

## CONTACT HARALD STANDARD TERMS & CONDITIONS

### 1. STANDARD TERMS & CONDITIONS

- 1.1 These standard terms & conditions (**Standard Terms & Conditions**) apply to all sales and supplies of Product, Other Goods and Services supplied by VT42 Pty Ltd trading as Contact Harald ABN 77 373 551 818 (**Contact Harald, we, us**) to you (**Customer, you**). We may add to or change these Standard Terms & Conditions at any time however the Customer will be bound by and agrees to accept the Standard Terms & Conditions which apply at date of the Proposal.
- 1.2 Under the Contract (including the Proposal, these Standard Terms & Conditions, EULA and SAAS Terms):
- (a) **"Card Activation"** means when the Customer on behalf of the User, pushes the activation button on the Card.
  - (b) **"Contract"** means the signed Proposal by the Customer which forms the binding contract for the relevant order.
  - (c) **"Other Goods"** means the goods we supply which are not Product, including but not limited to iPads, gateway systems, beacons, etc, as specified in the Proposal.
  - (d) **"On-Boarding"** means the first implementation of the Application with you for a Site which is completed on go-live.
  - (e) **"Permitted Use"** means the stated permitted use in the Proposal which is subject to the terms of Standard Use set out in the Product Warranty and Standard Use document.
  - (f) **"Platform Fee"** means the charge for the Application and Product setup Services for the initial Site for the Customer including, On-Boarding Software Licence royalty-free, Services described in the Proposal (which include training and support Services up to one hour each without charge) and Software Updates.
  - (g) **"Platform Renewal Fee"** means the renewal fee that we charge every 6 months from date of On-Boarding the Application with you for the first time at a Site and is charged for renewed Software Licence at that Site.
  - (h) **"Product"** means one Contact Harald Card (**Card**) plus one lanyard (or equivalent) per Card and one ancillary royalty-free licence for the Software for the Permitted Use (**Software Licence**) for the Software Licence Term for that Card (together **Product**).
  - (i) **"Proposal"** means the proposal document so called and sent by us to the Customer for approval, which amongst other things details the Customer name and details, delivery details, quantity of the Product, Other Goods and Services and their respective prices, and the name of the Customer.
  - (j) **"Services"** means the services to be performed by Contact Harald that are expressly set out in the Contract which may include but are not limited to additional training and support, gateway start-up training, delivery costs and the like, as specified in the Proposal.
  - (k) **"Site"** means the location named in the Proposal where the Product and Other Goods will be implemented.
  - (l) **"Software"** means the Contact Harald software used for the purpose of the Cards contact tracing with other Cards acquired and activated by the Customer for Users for the Permitted Use only. The Software is incidental to the use of the Card.
  - (m) **"Software Licence Term"** means the Software licence period of 6 months commencing on the date of Card Activation (except for Starter Kit Cards which have a period of 15 business days commencing on the date of Card Activation).

### 2. OPERATION OF TERMS

- 2.1 These Standard Terms & Conditions apply to all Proposals, Contracts, EULAs and SAAS Terms, so that when the Proposal is signed by the Customer, these Standard Terms & Conditions, the EULA and the SAAS Terms bind the Customer and will make up "the Contract" (which constitutes the entire agreement and supersedes all previous agreements and understandings relating to our supply of the Product, Other Goods, Software and Services as specified in the Contract to you).
- 2.2 You agree that you have not relied on any statement, representation, assurance or warranty that is not explicitly set out in the terms of the Contract.
- 2.3 The Customer agrees that it must procure that, and is liable for, all Users being given a copy of, being bound to and strictly complying with the EULA and the SAAS Terms which may be updated from time to time.

### 3. BINDING ORDERS

- 3.1 We will supply and deliver the Product, Other Goods, Software and Services that you have ordered as described in the Contract. No Contract may be reduced or cancelled, or Product or Other Goods returned without consultation and first receiving our approval.
- 3.2 We do not accept returns for any reason other than where the Product, Other Goods or Software is materially defective at our fault. We do not refund on the basis that you have found a cheaper price, stock or equipment elsewhere, or that you have misused or damaged the Product, Other Goods or Software. If you wish to return Product, Other Goods or Software on the basis of a material defect at our fault you must do so within 30 days of first use and subject to our Product Warranty and Standard Use document. Where Product, Other Goods or Software is materially defective at our fault and you have not contributed to the defect (including through misuse or damage), we will provide a refund or replacement at

our cost (at our option). However if the fault is directly or indirectly as a result of the Customer or User not adhering to our User Guide, Product Warranty and Standard Use document, the EULA or the SAAS Terms, or as a result of their misuse of or damage to the Product or Other Goods, we are not liable to refund or replace the Product, Other Goods or Software.

### 4. PRICE AND PAYMENT

- 4.1 The prices for all Product, Other Goods and Services are set out in the Proposal and are fixed for 30 days. Unless otherwise stated, all prices, fees and costs are in the currency stated in the Proposal and exclude taxes, duties and excises.
- 4.2 Each 6 months we may update the pricing for our Product, Other Goods and Services.
- 4.3 If payment of any money you owe us is overdue, it incurs interest daily at the Default Interest Rate of 4% above the rate in the *Penalty Interest Rates Act 1983* (Vic) per annum.
- 4.4 You are liable for the amount set out in the Contract unless we otherwise agree in writing (signed by a director of VT42 Pty Ltd trading as Contact Harald) to a longer payment term which can be no greater than 30 days from the date of invoice that we issue.
- 4.5 We will issue an invoice for your Contract prior to or on delivery of Product and any Other Goods. Payment of the total invoiced amount is due and payable on the date we issue the invoice to the Customer (that is, prior to or on delivery as we set out in the invoice).
- 4.6 Payment must be in full by way of electronic funds transfer to our bank account as set out in the invoice and be net of any transfer fees.
- 4.7 All prices, fees and charges stated the Proposal exclude tax, duties, and excises levied by government (including value added taxes, state and withholding taxes) and these are to be paid by you. Where a withholding tax is applied, the price will be grossed up so that we receive the full amount of the price listed on the relevant tax invoice as if the withholding tax was not applied.
- 4.8 If we pay any extra costs including but not limited to increases in third party component costs, any delivery costs such as premium air or road freight charges to deliver Product and Other Goods to you, these costs will (at our option) be invoiced and charged to you as a debt immediately due and payable.
- 4.9 If you have not made payment on time for a Contract we may immediately:
- (a) (if payment remains outstanding) cancel a Contract or the delivery of Product, Other Goods, Services or Software under that Contract; and/or
  - (b) (if payment remains outstanding) terminate any or all Software Licences (and the relevant Software Licence Term will end) under that Contract, without refund to you.

### 5. DELIVERY

- 5.1 Regardless of where we source our components and inventory from, unless otherwise specified in the Contract:
- (a) all deliveries relating to either the initial order or renewal of Product where the Pick-up Address stated in the Proposal and the Customer Destination stated in the Proposal are within the same country, are "Delivered At Place" (DAP Incoterms 2020) from the Pick-up Address stated in the Proposal to the Customer Destination stated in the Proposal.
  - (b) all "same-country" deliveries subsequent to the initial order and all renewal orders where the Pick-up Address and the Customer Destination stated in the Proposal are within the same country, are charged at a nominal amount and included in the Proposal;
  - (c) all deliveries of Product and Other Goods where the Pick-up address and the Customer Destination stated in the Proposal are different countries, are "Ex Works" (EXW Incoterms 2020) from the Pick-up Address stated in the Proposal to the Customer Destination stated in the Proposal.
- 5.2 You are responsible for costs in accordance with the relevant Incoterm and the terms of the Contract (if there is an inconsistency, the terms of the Contract take priority over the Incoterm).
- 5.3 We reserve the right to pass on the costs of any delivery, that we have paid on your behalf, including delivery costs, duties/taxes, etc where the Customer is liable for the said charges. Any costs incurred will be invoiced by us and payable by you.
- 5.4 Any delivery date specified for delivery of the Product and/or Other Goods is an approximate date only; we are not liable for any delay, provided reasonable efforts are used to deliver the Product and/or Other Goods within a reasonable period of time.
- 5.5 Where we use third parties to deliver the Product and/or Other Goods, their terms of delivery will apply (including delivery from our suppliers to us).
- 5.6 We (and our suppliers) are subject to government regulations and our Product and Other Goods use components and parts which are subject to shortages and delays. Where we are unable to fulfil the requirements of the Product and/or Other Goods ordered, in these circumstances, we reserve the right to deliver partial quantities of the Product or Other Goods and refund the remainder. Where the Customer notifies us that it no longer wishes to proceed with the order due to unavailability, we will refund the Customer for the Product and Other Goods if paid for, in full. Where we have missed a delivery date by more than 30 days for a reason that is solely our fault, we will provide a refund for the late Product and/or Other Goods in question only.

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- 5.7 We reserve the right to pass on the costs of delivery on a basis other than our usual terms (eg: express delivery, premium delivery, special freight, etc). Delivery costs are calculated and included in your invoice.
- 6. RISK AND TITLE**
- 6.1 Risk in the Product and Other Goods passes on delivery according to the relevant Incoterm set out in clause 5.1 above. Until the full purchase price of the Product, Other Goods and all other sums due by you to us upon any account whatsoever have been paid in full:
- the Product and Other Goods remain our property notwithstanding the delivery of the Product and Other Goods and the passing of risk to you;
  - we may at any time enter your or another premises to recover the Product and Other Goods if they are in your possession and re-sell the Product and Other Goods if any payment owed by you on any account is overdue;
  - you will possess all Product and Other Goods on a fiduciary basis only and must not encumber or permit any encumbrance over them.
- 6.2 At no time do we transfer any title or interest in our Software or Application to you.
- 7. USE**
- 7.1 You must ensure that each person and individual who uses the Product does so strictly for the Permitted Use in accordance with the User Guide, the Product Warranty and Standard Use document, our technical specifications and Product guidelines, any instructions we provide and the instructions of third party manufacturers and suppliers relevant to the Product and Other Goods.
- 7.2 The Product, Other Goods and Software are not for resale.
- 7.3 You are responsible and liable for the safe and lawful disposal of Product and Other Goods (including Product and Other Goods that you distribute to Users).
- 7.4 USE OF ANY OF OUR PRODUCT, OTHER GOODS AND/OR SOFTWARE DOES NOT GIVE ANY INDICATION THAT USERS ARE SAFE OR IN DANGER, NOR DOES IT NECESSARILY RECORD EACH INTERACTION USERS HAVE WITH ANY PERSON, FAUNA, FLORA OR PLACE THAT THEY ARE NEAR OR IN CONTACT WITH. USE OF OUR PRODUCT AND/OR SOFTWARE DOES NOT MEAN THAT USERS ARE PROTECTED FROM ANY HARM, INJURY, VIRUS OR DISEASE, NOR DOES IT MEAN THAT YOU ARE NOT RESPONSIBLE FOR YOUR OWN HEALTH AND SAFETY PROTOCOLS AND/OR THEY ARE NOT RESPONSIBLE FOR THEIR OWN HEALTH AND SAFETY (INCLUDING THAT THEY WILL NOT CONTRACT COVID-19).
- 7.5 Our digital contact tracing system is an aid to traditional contact tracing. Due to limitations with radio signals, some false positives or false negatives may occur. The use of our Product, Other Goods and Software is not a substitute for proper health and safety procedures.
- 8. SERVICES**
- 8.1 Where a Service is not expressly included in the supply of a Product or Other Good as set out in the Proposal, you agree that we will charge for the Service at an hourly rate in 15 minute increments in accordance with our usual rates for such Services (please consult with your salesperson/agent for our current hourly rates).
- 8.2 Contact Harald reserves the right to charge the Customer for extra training and support over and above the allowance which we offer as part of our Platform Fee in our first Contract with you for a Site.
- 8.3 We have detailed security, privacy and compliance documents available on request, designed specifically for use by your security and compliance teams. Beyond our providing our standard documents in this respect or for any extra specific questionnaires you have, you agree that our time and efforts are a Service and we will charge at an hourly rate in 15 minute increments in accordance with our usual rates for such Services (please consult with your salesperson/agent for our current hourly rates).
- 9. CUSTOMER RESPONSIBILITIES**
- 9.1 The Customer will be responsible for distributing Cards to its Users and keeping the Product, Other Goods and Software in the environmental conditions recommended by us (including that its operating systems meet our requirements).
- 9.2 The Customer will ensure that the Product, Other Goods and Software are only used by properly trained Users in accordance with our instructions (which may be updated from time to time).
- 9.3 The Customer will maintain adequate records of the use, maintenance and function of the Product, Other Goods and Software and will provide us with such information and assistance concerning such items, including its application, use, location and environment as we may reasonably require.
- 9.4 The Customer will immediately notify us if there is any failure of the Product, Other Goods or the Software and will allow us full and free access to such items and all documentation, software, materials and services (including its environment). The Customer will ensure that relevant trained, qualified and experienced staff are available when required by us to provide us with information required to diagnose and/or repair issues.
- 9.5 It is the Customer's sole responsibility to maintain a stock of replacement Product (eg: Replacement Cards).
- 9.6 The Customer undertakes to keep in place adequate security measures and up-to-date firewalls to protect the Product, Other Goods and Software from any viruses, harmful code or unauthorised access. We shall not be responsible for, and you covenant that you will not undertake, any unauthorised access to the Product, Other Goods or Software by means of reverse engineering, copying, hacking, jailbreaking or any unauthorised access with intent to commit or facilitate the commission of any excessive use, offence or any unauthorised modification or infringement of the intellectual property of the Product, Other Goods or Software by the Customer, any User, any personnel of the Customer or by a third party.
- 9.7 The Customer is responsible for ensuring that their login and password to the Software (and those of the Users) remain secure and confidential. The Customer should update their password regularly and 'remember me' type functions should not be used on publicly available or shared computers.
- 10. INTERNET/NETWORK REQUIREMENTS**
- 10.1 Our Product and Software require a reliable and robust connection to the internet / local network to take advantage of all of the online features and benefits. It is the Customer's responsibility to ensure that it has an appropriate internet / local network connection in place prior to installation of the Software and to also ensure that the internet connection is maintained correctly and includes an up-to-date firewall in accordance with our latest set of system requirements (including our technical specifications and other Product guidelines).
- 10.2 Larger locations / installations will need higher internet speeds as appropriate to the size of installation and business. This speed requirement does not include any additional internet usage required over and above for use of the Software such as staff or guest networks or other business requirements. Internet speeds and consistencies can be checked by using internet speed test websites or by contacting the applicable internet service provider.
- 10.3 The Customer is solely responsible and liable for the setup, configuration and management of the local network and/or wifi infrastructure for the Product, Other Goods and Software.
- 10.4 Our representatives may provide advice and an indication of the suitability of the Customer's internet / local network connection, it remains the Customer's sole responsibility to ensure it has a suitable internet / local network connection during our engagement. We are not responsible for any slow responses to the Customer's own systems.
- 11. SOFTWARE LICENCE**
- 11.1 The royalty-free Software Licence and the Software Licence Term are tied to the useful life of our Cards which each have an approximate 6 month battery life and will give the Customer use of the Card and Software (including the Application) for the Software Licence Term only. After a period of approximately 5.5 months from the date of Card activation, the Card will flash, signalling that the Card is nearing the term of use and Software Licence Term. A replacement Product purchase is also subject to the licence terms set out in clause 11.5 below.
- 11.2 The life of the Card which has an approximate 6 month battery life and the Software Licence Term for all Software (including Software embedded in the Product and the Application) supplied under these Standard Terms & Conditions is as stated in the Software Licence Terms.
- 11.3 At the end of the Software Licence Term your use of the relevant Product and the Software Licence will expire (including your access to the Application)
- 11.4 The use of the Software in the Product, the Application, the Cards and any Other Goods we supply may only be used for the Permitted Use and is subject to these Standard Terms & Conditions, the EULA and SAAS Terms.
- 11.5 Where the Customer has lost or damaged a Product or Other Good, a replacement Product or Other Good will trigger a new purchase and fees. Where a Product or Other Good doesn't operate as intended by Contact Harald, a replacement Product or Other Good will be dealt with subject to our Product Warranty and Standard Use document.
- 12. TERMINATION AND SUSPENSION**
- 12.1 We may terminate or suspend a Contract on 24 hours prior written notice acting reasonably. Where we terminate a Contract, we shall refund all amounts paid by you however, where we can show that an act or omission by you has contributed to the termination of the Contract, we may retain amounts for actual loss and expenses that we incur (including third party costs and expenses whether paid or unpaid).
- 12.2 We may terminate or immediately suspend a Contract, part of it, or the access or use of the Product, Other Goods, the Application or any Software for the Customer, any User or group of Users if the Customer, a User or group of Users breaches a provision of the Contract (made up of its component parts as set out in clause 1 of these Standard Terms & Conditions). Where we suspend, we may suspend for as long as reasonably necessary and without refund or credit. Where we terminate, we will give 7 days written notice and, if the breach can be remedied we will give the Customer the opportunity to remedy the breach within the notice period (such matters at our reasonable discretion). Termination in such instances will be without refund or credit.
- 12.3 We shall not be liable for any loss or damage to you whether direct or indirect as a result of suspension or termination of a Contract. No compensation shall be paid to you to cover any loss or damage, actual or anticipated profits or any consequential, special, contingent or other damages.
- 13. PRODUCT WARRANTY**
- 13.1 Except as expressly stated in these Standard Terms & Conditions and the Product Warranty and Standard Use document, and except where the law does not permit a warranty to be excluded or requires that a warranty is implied on mandatory basis, all Product, Other Goods and Software are supplied "as is" and we do not

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- give any representation, warranties or undertakings in relation to the Product, Other Goods or Software. Any representation, condition or warranty which might be implied or incorporated into these Standard Terms & Conditions by statute, common law or otherwise is excluded to the fullest extent permitted by law. All warranties and conditions that are capable of exclusion (other than those expressly contained in this document) are expressly excluded.
- 13.2 You acknowledge that the Product and Other Goods may be sourced from third-party manufacturers and/or suppliers, and you agree to comply with the terms and conditions of each third party manufacturer/supplier.
- 13.3 Where the law requires a warranty to be implied into these Standard Terms & Conditions and we are in breach of such warranty, then your sole remedy (at our discretion) is:
- we may resupply the affected good or service again (at our cost);
  - we may pay a third party to supply the affected good or service again.
- 14. LIABILITY AND INDEMNITY**
- 14.1 This clause sets out our liability under a Contract and all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 14.2 Due to the nature of the Product, Other Goods and the Software, the actual use of these items by the Customer and knowing that third parties will rely on the Customer's use of such items (such as health authorities), the Customer is responsible and liable for the use, acts and omissions in respect of the Product, Other Goods and Software, and its implementation of such items for the benefit of its Users and other individuals.
- 14.3 Except to the extent that clause 14.5 applies, the Customer shall be liable for and indemnify and keep indemnified us and our directors, officers, agents, employees and contractors (the "Indemnified") against all actual, direct, indirect or alleged claims, damages, demands, losses, costs, liabilities, suits, actions, expenses or proceedings of whatsoever nature whether arising under any statute or at common law arising out of or in connection with:
- your use of the Product, Other Goods and/or the Software or any claim (including any third party claim) in respect of the use of the Product, Other Goods or the Software (including for injury to person (which shall include illness) or death of any person (including the Indemnified));
  - the Customer's or a User's wilful misuse of or misconduct in connection with the Application or Software;
  - the Customer's or a User's actual or alleged use of the Application or any of our Software in violation of the Contract (including the SAAS Terms and EULA) or in violation of applicable law; or
  - any actual or alleged infringement or misappropriation of third party intellectual property rights or breach of privacy obligations arising from data provided to us by the Customer or otherwise inputted into the Application, whether by the Customer, a User or other person.
- 14.4 Except where the Customer or User breaches a Software Licence provision or confidentiality obligation under the Contract (made up of its parts), or infringes any intellectual property right in the Product or Other Good, in any other event, the Customer's total liability under the Contract (made up of its parts) under any theory of liability, whether by statute, in an equitable, legal, or common law action, whether for contract, strict liability, indemnity, tort (including negligence), for legal fees and/or costs, or otherwise, for damages which, in the aggregate, will not exceed the amount actually paid and due to be paid by Customer under the Contract for Product, Other Goods and Services which gave rise to such damages and expenses.
- 14.5 The indemnity in favour of Contact Harald and the Indemnified in clause 14.3 does not apply to the extent that a third party makes a claim for the infringement of its intellectual property rights by us.
- 14.6 To the extent permissible by law you release us and the Indemnified from and against any claims, suits, demands, actions now or at any time in the future by any of your Users relating directly or indirectly to the relevant Contract (made up of its parts) or the supply of Product, Other Goods, Software or Services any other good or service by us or your use of those items.
- 14.7 To the maximum extent permitted at law, our liability is limited as follows:
- in respect of a supply of a good or service under a Contract:
    - at our discretion we may resupply the affected good or service again (or we may elect to pay a third party to supply the affected good or service again);
    - our liability is capped to the amount that the Customer actually paid for the affected good or service;
  - IN ANY EVENT, OUR TOTAL LIABILITY UNDER A CONTRACT (MADE UP OF ITS PARTS) UNDER ANY THEORY OF LIABILITY, WHETHER BY STATUTE, IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION, WHETHER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), FOR LEGAL FEES AND/OR COSTS, OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER UNDER THE CONTRACT FOR THE GOODS AND SERVICES WHICH GAVE RISE TO SUCH DAMAGES AND EXPENSES;
- IN NO EVENT WILL WE BE LIABLE TO THE CUSTOMER IN RESPECT OF PRODUCT, OTHER GOODS OR SOFTWARE THAT HAS NOT BEEN PAID FOR;
  - IN NO EVENT WILL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING DAMAGES WHICH DO NOT NATURALLY ARISE) AND HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OR CORRUPTION OF DATA OR INFORMATION, BUSINESS INTERRUPTION OR LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, GOODWILL OR DAMAGE TO THE HEALTH OR SAFETY OF ANY PERSON OR INDIVIDUAL; AND THESE LIMITATIONS APPLY EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.
- 15. CONFIDENTIALITY**
- 15.1 A party (**Receiving Party**) will keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed (either orally, in writing or by demonstration) to the Receiving Party by the other party (**Disclosing Party**) or its employees, agents or sub-contractors and any other confidential information concerning the Disclosing Party's business, its products and services which the Receiving Party may obtain (**Confidential Information**).
- 15.2 In relation to any Confidential Information received from the Disclosing Party or from a third party on behalf of the Disclosing Party, the Disclosing Party and the Receiving Party agree:
- to treat the Confidential Information in confidence and to use it only for the purpose of discharging the Receiving Party's obligations under these Standard Terms & Conditions;
  - not to disclose the Confidential Information to any third party without the express written permission of the Disclosing Party.
- 15.3 The Receiving Party may disclose any Confidential Information which:
- is in or comes into the public domain in any way without breach of these Standard Terms & Conditions by the Receiving Party or any person or entity to whom it makes disclosure;
  - is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or
  - is required by law to be released (eg. by a court order), provided that, when permitted by the applicable law, the Disclosing Party is given as much prior written notice as possible of such request.
- 16. MISCELLANEOUS**
- 16.1 No amount owing by you to us may be set off against any liability by us to you (in each case whether present, future, actual, contingent or prospective).
- 16.2 A consent, approval, commitment, waiver or similar to be given by us only binds us if given by way of a written document signed by a director of VT42 Pty Ltd trading as Contact Harald ABN 77 373 551 818.
- 16.3 All terms and conditions in respect of liability, indemnities, confidentiality, product warranties and disclaimers, the use of Software and any intellectual property rights shall survive termination of these Standard Terms & Conditions (however arising).
- 16.4 The law of Victoria, Australia is the proper law of the Contract and the parties submit to the exclusive jurisdiction of the Courts of Victoria, Australia. The parties agree that the *Goods Act 1958* (Vic) and the *United Nations Convention on Contracts for the International Sale of Goods* (CISG) do not apply to these Standard Terms & Conditions. English is the language of the Contract and any dispute.
- 16.5 If either party is unable wholly or in part, by reason of a Force Majeure Event to carry out any obligation under the Contract it shall promptly give notice to the other party specifying the Force Majeure Event and the likely duration of its inability to perform and that obligation shall be suspended so long as the Force Majeure Event continues. This does not apply to the obligation to make a payment. (Force Majeure Event means any matter outside the control of a party, or industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), pandemic, pestilence, industry wide material shortages or component shortages, a major natural weather event, earthquake or any other natural disaster).
- 16.6 An amendment to a Contract or a waiver only binds us to the extent that it is in writing and signed by a director of VT42 Pty Ltd trading as Contact Harald ABN 77 373 551 818. Failure to exercise or any delay in exercising any right, power or remedy does not operate as a waiver. Amendments are effective from the date of posting to our website. However waivers are effective for the Customer only from the date of our written waiver to the Customer.
- 16.7 These Standard Terms & Conditions shall prevail over all terms and conditions in any Proposal, purchase order or other document of the Customer concerning the Product, Other Goods and Services to the extent of any inconsistency.
- 16.8 If any provision of these Standard Terms & Conditions is or becomes invalid, illegal or unenforceable, in whole or in part, then the provision will apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties.

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- 16.9 To the extent that it is not possible to delete or modify the provision, in whole or in part, under clause 16.8, then such provision or part of it will, to the extent that it is illegal, invalid or unenforceable, be deemed to not form part of this document.
- 16.10 The Customer may not assign any part of a Contract or otherwise transfer any licence whether by operation of law, change of control, or in any other manner, without our prior written consent. Any purported assignment of such in violation of this clause will be deemed void. We may assign, in whole or in part, our rights, interests, and obligations without limitation.
- 16.11 Unless the context otherwise requires, words importing the singular shall include the plural and vice versa. Headings are for convenience only and must be ignored in construing this document. References to any person include references to any individual, company, body corporate, association, partnership, firm, joint venture, trust and government. References to any party include references to its respective successors and permitted assigns. The word "include" in any form is not a word of limitation.

### 17. CONTACT HARALD INFORMATION

For further information relating to Technical Information and Product Warranties, please visit the website [www.contactharald.info](http://www.contactharald.info)

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i 10 May 2021