



TERMS AND CONDITIONS SALES PROCEDURE

All goods sold by Babylon Operations Pty Ltd ACN 617 350 731 ("**BABYLON**") to any third party ("**Buyer**") are sold on the following terms and conditions, subject only to any written agreement of the parties to the contrary ("**Contract**"). For the avoidance of doubt, in these Terms & Conditions of Sale "**good**" includes any "accession" within the meaning of the Personal Property Securities Act 2009 (Cth) ("**PPSA**").

1. BUYER'S ACCEPTANCE OF TERMS

The Buyer may accept these terms and conditions in writing or by any conduct. Without limiting the effect of this clause, the Buyer is taken to accept these terms and conditions if the Buyer:

- (a) orders goods from BABYLON (whether in writing, electronically, or verbally); or
- (b) accepts delivery of goods from BABYLON.

2. AGREEMENT TO SELL / PURCHASE GOODS


- 2.1. If BABYLON offers to sell goods to the Buyer (whether by providing a written quotation or otherwise), the Buyer may accept the offer in writing or by any conduct. Without limiting this clause's effect, the Buyer is deemed to accept BABYLON's offer by conduct if the Buyer collects, accepts delivery of, or otherwise takes possession of the goods or pays for the goods.
- 2.2. If the Buyer offers to purchase goods from BABYLON (whether by placing an order for goods with BABYLON or otherwise), BABYLON may accept the offer in writing or by any overt act of acceptance including, without limitation, by supplying the goods to the Buyer in accordance with the offer.

3. PRICE

- 3.1. All purchase prices published or quoted by BABYLON are exclusive of GST (unless BABYLON advises the Buyer otherwise). The GST exclusive purchase price payable by the Buyer to BABYLON for the sale of goods is increased by the amount of GST payable by BABYLON for the supply of the goods to the Buyer. BABYLON may charge to the Buyer the purchase price plus GST by way of tax invoice.
- 3.2. Unless otherwise stated, all prices for goods published or quoted by BABYLON are exclusive of freight and delivery costs, insurance and other charges in relation to the transfer of the product from the premises of BABYLON to the location that the Buyer designates for delivery, all of which charges are payable by the Buyer.

4. TERMS OF PAYMENT

- 4.1. Subject to this clause, the Buyer must pay to BABYLON the full purchase price for the goods on or before delivery of the goods to the Buyer. BABYLON is not required to deliver any goods to the Buyer unless and until the Buyer has paid for the goods in full.
- 4.2. The Buyer may apply to purchase goods from BABYLON on credit, which application BABYLON may (in its absolute discretion and on such terms as it thinks fit) approve. If BABYLON agrees to sell goods to the Buyer on credit, the Buyer must pay to BABYLON the full purchase price for those goods within 30 days from the date on which the goods are delivered to the Buyer.

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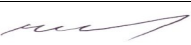
- 4.3. The Buyer must pay to BABYLON interest of 2% per month on any amount outstanding to BABYLON, calculated and accruing daily from the date on which the Buyer was due to pay the amount to BABYLON until the date on which the amount is paid to BABYLON. Interest is payable upon demand by Babylon. However, BABYLON will waive half of this interest if the Buyer pays the outstanding amount within [60] days from the date that the Buyer was due to pay the amount.
- 4.4. The Buyer is liable to BABYLON for all costs and expenses which BABYLON incurs in recovering monies that the Buyer owes to BABYLON. The Buyer must pay these costs to BABYLON within 7 days of BABYLON's demand.

5. DELIVERY

The company is not responsible for loss or damage of goods in transit except when the goods are carried in BABYLON's own vehicles. BABYLON's delivery prices are quoted ex-factory with delivery being additional to the purchase price of the goods if the Buyer wishes for BABYLON to arrange delivery.

6. RISK, TITLE AND SECURITY

- 6.1. Risk in the goods sold passes to the Buyer at the earlier of the following times:
- (a) when the goods are dispatched for delivery to the Buyer; or
 - (b) when the Buyer (or any third party on the Buyer's behalf) collects or takes possession of the goods. If dispatch of the goods from BABYLON is delayed due to any circumstances beyond the control of BABYLON (for example, delays in the Buyer being able to receive the goods), risk passes to Buyer on the day when the goods are first ready for the consignment from BABYLON's warehouse.
- 6.2 All good sold by BABYLON to the Buyer remain the property of BABYLON, and title to the goods does not pass from BABYLON to the Buyer, until all outstanding debts owed by the Buyer to BABYLON whatsoever are paid in full.
- 6.3 If the Buyer fails to pay any outstanding debt whatsoever that it owes to BABYLON, the Buyer irrevocably and to the full extent permitted by law authorises BABYLON to (without prior notice to the Buyer) do everything reasonably necessary to re-take possession of the goods owned by BABYLON (including, without limitation, enter any property at which BABYLON reasonably believes the goods to be located).
- 6.4 The Buyer indemnifies BABYLON for any loss or liability whatsoever incurred by BABYLON in exercising its rights under Clause 6.3. This indemnity covers (without limitation) any liability to any third party for trespass or damage to property occasioned by BABYLON exercising its rights under this Clause 6.3.
- 6.5 BABYLON expressly reserves all other rights and remedies available to it on the Buyer's default on these Terms and Conditions (including, without limitation, the right to seize and dispose of or retain goods).

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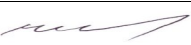


7. PERSONAL PROPERTY SECURITIES ACT 2009

- 7.1. The Buyer must do all things (including provide BABYLON with all details and data) necessary for BABYLON to register a “financing statement” or a “financing change statement” under the PPSA with respect to any security interest the subject of these Terms and Conditions. BABYLON may refuse to sell or supply goods to the Buyer until the Buyer complies with this clause 7.1.
- 7.2. Notwithstanding any other provision of these Terms and Conditions, the Buyer is not entitled to obtain possession of any goods sold by BABYLON until after BABYLON’s security interest in the goods (as contemplated by these Terms and Conditions) is perfected by registration on the PPS Register.
- 7.3. If the Buyer makes any payment to BABYLON, BABYLON may apply the payment to satisfy any obligation of the Buyer to BABYLON (whether the obligation is unsecured, secured by security interest or secured by purchase money security interest). BABYLON may:
- (a) apply the payment in any order or manner that it (in its absolute discretion) thinks fit; and
 - (b) amend or re-apply any application made.
- 7.4. With respect to any security interest and collateral the subject of these Terms and Conditions:
- (a) sections 95, 121(4), 125, 130, 132(3)(d), 132(4), and 135 of the PPSA are excluded and contracted out of to the full extent permitted by section 115 of the PPSA; and
 - (b) the Buyer waives the right under PPSA section 157 to receive a notice in relation to registration events which relate to collateral that is described in the registration as commercial property.

8. REPRESENTATIONS, WARRANTIES, AND EXCLUSIONS

- 8.1. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 8.2. BABYLON provides a warranty that the goods supplied under this document will be free from defects for a period specified in Annexure A from the date of supply. If claiming under this warranty the Buyer must notify BABYLON, being Babylon Pump & Power Limited, within five (5) days of becoming aware of defects in the goods supplied under this document. The notice must be sent to the Owner at 1 Port Place, High Wycombe, Perth, WA, 6057 or mshelby@babylonpumpandpower.com and in addition may also be notified via telephone at +61 (0) 8 9454 6309. The expense of claiming under the warranty will be borne by the Buyer. The benefits provided to the Buyer under the above warranty are in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the warranty relates.
- 8.3 BABYLON may ignore any claim made by the Buyer in respect of the warranty above unless:
- (a) the Buyer makes the claim in writing within period specified above;
 - (b) the claim refers to the relevant invoice number for the goods; and
 - (c) the claim explains (in reasonable detail) the basis of the claim.
- 8.2 No freight or other costs or charges incurred in returning goods to the Buyer shall be accepted by BABYLON unless authorised by BABYLON in advance.

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8.3 Due to the specialist construction involved with BABYLON products, goods may not be returned for exchange.

8.4 From the date of sale to the Buyer, BABYLON warrants that all new and unused goods sold by BABYLON to the Buyer are:

- (a) of merchantable quality; and
- (b) reasonably fit for any purpose for which the Buyer requires the goods, provided the Buyer communicates that purpose to BABYLON before the sale. For the avoidance of doubt, this warranty does not apply to second-hand or used goods sold by BABYLON to the Buyer.

8.5 Unless specified in Annexure A, the warranties under this clause 8 is limited to the earlier of:

- (a) 6 months from the date the goods are sold; or
- (b) 1,000 hours of operation of the goods from the date of sale.

8.6 The warranties under this clause 8 are also subject to the goods:

- (a) being correctly installed and commissioned;
- (b) having been subject to appropriate maintenance procedures being carried out in a timely fashion at recommended intervals;
- (c) being used strictly for the purpose intended;
- (d) being operated within applicable tolerance levels and not subject to abuse;
- (e) pumping only the product that the goods have been designed for;
- (f) not being modified in any way whatsoever; and
- (g) not being operated negligently, recklessly or outside of recommended specifications.

8.7 To the full extent permitted by law, neither the warranties in this clause 8 or any other representation, warranty or guarantee given by BABYLON (whether express, implied) applies to any individual component which is warranted directly to the user by its manufacturer.

8.8 To the full extent permitted by law, BABYLON and the Buyer agree and acknowledge that:

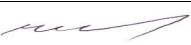
- (a) BABYLON gives no representation, warranty, guarantee or description in relation to the goods except as set out in these Terms and Conditions or as required by law;
- (b) all conditions, warranties, guarantees, representations or any other terms whatsoever expressed or implied by use, statute or otherwise in respect of the goods are excluded.

8.9 The Buyer acknowledges that if the Buyer buys goods from BABYLON for a particular purpose, BABYLON may from time to time purchase individual components from third parties and may (to adapt the goods to the Buyer's purpose) modify the components, install the components in the goods, and/or affix the components to the goods. The Buyer further acknowledges and agrees that BABYLON purchases, modifies, installs and affixes components for and on behalf of the Buyer and that BABYLON is, to the full extent permitted by law, excluded from all liability whatsoever in respect of the individual components as modified installed and/or affixed.

8.10 The Buyer acknowledges that it:

- (a) will inform BABYLON immediately if a problem has developed in any of the supplied goods;
- (b) will not continue to operate the goods; and
- (c) will not attempt to repair or dismantling the goods.

8.11 Subject to clause 8.10, the Buyer acknowledges that it will not take any action without consultation and written permission from BABYLON and that any action

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taken without permission from BABYLON will void any potential warranty claim except as provided by law.

- 8.12 In cases of any warranty claims, the Buyer shall issue a new Purchase Order for the goods at the current BABYLON purchase price stating, "Subject to Warranty Claim".
- 8.13 The cost of removal and installation of any goods is specifically excluded from this warranty.
- 8.14 The Buyer acknowledges that goods that are subject to warranty must be returned to BABYLON and that any costs associated with transport and handling of the goods is the responsibility of the Buyer.
- 8.15 BABYLON will be the sole arbitrator in determining whether to repair or replace any goods and may at its discretion elect to pay for the repair or replacement of the failed good in lieu of performing a repair or replacement.
- 8.16 Repairs or replacements under this warranty do not extend the warranty period beyond the original time frame when the goods were originally purchased.
- 8.17 BABYLON is not responsible for any incidental damages and/or consequential loss.
- 8.18 In relation to Goods supplied by BABYLON to which a manufacturer's warranty applies, the benefits and obligations of the manufacturer's warranty apply in all respects and is the sole and exclusive warranty for those Goods except as provided by law.

9. NO IMPLIED SERVICE

The Buyer acknowledges that except as provided by law this agreement does not entitle the Buyer to demand to receive from BABYLON any site inspection or service of the goods supplied, delivered and installed if applicable. If the Buyer does require BABYLON's services in respect of site inspection and service of the goods the subject of agreement, then the Buyer may arrange with BABYLON to enter a separate agreement in the respect of same.

10. REPAIRS

Goods returned by the Buyer to BABYLON for repair under warranty are returned free of all charges to BABYLON and at the Buyer's risk.

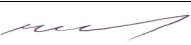
Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

11. VARIATION BY BUYER

Should there be any variation in details, sizes and quantities, delivery instructions or any other item or matter on which the quotation or invoice for the sale of goods is based, BABYLON may amend the contract price in the quotation or invoice accordingly.

12. LIMITATION OF LIABILITY

- 12.1 To the maximum extent permitted by law, BABYLON's liability and the Buyer's remedy for BABYLON's breach of any condition, warranty, guarantee, representation or any

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other term in respect of the goods whatsoever implied by law or statute is limited at BABYLON's option to the:

- (a) repair of the goods;
- (b) supply of a replacement for the goods;
- (c) payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (d) payment of the cost of having the goods repaired or resupplied.

12.2 BABYLON is not liable under this clause or generally to the extent that the Buyer has failed to mitigate its loss.

12.3 BABYLON's liability will be reduced by the amount of any contributory loss or damage to the extent caused by the negligent or willful act or omission of the Buyer.

12.4 The Buyer acknowledges and agrees that, to the full extent permitted by law:

- (a) BABYLON excludes all liability for the goods if any additions, adjustments or modifications are carried out on the goods; and
- (b) any such additions, adjustments or modifications will invalidate any warranty given by BABYLON, and preclude the Buyer from making any claim, in respect of the goods.

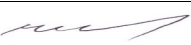
12.5 To the full extent permitted by law, BABYLON is not liable to the Buyer (whether in contract, tort, under statute or otherwise at law) for any loss or damage whatsoever arising out of, connected with, or relating to any fact, matter or thing relating to any goods sold by BABYLON to the Buyer, whether or not the Buyer or a third party suffers the loss or damage.

13. SEVERABILITY

If any clause or part of a clause in these Terms and Conditions is illegal, unenforceable or invalid, that clause or part is to be treated as removed from these Terms and Conditions without affecting or impairing the rest of the Terms and Conditions in any way whatsoever.

14. SERVICE EXCHANGE

- 14.1 All service exchange items are sold subject to the Buyer returning a replacement core that meets the following criteria:
- (a) Rotates freely (where applicable) i.e., pre-failed conditioned
 - (b) Returned as the same arrangement number, CPL, configuration and with all options/accessories as originally supplied
 - (c) Returned on transport stands/frames and/or boxes in originally supplied specification and in an undamaged condition
 - (d) Returned not missing any parts or sub-components
 - (e) Returned in an assembled condition
 - (f) Returned with no visible damage, holes and/or cracked housings
 - (g) Returned with no evidence of post-removal contamination i.e., dust, water or dirt ingress, no visible oil leaks
 - (h) Returned within 45 days from the date of supply of the initial service exchange goods
 - (i) Upon stripping down the service exchange item, it must be in a condition that is, in Babylons' sole and absolute discretion, suitable for Babylon to carry out a standard rebuild in accordance with Babylons' re-usability guidelines.

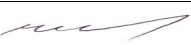
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- 14.2 When ordering service exchange goods, the Buyer will issue a Purchase Order stating the following:
- (a) Line item with full price of the service exchange goods; and
 - (b) Separate Line item showing:
 - i full price of the core charge; or
 - ii specific notation on the Purchase Order referencing acknowledgement that the goods are sold as service exchange and additional core charges may apply.

15. MISCELLANEOUS

- 15.1. This Contract shall be governed by and shall be construed and interpreted in accordance with the laws of Western Australia and the parties submit to the courts of the state of Western Australia and all courts of appeal therefrom.


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Annexure A – Warranty Representations

Item No.	Description	Warranty Period	Hours Limitation
1	Goods – Diesel Engines	12 months	6000
2	Goods – Powertrain Components	12 months	6000
3	Goods – Used	Nil	Nil

Warranty is limited to the earlier of the Warranty Period or Hours Limitation from the date of invoice.

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