

General Service Terms and Conditions

1. No Purchase Order will be deemed accepted by Steritech unless and until an authorised representative of Steritech accepts a Purchase Order in writing and all accompanying forms and/or quality management documents provided by Steritech to the User in connection with the Purchase Order have been completed by the User.

2. The User acknowledges and agrees that:

(1) Steritech has no, and will not be deemed to have any, knowledge of the Products; and

(2) a breach of any of the following warranties in this clause could lead to damages to the User and/or Steritech and the User agrees to provide the indemnity to Steritech on account of such damage under clause 11.

The User warrants that:

(3) the Products are not Dangerous Goods, and the Products submitted for processing will not contain any batteries or stored energy devices; and

(4) it will maintain appropriate insurance in respect of the Products on the Steritech sites and will not do anything which might void any insurance policy held by the User or Steritech.

(5) Steritech is not required to insure any of the Products against any risk.

In this clause, Dangerous Goods means any goods, articles or substances which are, or may become, a risk to health, safety, property or the environment and include, without limitation, goods, articles or substances so classified, specified or listed in laws or in any UN classification of dangerous goods or otherwise liable to cause damage to any person or property whatsoever.

3. In consideration of the performance of the Services in accordance with this agreement, Steritech will invoice the User, and the User must pay Steritech the Price specified in the Invoice. The User must pay each invoice in full within Steritech's current debtor Policy which is either

(a) Cash in advance or on delivery under an initial arrangement, or

(b) under the terms as per an approved Steritech Credit account agreement.

4. It shall be noted that if the User does not pay an invoice in full by its due date, Steritech may charge interest on any overdue amount at the rate of 2% above the base lending rate, calculated daily, from the due date until the date of payment.

5. It shall be noted that if the User does not pay an amount due under this agreement for more than 30 days after its due date, Steritech may immediately suspend the provision of some or all of the Services to the User until the User pays all outstanding amounts and the User agrees to reimburse Steritech for any costs incurred in connection with attempts to collect any overdue accounts, without prejudice to any other remedy that Steritech may have in relation to this agreement.

6. It shall be noted that if there is any delay or failure by the User in performing their obligations under this agreement, the User must pay any additional cost incurred by Steritech because of any delay or failure by the User in performing those obligations.

7. It shall be noted that the Products will be held by Steritech and will remain in Steritech's possession and control subject to a particular lien for all moneys due to Steritech under this agreement relating to the services, including all fees and other proper charges or expenses incurred by Steritech in connection with or, as a result of the Services for the Products. If any of the terms of this agreement are or contain a security interest under the Personal Property Securities Act 2009 (Cth) if requested the User must do all things and provide all information necessary to enable Steritech to perfect its security interest in the Products and complete any financing statement.

8. It shall be noted that Steritech must not attempt to sell, rent or dispose of the User's Products or any property contained therein, unless the outlined in clause 1.71 remains unsatisfied within three (3) months from the date on which Steritech has given notice to the User of the exercise of its possession rights under the lien. In such case the Products may, at Steritech's discretion, be sold by public auction or private treaty and the proceeds of sale applied in or towards the satisfaction of every such lien and all proper charges and expenses in relation thereto (including the expenses of the sale) and Steritech shall account to the User for any surplus proceeds of sale and without any further liability to any person for any loss or damage thereby caused.

9. Limitation of Liability: A. If a supply under this agreement is a supply of goods or services to a 'consumer' within the meaning of the Australian Consumer Law (ACL) (contained in Schedule 2 to the Competition and Consumer Act 2010 (Cth) and any equivalent law), nothing contained in this agreement excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law (or any other law), the exclusion, restriction or modification of which would contravene that law or cause any term of this agreement to be void (Non excludable Obligations). B. In the case of any services supplied by Steritech to a User who is a 'consumer' within the meaning of the ACL, if the services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, and unless User establishes that reliance on this provision would not be fair and reasonable, the liability for breach of a Non-excludable Obligation is limited to any one of the following as determined by Steritech:

(a) the supplying of the services again; or

(b) the payment of the cost of having the services supplied again. Except in relation to the Non-excludable Obligations, the User agrees that this clause 9 sets out the entire liability of Steritech in respect of its liability under the ACL or otherwise and to the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms implied or conferred by statute, custom, or the general law that impose any liability or obligation on Steritech are expressly excluded under this agreement.

(c). Notwithstanding anything contained in this agreement, Steritech's liability for any claim loss, damage, or injury (including consequential loss) in relation to this agreement, the Products or the Services is limited to a sum equal to the aggregate Price paid by the User for the Services provided in respect of Products in the relevant Purchase order and corresponding invoice issued for the particular Services that gave rise to such Claim.

(d). Except in relation to the Non-excludable Obligations: • Steritech's liability to the User (whether based in contract, tort (including negligence), statute or otherwise) will be reduced to the extent that the User has not taken reasonable steps to mitigate or avoid the loss or liability flowing from the event giving rise to Steritech's liability to the User; and • Steritech excludes liability to the User for any special or consequential loss (including without limitation, economic loss, loss of contract, loss of profit or revenue, loss of opportunity, loss of production, production stoppage or loss of data).

10. Except in relation to the Non-excludable Obligations and to the extent permitted by law, if there is any damage to, or loss of, the Products or any part of the Products, no Claim for the loss or damage may be made and Steritech shall have no Liability to the User, in respect of such loss or damage unless:

(a) notice of the Claim is given to Steritech in writing within 2 days after the delivery of the Products was effected or, in the case of non-delivery within 7 days of the anticipated date of delivery; and

(b) legal proceedings in respect of the Claim are instituted within 6 months from the delivery of the Products or, in the case of non-delivery, within 6 months from the date which, in the ordinary course of business, delivery would have been effected. Time is of the essence in relation to all time periods in this clause 1.74. The failure to notify a Claim within a time set out under clause 1.74 is evidence of satisfactory performance by Steritech of its obligations.

11. The User shall indemnify Steritech, its officers and employees and hold them harmless against any and all actions, claims, judgements and demands (Claims) and losses, damages, reasonable costs, fines, expenses, interest, penalties, liabilities, and obligations of whatsoever kind (Liabilities), resulting from, relating to or connected with:

(1) any loss or damage to any property or personal injury or death to any person directly or indirectly caused by or relating to the User's Product

(2) the physical effects from our services provided in accordance with this agreement;

(3) any act or omission of the User or its agents, officers or employees, including any breach of this agreement or breach of any warranty given by the User in clauses 2;

(4) any act or omission of, or any costs, charges or fees incurred by Steritech and levied by, a government authority to the extent that the exercise of the powers is related to the Products and/or Services;

(5) information, data or material supplied to Steritech by the User (including the provision of misleading, inaccurate or incomplete information) or the failure to provide information reasonably requested by Steritech in a timely manner;

(6) any delay in delivery, missed delivery or prevention of delivery of the Products or other failure to supply the Services caused or contributed to by the User, including the User's failure to take delivery of the Products, including but not limited to costs associated with delivery, storage and insurance of the Products or any other costs incurred related to delayed delivery or pick up of the Products or while making further attempts to deliver the Products; or

(7) any accident including any unintended, unforeseen happening, incident, or mishap which is neither expected nor designed by Steritech, except to the extent such Claims or Liabilities are directly caused by Steritech's gross negligence.

12. This agreement will expire three years after the date of this agreement, unless terminated earlier under clause 13. This agreement constitutes the entire agreement between the parties in connection with its subject matter and shall supersede any previous agreement between the User and Steritech in connection with the subject matter of this agreement. Any term by its nature intended to survive termination of this agreement survives termination of this agreement.

13. Steritech may terminate this agreement with immediate effect by giving the User notice if:

(a) the User breaches a term of this agreement and fails to remedy the breach within 30 days after receiving notice requiring it to do so;

(b) the User breaches a material provision of this agreement, and the breach is not capable of remedy;

(c) there is any change in the direct or indirect beneficial ownership or control of the User;

(d) an Insolvency Event occurs in relation to the User and Steritech forms the opinion (at any time after the occurrence of the Insolvency Event) that it will not receive all money then owing to it from the User or payments to it for the Services may be void or voidable for any reason, including, but not limited to, claims under laws relating to liquidation, administration, insolvency or protection of creditors.

On termination or expiry of this agreement:

(a) the User must at its sole cost promptly deliver to Steritech or permanently delete or destroy, as Steritech directs, all confidential information of Steritech in its possession or control;

(b) all unfulfilled Purchase Orders are terminated;

(c) the User must make payment to Steritech for all Services provided to the User before the date of termination or expiration; and (

d) each party retains its rights under this agreement and at law in respect of any breach of this agreement by the other party.

14. In clause 13., Insolvency Event means the happening of any of these events:

(a) if the User is a partnership, a step is taken to dissolve the partnership or a partner dies;

(b) the User stops carrying on business or disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;

(c) the User cannot pay its debts as they become due;

(d) a step is taken to enter into an arrangement between the User and its creditors;

(e) an order is made for the User to be wound up or a step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any part of the User's assets or business.

15. If Steritech is wholly or partially unable to provide the Services because of a Force Majeure Event then:

(a) as soon as reasonably practicable after the Force Majeure Event arises, Steritech must give the User notice of the extent to which Steritech is unable to provide the Services;

(b) Steritech's obligation to provide the Services is suspended for the duration of the delay arising out of the Force Majeure Event; and

(c) any suspension of the Services as a result of the Force Majeure Event does not constitute a breach of this agreement by Steritech and Steritech will not be liable for any failure to fulfil any term of this agreement where that fulfilment is delayed, prevented, restricted or interfered with arising out of the Force Majeure Event. In this clause, 'Force Majeure Event' means any act, event or cause as a direct or indirect result of which, the party relying upon it is prevented from or delayed in performing any of its obligations under this agreement and that is beyond the reasonable control of that party and includes any fire, storm, flood, earthquake, lightning, explosion, road or closures, war, terrorism, labour dispute, weather conditions, traffic restrictions or other restrictions imposed by any governmental agency and fuel shortage.

16. Any charges payable to Steritech under this agreement do not include any amount on account of any Tax payable by Steritech. If any supply made under this agreement is subject to Tax, the User must pay Steritech the price (or other charges) plus the Tax payable by Steritech, at the same time when it must pay the price (or other charges). In this clause, Tax means any tax (including any GST), withholding tax, duties, levies, charges, fees and other imposts of any kind (including any fine or penalty in connection with those items) levied, assessed, charged or collected in connection with this agreement or the performance of Services under this agreement, but does not include any income or capital gains tax.

17. If any provision or part of a provision of this agreement is held to be illegal, unenforceable or otherwise invalid, that provision or part will be deemed to be severed from this agreement and the remainder of this agreement will continue in effect.

18. This agreement is governed by and will be construed in accordance with the laws of the Australian state or territory of the location specified in the "Site of treatment" section on the relevant service request and the parties agree to submit to the jurisdiction of the courts in the same Australian state or territory.

19. This agreement may be executed in counterparts. All executed counterparts constitute one document.

20. The User may only assign this agreement or a right under this agreement with the prior written consent of Steritech.