

All parties concur that the terms and conditions which follow that pertain to the supplying of Repairs, Service and Supplies will have significance over any others and represent an integral element of their legal agreement.

Pumpteq Services Pty Limited (henceforth described as "Pumpteq") hereby offers notification of its' objection to and rejection of any alternative and / or contradictory terms and conditions and terms which might be included in the Purchaser's terms and conditions, and the Purchaser agrees to recognize Pumpteq's terms and condition included herein.

1. GENERAL

- 1.1. This Contract will be composed of the terms that follow, along with the conditions and terms that are presented in Pumpteq's written quotation (the "Quotation") or proposal, encompassing any drawings, specifications or documents incorporated by reference therein, and any extra or differing terms articulated in the Purchaser's buying order (the "Purchase Order") which are agreed in writing by Pumpteq, that cumulatively shall represent the complete contract between all parties, providing, though, that the terms pre-printed on the invoice or purchase order of the Purchaser will not be applicable and Pumpteq provides notification of rejection of these terms.
- 1.2. This Contract will be regarded as binding following receipt of the written acceptance from Pumpteq detailing its' order acknowledgment (confirmation of order). Any tender stipulating a period of acceptance is not enforceable.
- 1.3. The Purchaser shall in due time, prior to placing order for spare parts, inform Pumpteq to the regulations and standards in force at the country of destination concerning the Supplies, Services, Operation, prevention of illness and accidents. Safety devices shall be supplied to the extent as having been expressly agreed upon in writing.
- 1.4. Each agreement and relevant legal declarations from the parties involved in this Contract have to be made in writing for them to be recognized.

2. THE PURCHASER'S OBLIGATIONS

- 2.1. The Purchaser will, in reasonable time, before making an order, inform Pumpteq about the standards and regulations relevant to the destination country regarding the Services, Supplies, accidents, prevention of sickness and operation. Safety gadgets will be provided in the quantities previously decided on in writing.
- 2.2. Labor carried out by the Purchaser

Wherever demanded by the Contract, or wherever agreed upon subsequently between the Purchaser and Pumpteq, the Purchaser will offer, at his own cost, unskilled and skilled labor in sufficient quantity and competent enough to carry out the appropriate, designated work. This labor force will feature a minimum of one foreman who speaks the English language fluently.

The Purchaser will obtain and sustain an appropriate employer and Workman's liability insurance as demanded by the relevant laws for any work offered by him as part of this agreement.

The unskilled and skilled labor offered by the Purchaser will stay under the Purchaser's control but will work to the instructions and orders of the Supervisors of Pumpteq. Pumpteq will not have liability for any omission, negligence or act of this labor, apart from when such an omission or act results from any negligence on the part of the Supervisors of Pumpteq (always subject to the Overall Liability Limitations clause included within this agreement).

The Purchaser will designate an individual to be their representative for the Contract's purposes and will inform Pumpteq in writing of this appointment. This individual will have complete authorization to act on the Purchaser's behalf for the Contract's purposes.

- 2.3. Facilities offered by Purchaser

The Purchaser will offer the facilities below at his own cost:

- (a) Sufficiently equipped and furnished living quarters for the Supervisors use during their time at the site along with other required expenses and subsistence for them;
- (b) Transport between the site and the area of departure and arrival for the Supervisors and for transport between site and accommodation;

- (c) All equipment and tools to carry out the Services encompassing, but not restricted to, heavy tools, hand tools, lifting equipment, any special tools, scaffolding, cranes, welding sets and lighting. All these equipment and tools will be kept in a suitable and safe state by the Purchaser and, when necessary, be completely tested;
- (d) All site protection, security, observing along with carrying out the appropriate maintenance and operation of every safety system, equipment and procedure;
- (e) Every suitable consumable necessary for the Services encompassing, but not restricted to, gas, heating, electricity, lubrication materials, fuel and other assorted items;
- (f) Appropriate fasten-able storage, protection and security for all equipment and materials;
- (g) The provision of invitation letters to allow Pumpteq to obtain any Visa's required.

2.4. The Purchaser will be accountable for any damage to or loss of plants, tools, equipment and the consumables and Materials placed or stored on site. The Purchaser will obtain and sustain an appropriate insurance policy to allow for every risk.

3. PAYMENT AND PRICES

- 3.1. Unless agreed otherwise within the Quote, the prices exclude packing and are ex-works factory. The prices quoted do not include any specific material certificates or tests unless stated otherwise. The delivery time might alter, contingent upon the kinds of special material certificates and tests needed. Field Services will be offered at Pumpteq's normal prices as per the current Field Service rate Schedule. All other expenses, encompassing storage packing, insurance, freight, customs duties, export / import fees, taxes, or any other expense not detailed within the Contract, will be reimbursed or paid by the Purchaser unless stated separately in the Quote and mentioned in the quoted price.
- 3.2. Payment will be made within thirty days (30) of the Pumpteq's invoice date in the currency quoted unless agreed otherwise. Pumpteq will be permitted to issue the Contract price for this invoice for Supplies on earlier shipments, or notify the Purchaser that Pumpteq is ready for services, and to ship, after completion.
- 3.3. Payment will not be withheld or off set due to any counter disputes, unless these counter disputes have been accepted in writing by Pumpteq.
- 3.4. Pumpteq has the right to suspend work and / or deliveries should there be any default in any of the Purchaser's payments.
- 3.5. Should there be any corrections required to our selling prices, resulting from current price fluctuations on the market for raw materials, Pumpteq has the right to adjust its' prices in line with this, even during the Quotation's period of validity.
- 3.6. Pumpteq has the right to alter the prices they have quoted in line with the up to date currency exchange rates when Pumpteq receives the invoicing / order.

4. INSPECTION AND ACCEPTANCE

- 4.1. All Supplies and / or equipment will get finally examined and accepted by the Purchaser within 7 (seven) business days following delivery or a different time period stated within the Contract. The Purchaser will claim for everything required (including shortages claims), apart from claims accounted for within the warranty stipulation present herein, within this seven (7) day period in writing or the claims are forfeited.
- 4.2. Services will be recognized following completion. Purchaser will not contest this recognition.
- 4.3. Purchaser can reject the Supplies and / or equipment solely for defects which significantly hinder its' value, and Purchaser's solution for smaller defects will follow Section Ten, Warranty. Should tests be carried out by the Purchaser to prove the equipment's ability to function under the conditions of the Contract and to satisfy the Section Ten warranties, Purchaser is to carry out all preparations at their own expense relating to these tests. Pumpteq maintains the right to representation at these tests at its' own expense and the right to direct the equipment's operation technically throughout these tests, including the right to a preparatory run for adjusting.

5. PERIODS OF DELIVERY, LATE DELIVERIES

- 5.1. The period of delivery is decided via discussions between the relevant parties on the contract. Co-operation forthwith by Pumpteq presupposes that the relevant parties have understood every technical and commercial matter and that the Purchaser has satisfied all of his obligations, for example, the payment of a deposit or acquiring the necessary official approvals or certificates. Should this not be the case, the period of delivery is appropriately extended. This will not apply should Pumpteq have caused the delay.

- 5.2. The acknowledged delivery conditions will relate to the INCOTERMS 2000. Should no specific delivery conditions be agreed, delivery will be provided ex-works factory.
- 5.3. When repairs are required, all dates provided for the finishing of repairs and / or replacement pieces are only approximate and not enforceable on Pumpteq. Pumpteq undertakes to do their best to adhere to the agreed dates of delivery but, under no circumstances, will delayed delivery allow the Purchaser to claim any damages or to alter or reject any order.
- 5.4. With regards to Services, Purchaser is familiar with the fact that the time necessary to deliver the Services might vary, contingent upon unpredictable or unknown factors. Pumpteq will do its' utmost to complete the requested services. Nonetheless, should this not be possible because of reasons outside of the control of Pumpteq, Pumpteq will not be responsible for the delays.
- 5.5. Delivery period compliance is dependent on punctual and correct deliveries from outside sources. Pumpteq will inform of any possible delays promptly.
- 5.6. The period of delivery is regarded as adhered to once Supplies have departed from Pumpteq's works or preparedness for shipment has been communicated before the expiry thereof. Should acceptance be demanded, the date of acceptance, or communicating the preparedness for acceptance as an alternative, is decisive apart from when there is a legitimate rejection.
- 5.7. Pumpteq will not be responsible for any loss, non-performance, delay or damage resulting from riots, war, flood, fire, striking or other labor difficulties, government interventions, actions from the Purchaser or its' Purchaser, acts of God, transport delays, inability to access the required materials or labor from normal sources, or other factors outside Pumpteq's reasonable control. Should performance be delayed because of any such cause, the delivery dates or times for completion will be amended to mirror the amount of time lost from such delays. Pumpteq will not be responsible for any damage or loss to the Purchaser arising from any delivery delays.

6. RISK OF DAMAGE OR LOSS AND TRANSFERENCE OF TITLE

- 6.1. Once Pumpteq has payment in full as detailed by the Contract, the Purchasers will have the Title to the Supplies transferred to them.
- 6.2. The complete risk of damage or loss (including transport losses and delays) will be transferred to the Purchaser once the Supplies have left the facility at Pumpteq, or once Pumpteq has communicated their preparedness for dispatch, whichever happens sooner.
- 6.3. Should Pumpteq have carried out the installation, the site of installation is regarded as the delivery location only relating to our obligations for installation.

7. RIGHTS TO INTELLECTUAL PROPERTY

- 7.1. Pumpteq will stay the holder of all intellectual property relating to the expertise utilized for the delivery of their Service and / or Supplies. The Purchaser will not be permitted to gain access to Pumpteq's confidential information and the relevant documentation, unless such information and documentation is required by the Purchaser to use the Services delivered and / or the Supplies provided via this Contract. In such an instance, the Purchaser will use Pumpteq's documents solely for operating the serviced goods and will ensure they are kept strictly private and will not utilize them in any other way encompassing, but not restricted to, services delivered by Pumpteq's competitors.
- 7.2. Pumpteq commits to keeping the private information and documents acquired from the Purchaser for the deliverance of Services totally confidential and not to utilize them for any other reason than to fulfill the contract of Service. Nonetheless, this information and documentation will be made accessible to Pumpteq employees or their partners if Pumpteq are involved in delivering the Services.
- 7.3. Pumpteq guarantees that the Services carried out, unless executed and designed to conform with Purchaser specifications, documents, information or drawings, will not infringe any patents, copyrights, trademarks or industrial designs. Purchaser will indemnify Pumpteq for all claims or actions taken against Pumpteq connected to any claim founded on any drawings, specifications, information or documents etc presented by the Purchaser. In instances of third party rights infringement via drawings, information or documents provided by Pumpteq, Pumpteq will either perform, at their (Pumpteq's) discretion, whichever actions are required to ensure non-infringing services, or offer a license to the Purchaser, permitting the Purchaser to utilize the provided services as detailed.

- 7.4. Pumpteq warrants that the equipment and any component part thereof, in the particular form sold by Pumpteq, shall not infringe any intellectual property rights of third parties.
- 7.5. In the event of any patent infringement relating to the aforesaid equipment, Pumpteq in its sole discretion, procure the right to use the equipment without impairing its suitability or modify or replace it so that it is rendered non-infringing. The obligations of Pumpteq set forth are contingent upon:
- a) Pumpteq receive prompt written notice from Buyer of such infringement;
 - b) Receive assistance from the Purchaser in defense;
 - c) The right of Pumpteq to settle or defend.
- 7.6. The preceding paragraph shall not apply to any equipment or component art manufactured according to the Purchaser's design, or the use of any equipment or component part sold hereunder in conjunction with any other product in a combination not furnished by Pumpteq as part of this agreement. As to any such equipment, component part or use in such combination, Pumpteq assumes no liability whatsoever for infringement of intellectual property rights of third parties and Purchase shall indemnify Pumpteq against respective infringement claims.
- 7.7. All designs undertaken, drawings, cost estimates, information of a tangible and intangible nature (including software) supplied by Pumpteq in the course of fulfilling its obligations hereunder shall remain the exclusive property of Pumpteq and may be used by the Purchaser only for the purposes for completing, maintaining, adjusting and repairing the work. Drawings or information supplied by Pumpteq shall not without consent by used, copied or communicated in whole or in part to a third party by the Purchaser for any purposes whatsoever otherwise agreed than as agreed in writing with Pumpteq.

8. CHANGES IN A COUNTRY'S CIRCUMSTANCES

- 8.1. If, following the signing of the Contract and, as a consequence of changing circumstances of the End User's and / or Purchaser's country and / or alterations in the country's regulations of Supplies either:
- a) Pumpteq do not acquire the appropriate exporting license;
 - b) Some or all of Pumpteq's insurance policies become void or have extra limitations applied to them and as long as sufficient insurance cover can not be acquired from any other source.
- 8.2. Then, Pumpteq is relieved henceforth of its' further commitments under this Contract and, in such an instance, Pumpteq will not have breached any of its' obligations hereunder and this Contract will be ended as if the Contract had been ended for the Purchaser's convenience.

9. TERMINATING THE CONTRACT

Terminating with Cause

- 9.1. Should Pumpteq default, Purchaser will be permitted to terminate the Service Contract, providing:
- a) The default by Pumpteq is material;
 - b) Purchaser has duly informed Pumpteq of said default in writing and Pumpteq has been provided with a realistic time-frame, to be decided between the parties, to address the default.
- 9.2. Should any of the delivered Services have been accepted or can be utilized by the Purchaser; Pumpteq will be permitted to receive payment for the relevant parts. Should the parties be unable to agree on the value of these services, an impartial expert, to be assigned by each party, will decide the price, and each party will recognize this value. To determine the price, Pumpteq's expenses relating to the partially delivered Services and the value of the said partially delivered Services to the Purchaser will be considered on a true and fair basis. Should the Purchaser not recognize any aspect of the Services, the Purchaser will, at Pumpteq's cost, give back to Pumpteq any intangible and tangible goods previously delivered, and Pumpteq will refund the received purchase price. Pumpteq will not be liable for any extra payments.

Terminating as a Convenience

- 9.3. Purchaser will be able to end the Contract entirely or partially, upon 15 (fifteen) business days advanced notice in writing to Pumpteq, whenever it believes such an action will be beneficial, and Pumpteq will therewith cease all work relevant to this Contract, unless advised otherwise by the Purchaser.
- 9.4. Should the Purchaser cancel the Contract, Purchaser will pay Pumpteq:

- a) The unit price agreed for the work delivered and completed;
- b) The expenses and costs Pumpteq has incurred directly related to the Services or work carried out as well as that in (a) above as per the Contract before the cancellation date;
- c) Plus 10% (Ten percent) on the expenses and costs mentioned in (b) above; and any other expenses and costs, such as charges for cancellation under sub-contracts, because Pumpteq might incur these in the event of such a termination or cancellation.

9.5. Providing, however, that the total amount of these payments will not surpass the total price of the Contract under any circumstances.

10. WARRANTY, DEFECT LIABILITY

10.1. Pumpteq guarantees that the Services or Supplies provided will be of the quality and type as detailed within the Contract and will implement all reasonable care and skill in the carrying out of these Services.

10.2. The guarantee period will be 12 (twelve) months. It begins once the Supplies have left the works, or should Pumpteq undertake the erection, the supervising of erection and / or the payment, following the final delivery of Pumpteq's work. Should erection, dispatches, erection supervision or payment be delayed because of factors outside of Pumpteq's control, the guarantee period will not finish later than 18 (eighteen) months following notice that the Supplies are prepared for dispatching. The Purchaser will allow complimentary access to all Supplies and ensure that the Supplies are available for correcting. Under no circumstances will Pumpteq be liable for offering access to any defective part(s), or shoulder any removal, re-installation or dis-assembly costs for the components or Supplies thereof.

10.3. For the parts of the Services and / or Supplies which have been repaired or replaced under the guarantee, the guarantee period will begin once more and last for a period not exceeding 6 (six) months following completion or replacement of the replacement or repair, in any instance not greater than a 12 (twelve) month period determined from the guarantee period's end as mentioned above.

10.4. The guarantee included in this segment will end instantly should the defects or faults mentioned herein result from factors outside of Pumpteq's control, which can encompass (but are not restricted to): the improper start-up or use by the Purchaser or 3rd parties, failure to do correct maintenance, expected wear and tear, negligent or improper handling, any errors made by the Purchaser's staff (as long as this is not because of an error made by any Pumpteq Supervisors), incorrect service replacement or products, the Purchaser or a 3rd party carries out improper or inappropriate repairs or modification, or should the Purchaser, in the event of a defect, not instantly implement all necessary steps to limit damage and inform Pumpteq in writing of its' commitments to cure such defect(s).

10.5. Exempt from Pumpteq's guarantee and defect liability are all defects that are not able to be proven to originate in sub-standard material, poor design, shoddy workmanship of the Services or Supplies, for example, defects arising from standard wear and tear, incorrect maintenance, failure to adhere to the instructions for operation or defects arising from other factors outside of the control of Pumpteq. Pumpteq expressly does not include any guarantee for corrosion, cavitation and erosion.

10.6. The correcting of non-conformity in the style and for the length of time offered within the contract's Warranty clause will be considered to be fulfillment of all of Pumpteq's liabilities to the Purchaser (these liabilities will be based on the Overall Limitations of Liability included within this Contract), whether founded on negligence, contract, or otherwise, relating to the Services.

10.7. Pumpteq offers no further representation or guarantee to the Supplies apart from what is detailed in this segment. Every other warranty, explicit or implicit, encompassing but not restricted to the suggested merchantability warranties and suitability for a specific purpose, are henceforth rejected.

10.8. Pumpteq will not offer any guarantee of performance for the Services delivered apart from what is mutually accepted within a document that both parties have signed, said document will articulate the guarantee's details, incorporating a performance description, and a test of performance or period of time during which the performance is guaranteed.

11. CLAIMS FOR WARRANTY

11.1. Warranty from Pumpteq will be subject to the following:

- a) Adherence by Purchaser's staff to Pumpteq's maintenance and operational advice;
- b) Purchaser's staff maintaining up-to-date records of every maintenance routine they perform;

- c) Usage of Pumpteq brand wear parts and spare parts or of spare parts that are Pumpteq approved;
- d) Should a warranty claim arise, the Purchaser has to offer an in-depth account of the measured parameters for pump operation on a frequent basis. These ought to encompass, but are not restricted to: flow, pressures, vibrations, temperatures (bearings and product), etc.
- e) Should a warranty claim arise, work on the unit should immediately cease;
- f) Without approval from Pumpteq involving an engineer from Pumpteq being present, should the possible claim for warranty not be substantiated, the Purchaser will be billed for the services of Pumpteq's engineer's at the current market rates;
- g) Purchaser is willing to store a large enough quantity of wear parts and spare parts when the plant is started up.

12. CERTIFICATES AND ASSESSMENT OF RISK, ASSESSMENT OF RISK FOR THE ENTIRE SYSTEM

- 12.1. To satisfy the legal demands, it might be required to carry out an assessment of risk prior to the commencement of the work. Responsibility for this activity, legally, rests with the Purchaser.
- 12.2. Delivery from Pumpteq does not encompass the production of an assessment of risk for the current installation or modifications necessary for adherence to the relevant law or directive, or for the issuing of the relevant conformity or conformity plan certificates.

13. RESTRICTIONS OF LIABILITY OVERALL

- 13.1. In spite of any contrary clauses within this Contract, encompassing all documentation forming part thereof and to the fullest extent allowed legally, Pumpteq will in no way be liable to the Purchaser for any punitive, indirect, incidental, consequential or special damages or for any economic or financial loss connected to this Contract, encompassing, but not restricted to, production interruptions, loss of profit, loss of business or opportunity, all and any expenses regarding delays, or claims by Customers of the Purchaser for said damages, regardless of whether this liability is founded on tort (including negligence), statute, Contract or any other legal liability principle.
- 13.2. The Purchaser remedies detailed here are exclusive and the liability of Pumpteq regarding any indemnity, tort (including negligence), Contract, under strict liability, any warranty or otherwise will not be greater than the price of the Contract, unless any claims are based on the willful misconduct or the gross negligence of Pumpteq.
- 13.3. All said liability will terminate following the warranty period's expiration, if not terminated sooner.

14. INDEMNITY

- 14.1. Subject to Section Ten of this agreement relating to liability limitation, Pumpteq will hold harmless and indemnify the Purchaser from damages to tangible, 3rd party property, and from bodily injuries (including death) or both arising from this Contract's performance during instances when said injuries or damages are the result of the willful misconduct or negligence of Pumpteq. Any claims of indemnity or contribution between the Purchaser and Pumpteq will be settled by determining the percentage of negligence for each party, after resolving the claim of the 3rd party upon which this liability is founded. Every part will acknowledge is sole negligence.

15. CONFIDENTIALITY AND PUBLICATION

Confidentiality

- 15.1. The Purchaser and Pumpteq agree to the following:
 - a) To hold in strict confidence all Confidential Information; Not to disclose or permit or cause the Confidential Information to be disclosed to any person other than any of its Personnel who require the Confidential Information for the purposes of the Contract and except solely to the extent necessary for the performance of the Contract, not to make use of the Confidential Information (including duplicating, reproducing, distributing, disseminating or directly or indirectly deriving information from the Confidential Information), unless the Recipient has obtained the prior written consent of the Discloser to do so (which consent may be withheld by the Discloser in its discretion or given on such items as it sees fit).
 - b) Clause 15.1 (a) does not apply to:
 - a. Information after it becomes generally available to the public other than as a result of the breach of this clause 15; or

- b. The disclosure of information in order to comply with any applicable Law or legally binding order of any court, Government Agency or recognized stock exchange, provided that priori to such disclosure the Purchaser gives notice to Pumpteq with full particulars of the proposed disclosure.
- c) If the Purchaser discloses the Confidential Information to its Personnel in accordance with clause 15.1 (a) or with the consent of Pumpteq, it must at its own expense ensure at all times that the person to whom the Confidential Information is disclosed does not disclose the information except in accordance with this clause 15.
- d) A breach of any of the conditions contained in a consent granted pursuant to clause 15.1 (a) is deemed to be a breach of the Contract.
- e) The obligations in this clause 15 are in addition to and do not diminish the obligations of the Purchaser in respect of secret and confidential information at common law or under statute or trade or professional custom or use.
- f) If requested by Pumpteq, whether prior to or after the expiry or earlier termination of the Contract, the Purchaser must promptly:
 - a. Deliver to Pumpteq all Confidential Information in the custody, possession or control of the Purchaser or any of its personnel; or
 - b. Destroy and certify in writing to Pumpteq the destruction of all Confidential Information in the custody, possession or control of Pumpteq or any of its personnel.
- g) This clause 15 survives the expiry or termination of the Contract.

Publication

- 15.2. Pumpteq may make a media release, public announcement or public disclosure announcing contracts and Purchaser details, without prior consent of the Purchaser, provided that no comparison is made with other organization and the appropriate Trade Marks are included in the announcement.
- 15.3. The Purchaser hereby grants to Pumpteq the non-exclusive right to use the Trade Marks for the purposes of any media release, public announcement or public disclosure made in full compliance with this condition.
- 15.4. This condition shall survive termination however arising.

16. ARBITRATION AND LAW

- 16.1. In instances of Repairs and / or Supplies carried out at Pumpteq's work, the Contract will be determined by and interpreted based on the UN International Trade Laws Commission (UNCITRAL).
- 16.2. In instances of Services carried out on the premises of the Purchaser, the Contract will be determined by and interpreted based on local laws.
- 16.3. Any claims resulting from or connected to the Contract will be amicably settled. Should an amicable settlement not be possible, any claims connected to the Contract will be settled finally by 3 arbitrators via the Arbitration Rules of the International Chamber of Commerce. All parties will assign 1 arbitrator, and the 2 arbitrators will assign the Chairman. The location for arbitration will be at a local jurisdiction. The arbitration hearing will be conducted in the English language.