

**TERMS AND CONDITIONS**

In the case of a Trust Company the Customer acknowledges that the Trustee shall be liable for the account and in addition the assets of the trust shall be available to meet the payment of the account.

**1. TERMS AND CONDITIONS OF TRADE**

By ordering goods and services (“**Goods**”) from OilCorp you (“**Customer**”) agree that the following terms and conditions of sale shall apply to the supply. This Agreement replaces any previous terms and conditions of sale. This Agreement creates a security interest in favour of OilCorp for the purposes of the PPSA.

**2. DEFINITIONS**

‘**Agreement**’ means these terms and conditions of sale including any annexures and schedules attached hereto.

‘**Bank Guarantee**’ means an unconditional, enforceable and irrevocable undertaking:

- (b) in favour of OilCorp;
- (c) issued by a bank lawfully carrying on business in Queensland under the *Banking Act 1959* (Cth);
- (d) that states it relates to the performance of the Customer’s obligations under this Agreement and must not be limited to the non-payment of goods;
- (e) with no expiry date; and
- (f) otherwise in a form acceptable to OilCorp.

‘**Commencement Date**’ means the date that the last party to this Agreement signs it.

‘**Consequential Loss**’ means loss of revenue, loss of profits or opportunity to make profits, loss of business or business opportunity, loss of use or amenity, or loss of anticipated savings, special, exemplary or punitive damages and any loss which does not directly and naturally flow in the normal course of events from the occurrence of the event giving rise to the liability for such loss, whether or not such loss was in the contemplation of the parties at the time of entry into this Agreement.

‘**CPI**’ means the Consumer Price Index (All Groups) of Brisbane City published each quarter by the Australian Bureau of Statistics.

‘**Dispute**’ has the meaning given in clause 17.

‘**Dispute Notice**’ has the meaning given in clause 17(a).

‘**Goods**’ has the meaning given in clause 1.

‘**GST**’ has the meaning given in the GST Law.

‘**GST Law**’ means the *A New Tax System (Goods and Services Tax) Act 1999* and the related imposition Acts of the Commonwealth.

‘**Loss**’ means all liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis and whether incurred or awarded) of any kind or nature.

‘**OilCorp**’ means OilCorp Fuels Pty Ltd ABN 64 605 166 443 and its assigns or successors and each corporation (within the meaning of that term in sections 9 and 57A of the *Corporations Act*) which is now or may later be taken to be related to OilCorp (within the meaning of

section 50 of the *Corporations Act* from whom the Customer purchases the Goods.

‘**PPSA**’ means the *Personal Property Securities Act 2009* (Cth).

‘**PPS Property**’ means any property over which a security interest (as that term is defined under the PPSA) can be legally granted under the PPSA.

‘**PPSR**’ means the Personal Property Securities Register established under section 147 of the PPSA

‘**Purchase Order**’ means an order issued by the Customer to OilCorp to provide Goods under this Agreement.

‘**Recalculated Amount**’ has the meaning given in clause 19(e).

‘**Recipient**’ has the meaning given in clause 19(b).

‘**Security Amount**’ has the meaning given in clause 8.

‘**Supplier**’ has the meaning given in clause 19(b).

‘**Term**’ has the meaning given in clause 6.

‘**TGP**’ means the Terminal Gate Price determined by OilCorp from time to time and displayed on its website or advised to the Customer by email or other means.

‘**Variation Notice**’ has the meaning given in clause (c).

**3. GENERAL**

- (a) Unless otherwise specifically agreed in writing by OilCorp, where any terms and conditions of the Customer’s order are inconsistent with this Agreement, then the terms and conditions of this Agreement will prevail. Any variations or additions to this Agreement not expressly agreed to in writing by OilCorp are expressly rejected by OilCorp.
- (b) A quotation shall not constitute an offer to sell goods to the Customer. No contract for the supply of Goods shall exist between OilCorp and the Customer until a Purchase Order has been accepted by OilCorp (such acceptance of Customer’s orders may be made and communicated by OilCorp in writing or by overt act of acceptance). OilCorp may accept or refuse any order for Goods in its absolute discretion within 5 days of receiving a Purchase Order and may make its acceptance of an order conditional upon it receiving a satisfactory credit assessment of the Customer.
- (c) OilCorp may vary these terms and conditions by notice in writing (‘**Variation Notice**’) to the Customer (which notice may be given via OilCorp’s website). The Customer agrees that Goods delivered and/or ordered after the date of the Variation Notice will be subject to the variation and acceptance of the Goods or the placing of the order shall be deemed to be an acceptance of such varied terms and conditions.
- (d) Should there be any variation to any of the information supplied by the Customer to OilCorp or in the structure or nature of the Customer’s business (such as a conversion to or from a Company or Trust) the Customer shall forthwith notify OilCorp in writing within 28 days of the variation occurring.
- (e) These terms and conditions and all obligations hereunder shall be binding on the Customer’s personal representatives, successors and permitted assigns and shall be for the benefit of OilCorp’s successors and assigns.





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### 4. TERMS OF PAYMENT

Payment Terms are cash on delivery or as determined by OilCorp from time to time, however OilCorp reserves the right to vary the terms of payment at any time during the Term including to require:

- (a) payment in cash in full prior to delivery should the creditworthiness of the Customer at any time become in OilCorp's reasonable opinion unsatisfactory; or
- (b) immediate payment of all outstanding invoices and statements if there is a change in the control of the Customer or if creditworthiness of the Customer at any time become in OilCorp's reasonable opinion unsatisfactory.

### 5. INTEREST ON OVERDUE ACCOUNTS AND STOP SUPPLY

If any payment is not made in full on the due date the Customer will be in default and, without limiting any other rights of OilCorp (including to demand immediate payment), OilCorp may:

- (a) charge the Customer interest on the amount outstanding as compensation for the loss of its funds calculated from the due date of payment until payment is made in full. The rate of interest applicable is 12.5% per annum; and
- (b) stop supply of the goods to Customer until all outstanding amounts have been paid in full.

### 6. TERM OF AGREEMENT

- (a) The Customer and OilCorp agree that this Agreement for the supply of fuel and other products will remain in full force until terminated in accordance with clause 18.

### 7. PRICING

- (a) OilCorp will provide the Customer with price advices daily or on a frequency as otherwise agreed.

### 8. BANK GUARANTEE OR OTHER SECURITY

- (a) The Customer must:
  - i. provide a Bank Guarantee for the Security Amount as determined by OilCorp from time to time and advised to the Customer;
  - ii. Provide the Security Amount by the date specified by OilCorp acting reasonably; and
  - iii. any additional Security Amount required by OilCorp from time to time.
- (b) Without limiting OilCorp's rights, OilCorp may draw down on the Bank Guarantee held by OilCorp (by first providing the Customer 5 days notice of its intention to do so), to compensate itself for:
  - i. (a) any money owing to OilCorp under this Agreement; or
  - ii. (b) any Loss suffered as a result of any other breach of this Agreement.
- (c) On the expiration of this Agreement, OilCorp must within 14 days of expiration, return any Security Amount that it holds to the Customer after the Customer satisfies all of the Customer's obligations under this Agreement.

### 9. PPSA

- (a) In this clause 9, the terms "accession", "account", "amendment demand", "control", "financing change statement", "financing statement", "perfected", "proceeds", "purchase money security interest",

"registration event", "security interest" and "verification statement" have the meanings given to them under the PPSA.

- (b) The Customer acknowledges and agrees that any security interest created by this Agreement, or the transactions contemplated by it:
  - i. extends to, and acts as a security interest in respect of, any:
    - (A) proceeds (including any account) derived from, or from a dealing with, the Goods;
    - (B) accession to the Goods; and
  - ii. continues in any Goods if those Goods become an accession.
- (c) The Customer agrees to do anything which OilCorp may require from time to time to:
  - i. enable OilCorp to register any fully valid and effective financing statement or financing change statement with respect to any security interest over PPS Property created by this Agreement or the transactions contemplated by it; and
  - ii. ensure that any security interest which is purported to be reserved or created by this Agreement, or the transactions contemplated by it, is:
    - (A) a first ranking perfected security interest over all PPS Property;
    - (B) perfected by control to the extent possible under the PPSA; and
    - (C) if applicable, recorded as a purchase money security interest on the PPSR.
- (d) The Customer undertakes and agrees:
  - i. to not, without first giving OilCorp 10 business days written notice, change its name, ABN, address, email address, facsimile number or any other details that have been, or are required to be recorded on the PPSR in connection with any security interest created by this Agreement or any transaction contemplated by it;
  - ii. on demand to pay all costs in connection with:
    - (A) the registration, discharge or amendment of any financing statement or financing charge statement or an amendment demand in relation to;
    - (B) the protection of, or any enforcement action (or attempted enforcement action) undertaken in respect of; or
    - (C) any audit undertaken for the protection of, to determine compliance with or otherwise in relation to, any security interest created by this Agreement or any transaction contemplated by it;
  - iii. that the Goods supplied or to be supplied by OilCorp to the Customer under this Agreement are not intended, and shall not be used, for personal, household or domestic purposes.
- (e) The Customer irrevocably waives its right to receive from OilCorp any verification statement or notice in relation to a

registration event in accordance with section 157(3)(b) of the PPSA.

- (f) Each party agrees that it will not disclose information of the kind referred to in section 275(1) of the PPSA and that this clause constitutes a confidentiality agreement for the purposes of section 275(6)(a) of the PPSA and other provisions of the PPSA. The Customer agrees to waive any right it may have, or but for this clause may have had, under section 275(7)(c) of the PPSA to authorise the disclosure of information of the kind referred to in section 275(1) of the PPSA.
- (g) To the extent permitted by the PPSA, these terms and conditions exclude any provisions of the PPSA which may be excluded in OilCorp's discretion and which would otherwise confer rights on the Customer.
- (h) The Customer further agrees that where OilCorp has rights in addition to those under Part 4 of the PPSA, those rights shall continue to apply.
- (i) For the avoidance of doubt, to the extent allowed at law, these terms regarding the PPSA apply even where the Customer is a consumer.

enable Oilcorp to register any fully valid and effective financing statement or financing charge statement with respect to any security interest over PPS Property created by this Agreement or the transactions contemplated by it; and

#### 10. DEFAULT

- (a) The Customer's right to possession of Goods still owned by OilCorp under these terms and conditions shall cease if:
  - i. the Customer being an individual, commits an act of bankruptcy,
  - ii. the Customer being a company, circumstances arise where a receiver, manager, administrator or controller becomes entitled to take possession of any of its assets, any proceedings are instituted for winding up, or the Customer entering into a Deed of Company Arrangement,
  - iii. the Customer ceasing or threatening to cease conducting business in the normal manner or applying for deregistration or receives a deregistration notice,
  - iv. any cheque the Customer provides to OilCorp, any direct debit, or any Group Company is dishonoured for payment,
  - v. the Customer failing to comply with any demand for payment issued by OilCorp or any Group Company, or
  - vi. the Customer breaching any of the terms and conditions contained herein and/or are in default of any other agreement between OilCorp or any other Group Company and the Customer.
- (b) The Customer expressly and irrevocably agrees that OilCorp is entitled to enter any premises where the Goods supplied by OilCorp are located to repossess, remove and sell such Goods. The Customer (its successors and assigns, including any external manager or administrator) shall not object to OilCorp, or its agents, entering any premises for the purpose of this clause and agrees to indemnify and keep OilCorp indemnified in respect of any claims, actions and costs that

may arise against OilCorp in relation to the removal, repossession and sale of the Goods pursuant to these terms and conditions including any claims brought by third parties.

- (c) The Customer agrees that repossession and retention of the Goods pursuant to the PPSA will only satisfy so much of the monies which may become payable to OilCorp by the Customer, as is equivalent to OilCorp's estimation of the market value of the Goods as it is at the date of repossession and the repossession and retention will immediately extinguish any rights for interest OilCorp has on the value of the Goods recovered.

#### 11. DELIVERY

- (a) Goods will be delivered or deemed to be delivered, when they are delivered to the delivery place nominated by the Customer. If no such address is nominated, then delivery will be deemed to occur at the time when the Goods are ready for collection at OilCorp's premises or when pumped or otherwise removed from OilCorp's storage tank or delivery tanker to the Customer.
- (b) The Customer shall pay to OilCorp transport, packing, crating and delivery charges in accordance with OilCorp's current rates as at the date of dispatch. If there is no current rate, then a reasonable delivery charge to be determined by OilCorp shall be paid by the Customer.
- (c) OilCorp reserves the right to make a reasonable charge for storage if delivery instructions are not provided by the Customer within 14 days of a request by OilCorp for such information.
- (d) The Customer authorises OilCorp to deliver products to the place nominated by the Customer and to leave the Goods or products at such place whether or not any person is present to accept delivery. OilCorp shall not be liable on any basis whatsoever for Loss suffered by the Customer after delivery to the nominated delivery place.
- (e) OilCorp shall not be obliged to obtain a signed receipt or other acknowledgment from any person at the nominated place for delivery but if a signed receipt or other acknowledgment is obtained from someone believed by OilCorp to be authorised by the Customer to sign or otherwise take delivery, then such signed receipt or other acknowledgement shall be conclusive evidence of the Customer's acceptance of the goods delivered.

#### 12. PROPERTY

- (a) Property in the Goods will not pass from OilCorp to the Customer until the Customer has paid for the Goods in full. The Customer will take custody of the Goods as trustee, fiduciary agent and bailee for OilCorp until such time the Customer has paid OilCorp:
  - i. the price for the Goods invoiced; and
  - ii. any other moneys due and payable to OilCorp by the Customer in relation to the Goods.
- (b) Until payment in full, the Customer must:
  - i. not mortgage, charge, pledge or otherwise encumber the Goods; and
  - ii. keep OilCorp's Goods separate from any other goods and properly marked, stored, protected and insured.
- (c) The Customer shall not have the right to resell goods without the express written consent of OilCorp. Where consent is provided to resell goods it must only occur as fiduciary

agent, trustee and bailee for OilCorp by way of bona fide sale at full market value and in the ordinary course of business.

- (d) In the event of the on-sale of the Goods by the Customer, Customer as fiduciary agent and trustee for OilCorp must:
- i. hold all proceeds of sale on trust ('**Proceeds**') for OilCorp and account fully to OilCorp for the Proceeds (unless and until all debts have been discharged) but need not hold on trust any money exceeding the amount of the debts at the time the money is received. Receipt by the Customer of payment in these circumstances shall be treated as conclusive evidence that it has received Proceeds.
  - ii. Customer expressly acknowledges that it is bound by the fiduciary obligation created in the preceding paragraph and acknowledges that:
    - (A) it must place the whole of the Proceeds in an account separate from its own moneys ('the **Proceeds Account**');
    - (B) it must maintain the Proceeds Amount separate from its own moneys at all times;
    - (C) it must maintain proper records for the Proceeds Amount;
    - (D) it must not assign or encumber the Proceeds or do any other act in derogation of OilCorp's legal or beneficial interests; and
    - (E) it must account to OilCorp on demand for all moneys standing to the credit of such account.
- (e) OilCorp may appropriate payments as it thinks fit, notwithstanding any contrary appropriation by the Customer for the purposes of identification of different consignments of goods purchased from OilCorp and receipt of Proceeds, Customer agrees that the principle of "Last In, First Out" shall be applied to any items which cannot be distinguished.
- (f) OilCorp may trace the Proceeds in equity on demand assign to OilCorp all book debts not exceeding the amount of the Debts at the date of demand.

**13. RIGHT OF RE-ENTRY AND RESALE**

OilCorp may at any time and without the need to give notice to the Customer take possession of and resell the Goods which remain the property of OilCorp and for that purpose, the Customer:

- (a) expressly authorises OilCorp to enter any premises where OilCorp's goods may be situated and to use such reasonable means as may be required to enter such premises;
- (b) undertakes to OilCorp to procure the consent of all persons having an interest in the premises where OilCorp's goods may be situated to entry to the premises by OilCorp; and
- (c) indemnifies and will keep indemnified OilCorp from all claims, actions or suits whatsoever arising out of or in connection with or in relation to the entry by OilCorp to any premises where OilCorp's goods may be situated.

**14. RETURN OF GOODS AND CLAIMS UPON OILCORP**

- (a) Unless agreed in writing by OilCorp, OilCorp will not accept the return of Goods. Goods accepted for return by OilCorp may attract a charge to recover restocking or other

necessary charges. The amount of this charge will be determined by OilCorp in its absolute discretion.

- (b) The proof of purchase from the Customer must accompany all Goods returned to OilCorp and must prove that the Goods are those originally supplied by OilCorp.
- (c) All claims for OilCorp's failure to comply with the Customer's order whether due to shortfall, contamination, incorrect delivery or otherwise must be made by giving written notice to OilCorp within fourteen (14) days from the date of delivery. If the Customer fails to provide such notice then the Customer shall be deemed to have accepted the goods.
- (d) These conditions shall not exclude, or limit the application of any provision of any statute including any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void. To the extent permitted by law all conditions, warranties and undertakings are expressly excluded.

**15. WARRANTIES, INDEMNITY AND LIMITATION OF LIABILITY**

- (a) It is acknowledged and agreed by the Customer that the Customer is entering into this Agreement relying on the Customer's own investigations and the Customer's own assessment of the suitability of the goods for the use to which they will be put and, subject to clause 15(b), OilCorp makes no guarantees, warranties or representations in relation to the Goods other than those contained in Agreement.
- (b) Where the law applies guarantees, warranties or conditions to the supply of goods or services under this Agreement and OilCorp is not permitted by law to exclude them, then those guarantees, warranties or conditions shall apply (but are otherwise excluded), provided that OilCorp's liability for breach of them is limited (at OilCorp's option) to:
  - (i) in the case of goods:
    - (A) the replacement of the goods or the supply of equivalent goods; or
    - (B) the payment of the cost of replacing the goods or of acquiring equivalent goods,
  - (ii) in the case of services:
    - (A) the supplying of the services again; or
    - (B) the payment of the cost of having the services supplied again,

where this is permitted by law.

- (c) Where the Customer is required to enter OilCorp's premises, the Customer will be liable for, and will indemnify OilCorp against all Loss arising out of or in connection with:
  - (i) any third party claims;
  - (ii) the supply of Goods or the performance or breach of this Agreement; or
  - (iii) the presence of the Customer or any of its personnel on or about the premises.
- (d) Notwithstanding any provision to the contrary in this Agreement, OilCorp's liability to the Customer arising out of or in connection with this Agreement in tort (including negligence) or under statute or otherwise at law or in equity is limited in the aggregate:

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- (i) to an amount equal to the limit of indemnity which OilCorp is paid or indemnified by an insurer for a particular type of liability under an insurance policy required to be maintained under this Agreement; or
  - (ii) if the liability falls outside the scope of the insurance policies required to be maintained by this Agreement, to an amount equal to 10% of value of the Purchase Order pursuant to which the liability arose.
- (e) Notwithstanding anything to the contrary in this Agreement or any other document, to the extent permitted by law neither OilCorp nor any of its affiliates shall have any liability under or in connection with this Agreement:
- (i) whether for breach of this Agreement, negligence or any other tort, breach of statutory duty or otherwise;
  - (ii) for any delay in the delivery of the Goods; and
  - (iii) for any Consequential Loss whether suffered by the Customer or any third party, and the Customer indemnifies OilCorp (including their employees and agents) in respect of all such losses, costs, damage and expenses.
- (f) The Customer warrants that no directors of the Customer have been involved with any company that has been liquidated or had external administrators appointed.

### 16. INSURANCE

- (a) OilCorp must effect and maintain throughout the Term:
- (i) public and products liability insurance issued on an occurrence basis with a limit of liability of not less than \$20 million for each and every occurrence, unlimited in the annual aggregate; and
  - (ii) other insurance to the extent required by law.
- (b) The Customer must effect and maintain throughout the Term:
- (i) public liability insurance issued on an occurrence basis with a limit of liability of not less than \$20 million for each and every occurrence, unlimited in the annual aggregate;
  - (ii) material damage insurance of OilCorp's plant and equipment (only where the Customer is in control, possession or using OilCorp's plant or equipment) with a limit of liability of not less than the full reinstatement or replacement value of OilCorp's plant and equipment;
  - (iii) motor vehicle third party liability insurance requiring the owners of such motor vehicles to maintain third party liability insurance covering all liabilities in respect of any injury to, or death of, any person or any loss, damage or destruction to any property arising from the use of such motor vehicles with a limit of liability of not less than \$20 million for each occurrence and unlimited in the aggregate.
- (c) The Customer must provide to OilCorp, upon request, copies of each of the policies, and certificates of currency of each of the policies, of insurances required to be maintained pursuant to this clause 16.

### 17. DISPUTE RESOLUTION

If a dispute or difference arises between OilCorp and the Customer under or in connection with this Agreement or the supply of the Goods ('Dispute'):

- (a) either party may give written notice to the other of the nature and particulars of the Dispute ('Dispute Notice');
- (b) if the Dispute cannot be resolved by negotiations between the parties within fourteen (14) days after the giving of the Dispute Notice, either party may commence arbitration or court proceedings in connection with the Dispute;
- (c) if arbitration commences:
  - (A) there must be one arbitrator agreed upon by the parties, or if agreement is not reached then one arbitrator shall be nominated by the President of the Institute of Arbitrators and Mediators Australia;
  - (B) the language of the arbitration must be English;
  - (C) the place of arbitration must be Brisbane, Australia;
- (d) OilCorp may continue to supply the Goods in its absolute discretion despite any Dispute; and
- (e) nothing herein shall prejudice the right of a party to institute proceeding to enforce payment due under this Agreement or to seek injunctive or urgent declaratory relief.

### 18. TERMINATION

- (a) The Customer may terminate this Agreement by providing OilCorp written notice of its intention to terminate the agreement. The Agreement will terminate on the later of
- (A) 30 days after the notice is received by OilCorp; or
  - (B) after all amounts owing to OilCorp have been paid.
- (b) OilCorp may terminate this Agreement for its convenience by providing the Customer with at least 30 days prior written notice.
- (c) In addition to its other rights or remedies, OilCorp may terminate the Agreement by immediate written notice for:
- (i) the Customer's actual breach of any provision of this Agreement and failure to correct such actual or anticipated breach within 14 days; or
  - (ii) any act related to bankruptcy, reorganisation, receivership or insolvency occurring in relation to the Customer.

### 19. GST

- (a) Unless expressly stated to the contrary all amounts expressed in this Agreement are exclusive of GST.
- (b) If a party ('Supplier') is obliged under the GST Law to pay an amount of GST for a taxable supply made by the Supplier to another party ('Recipient') under this agreement, the Recipient must pay the Supplier an amount equal to the GST payable on the supply by the Supplier.
- (c) The Recipient must pay the amount referred to in clause 19(b) and any interest, penalty, fine or expense relating to the GST, in addition to and at the same time as the consideration otherwise payable by the Recipient for the supply.

- (d) If requested by the Recipient, the Supplier must provide the Recipient with a tax invoice on or before payment of the amounts required by this clause 19.
  - (e) If an adjustment event arises for a taxable supply under clause 19(b), the amounts required to be paid must be recalculated ('**Recalculated Amount**') and the Recipient must pay the Supplier the Recalculated Amount.
  - (f) Where a party is required to pay for or reimburse an expense or outgoing of another party, the amount required to be paid or reimbursed is the amount of the expense or outgoing less any input tax credits to which the other party, or the representative member of a GST group to which they belong, is entitled.
- (c) If the liability of a party to pay money under this Agreement becomes merged in any deed, judgment, order or other thing, the party liable must pay interest on the amount owing from time to time under that deed, judgment, order or other thing at the higher of the rate payable under this Agreement and that fixed by or payable under that deed, judgment, order or other thing.
  - (d) Any law which varies prevents or prejudicially affects the exercise by a party of any right, power or remedy conferred on it under this Agreement is excluded to the extent permitted by law.
  - (e) The rights and remedies under this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

**20. ASSIGNMENT AND SUBCONTRACTING**

- (a) The Customer must not assign, transfer or sub-contract the Agreement in whole or in part or any legal or equitable interest in it without the prior written consent of OilCorp which may be refused in its absolute discretion.
  - (b) OilCorp may assign, novate, transfer or otherwise deal with this Agreement without the consent of the Customer.
  - (c) OilCorp may subcontract any part of the supply to a subcontractor without the consent of the Customer.
- (f) If a provision of this Agreement is illegal, invalid, unenforceable or void in a jurisdiction it is severed for that jurisdiction and the remainder of this Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.
  - (g) Each party is responsible for all its own costs incurred in the negotiation and performance of this Agreement including legal costs.

**21. CONFIDENTIALITY**

- (a) The Customer must:
    - (i) keep confidential and not (without the OilCorp's consent) disclose to third parties or use for any purpose any information about the Agreement or the supply of Goods except to the extent:
      - (A) the Customer is required to disclose the information by law;
      - (B) the Customer is required to disclose such information to a relevant stock exchange;
      - (C) the information was already in existence at the time this Agreement was entered into; or
      - (D) such information is already known to the public; and
  - (b) use its best endeavours to ensure that the Customers employees, agents and subcontractors comply with this clause 21 and execute all documents that may be required by the other to protect such confidential information.
- (h) A party's waiver of a right under or relating to this Agreement, whether prospectively or retrospectively, is not effective unless it is in writing and signed by that party. No other act, omission or delay by a party will constitute a waiver of a right.
  - (i) This Agreement may be executed in any number of counterparts each of which will be considered an original but all of which will constitute one and the same instrument. A party who has executed a counterpart of this Agreement may deliver it to, or exchange it with, another party by faxing or emailing a pdf copy of the executed counterpart to that other party.

**22. GOVERNING LAW**

Contracts will be governed by and construed in accordance with the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of or exercising jurisdiction in that State.

**23. OTHER MATTERS**

- (a) The documents comprising this Agreement are the entire agreement between the parties and supersedes all prior agreements, proposals, tenders, communications or representations in relation to the supply of Goods under this Agreement.
- (b) A single or partial exercise or waiver by a party of any right under or relating to this Agreement will not prevent any other exercise of that right or the exercise of any other right.