has paid for the Goods.

(b) The security interest secures:

(i) the Amount Due; and

(ii) the obligations imposed on the Customer under and in connection with the Goods, the Credit Terms (if applicable) and/or the Sale Terms.

(c) The Customer must provide all reasonable assistance to the Supplier to further or more effectively secure the Supplier's rights over the Goods, to register the security interest created under this clause 7.4 or any other security interest, to take control over any of the Goods or take possession of the Goods where permitted to do so under these Sale Terms.

(d) The Customer must not allow a security interest to be created or registered over the Goods in priority to the security interest held by the Supplier.

#### 7.5 Retaking Possession

If:

(a) the Customer fails to pay any of the Amount Due within 7 days after the due date for that amount and if the Supplier has given notice to the Customer to pay the overdue amounts; or

(b) the Customer becomes or, in the reasonable opinion of the Supplier, is in danger of becoming, insolvent or bankrupt,

the Supplier may retake possession of the Goods.

#### 7.6 Disposal on Retaking Possession

If the Supplier retakes possession of the Goods, the Supplier may sell or otherwise dispose of the Goods at its absolute discretion.



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#### 8 PPSA PROVISIONS

##### 8.1 PPSA Notices

To the extent permitted by law, the Customer waives its rights to receive:

- (a) notice of a verification statement under section 157 of the PPSA;
- (b) notices of the removal of an accession under section 95 of the PPSA;
- (c) notices of action to enforce security over liquid assets under subsection 121(4) of the PPSA;
- (d) notices of a proposal to dispose of Goods under section 130 of the PPSA;
- (e) notices of a statement of account under sections 132(3)(d) and 132(4) of the PPSA;
- (f) notices of any proposal of the Supplier to retain Goods under section 135 of the PPSA; and
- (g) notices of any other occurrence in respect of which the Customer and the Supplier can agree to waive notice under the PPSA at any time.

##### 8.2 PPSA Rights

To the extent permitted by law, the Customer waives its right:

- (a) to redeem Goods under section 142 of the PPSA; and
- (b) to reinstate this agreement under section 143 of the PPSA.

##### 8.3 Rights and Powers

The rights and powers conferred on the Supplier by these Sale Terms, or the law are in addition to any rights and powers conferred by the PPSA.

#### 8.4 PPSA Terms

Words included in clauses 7 and 8 which are defined in the PPSA have the meaning given to them by the PPSA.

#### 9 WARRANTIES, LIMITATION & EXCLUSIONS, AND INDEMNITY

##### 9.1 Exclusion of Warranties

- (a) Subject to clause 9.2 and paragraph (b) and to the extent permitted by law, this agreement excludes all warranties, conditions, liabilities or representations in relation to the Goods or the accuracy of information, advice or other services concerning the Goods or otherwise.
- (b) Nothing in these Sale Terms excludes restricts or modifies any right or remedy, or any guarantee, warranty or other condition, implied or imposed under any legislation which cannot lawfully be excluded or limited.

##### 9.2 Exclusions and limitations of Liability

- (a) Where legislation (including the Australian Consumer Law) implies or imposes any guarantee, condition or warranty which cannot be excluded or modified (a **Non-Excludable Provision**), and the Supplier is able to limit the Customer's remedy for a breach of the Non-Excludable Provision, the liability of the Supplier's for breach of the Non-Excludable Provision is limited at the Supplier's option, to any one or more of the following:
  - (i) in the case of the goods, 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; and
  - (ii) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
- (b) Subject to clause 9.1(b), and to the maximum extent permitted by law, the Supplier's maximum aggregate liability for all claims





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under or relating to an Order is limited to the Amount Due for the Goods that are the subject of that Order.

- (c) The Supplier's liability to the Customer under or in relation to these Sale Terms or its subject matter is reduced to the extent that the Customer's actions or omissions or those of a third party contribute to or cause any such liability
- (d) Subject to clause 9.1(b), neither party, its officers, employees or agents are liable to the other for any indirect or consequential loss or damage of any kind whatsoever.
- (e) The limitations and exclusions of liability in this clause 9 apply regardless of the basis on which such liability arises, whether in contract, tort (including, but not limited to negligence), in equity, under statute or on any other basis.
- (f) In accordance with the Australian Consumer Law, the Supplier has published below prescribed wording in relation to the rights of certain customers. To the maximum extent permitted by law, the publication of the wording below does not give the Customer any rights under the Australian Consumer Law that it would not otherwise have, or otherwise limit in any way the operation of this clause 9:

"Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss of damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure"

#### 9.3 Warranties by the Customer

The Customer warrants that it:

- (a) has product safety and product recall procedures in place which conform with the requirements of all common law and the laws of the Australian Commonwealth, State or Territory laws and the recommendations of

the Australian and New Zealand Food Authority;

- (b) will not make any unauthorised use of or any claim to, intellectual or industrial property which pertains to the Goods or is the property of the Supplier;
- (c) will handle and store Goods at all times as directed by the Supplier or in the absence of such direction, in accordance with prevailing industry standards or procure them to be so; and
- (d) will handle and store Containers safely, with due care, and in accordance with occupational or public health and safety requirements.

#### 10 TERMINATION

- (a) Either party may terminate these Sale Terms at any time for convenience by providing the other party at least 14 days notice.
- (b) Termination of these Sale Terms under paragraph 10 will not affect any Orders which were accepted by the Supplier prior to the effective date of such termination.

#### 11 SALE TERMS VARIATION

- (a) The Supplier may change these Sale Terms at any time by notice in writing to the Customer, provided that:
  - (i) the changes will not take effect for a period of at least 30 days after the Supplier notifies the Customer of the changes; and
  - (ii) the amended Sale Terms will not apply to Orders placed before the relevant change takes effect.
- (b) Upon receiving notice under paragraph (a), the Customer may terminate these Sale Terms with immediate effect by notifying the Supplier before the relevant change takes effect. Any such termination will not apply to Orders placed prior to termination.



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## 12 GENERAL

### 12.1 Waiver

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

### 12.2 Severability

If any part or clause of these Sale Terms is held illegal or unenforceable in any jurisdiction, then that part or clause may be severed for the purposes of that jurisdiction, if possible, so as to be valid and enforceable.

### 12.3 Sales Conditions Prevail

As between the Supplier and the Customer, if there is any inconsistency (whether expressly referred to or to be implied from these Sales Conditions or otherwise) between the provisions of these Sales Conditions and those of any document of the Customer, the provisions of these Sales Conditions prevail to the extent of the inconsistency.

### 12.4 Confidentiality

- (a) The Receiving Party may only use the Confidential Information of the Disclosing Party for the purposes of performing its obligations under these Credit Terms, and subject to the following must keep the Disclosing Party's Confidential Information confidential.
- (b) The Receiving Party may disclose the Confidential Information of the Disclosing Party:
  - (i) with the prior written consent of the Disclosing Party;
  - (ii) to its personnel (including contractors), professional advisers and insurers, provided that the Receiving Party ensures such recipients keep such

information confidential on the same basis as set out in this clause 12.4; or

- (iii) to the extent required by law.

### 12.5 Notices by email

- (a) The Customer may deliver a notice under these Sales Terms to the Supplier via email by sending such notice to: [credit.applications@alliedpinnacle.com]
- (b) The Supplier may deliver a notice under these Sales Terms to the Customer via email by sending such notice to the email address notified by the Customer to the Supplier from time to time.
- (c) Any email sent in accordance with this clause 12.5 will be considered received in accordance with the provisions of the *Electronic Transactions Act (Cth)* as if they applied to such notices.

### 12.6 Governing Law

This agreement is governed by the law of New South Wales.

### 12.7 Jurisdiction

The Sydney registry of the courts of New South Wales and the Commonwealth of Australia have exclusive jurisdiction for the purpose of hearing and determining any dispute arising under or in connection with this agreement.