



YINTEC (AUSTRALIA) PTY LTD
(Yintec)

AND

CUSTOMER NAMED IN ITEM 2 OF CONTRACT PARTICULARS
(Customer)

SUPPLY OF GOODS CONTRACT

CONTRACT PARTICULARS

Item	Matter	Variable
1	Contract Date	[insert date]
2	Customer	Name: [insert] ABN: [insert] Address: [insert]
3	Customer's Representative	Name: [insert] Title: [insert] Address for Notice: [insert] Phone: [insert] Email: [insert]
4	Yintec's Representative	Name: [insert] Title: [insert] Address for Notice: [insert] Phone: [insert] Email: [insert]
5	Contract Sum	\$[*]
6	Date(s) for Delivery	[insert date(s)]
7	Defects Liability Period	[12] months from the Date of Delivery
8	Delivery Point	[insert description]
9	Goods	[insert description]
10	Security of Payment Act Applies	[Yes / No]
11	Time for Payment Claims	[28th] day of each month OR insert milestone descriptions (which may include a deposit)
12	Payment Period where Security of Payment Act does not apply	[insert] days after the date of the tax invoice

EXECUTED as a contract for and on behalf of **Yintec (Australia) Pty Ltd** by its authorised representative)

EXECUTED as a contract for and on behalf of the **Customer** by its authorised representative)

.....
Signature of Authorised Representative

.....
Signature of Authorised Representative

.....
Print Name

.....
Print Name

Recitals

- A. The Customer requires Yintec to supply it with the Goods.
- B. Yintec has agreed to supply the Customer with the Goods in accordance with this Contract.
- C. The parties wish to evidence their agreement in writing on the terms of this Contract.

Definitions

In this Contract:

Australian Consumer Law means Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Business Day means that term as defined in the Security of Payment Act.

Change of Control means that term as defined in the Corporations Act.

Confidential Information means information that:

- (a) is by its nature confidential;
- (b) is designated as confidential at the time of its disclosure; or
- (c) the Customer knows or ought to know is confidential.

Consumer means that term as defined in the Australian Consumer Law.

Consumer Guarantee means a consumer guarantee applicable to this Contract under the Australian Consumer Law.

Contract Date means the date set out in Item 1.

Contract Sum means the sum set out in Item 5, as amended in accordance with this Contract.

Corporations Act means *Corporations Act 2001* (Cth).

Customer means the Customer identified in Item 2.

Date(s) for Delivery means the date(s) set out in Item 6, as amended in accordance with this Contract.

Date of Delivery means the date on which Delivery occurs.

Defect means any material defect in a Good.

Defects Liability Period means the period stated as such in Item 7.

Delivery means delivery of the Goods to the Delivery Point, but expressly excludes unloading.

Delivery Point means the point set out in Item 8.

Force Majeure Event means any:

- (a) act of God, fire, flood, storm, earthquake, strike, lockout, trade or port dispute, breakdown, theft, crime, bad weather at sea or customs or quarantine inspection;
- (b) inability of Yintec to procure necessary materials or articles; or
- (c) other event beyond Yintec's reasonable control.

GST means that term as defined in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Insolvency Event means any one or more of the following:

- (a) the Customer becomes, is declared to be, is taken under any applicable law to be, admits to or informs Yintec in writing or its creditors generally that it is insolvent, an insolvent under administration, bankrupt, unable to pay its debts or unable to proceed with this Contract for financial reasons;
- (b) execution is levied against the Customer;
- (c) a garnishee order, mareva injunction or similar order, attachment, distress or other process is made, levied or issued against the Customer;
- (d) where the Customer is a corporation, any one of the following:
 - (i) notice is given of a meeting of creditors with a view to the Customer entering into a deed of company arrangement;
 - (ii) a liquidator or provisional liquidator is appointed in respect of the Customer;
 - (iii) the Customer enters into a deed of company arrangement with its creditors;
 - (iv) a controller (as defined in section 9 of the Corporations Act), administrator, receiver, receiver and manager, provisional liquidator or liquidator is appointed to the Customer;
 - (v) an application is made to a court for the winding up of the Customer and not stayed within 7 days;
 - (vi) an application (not withdrawn or dismissed within 7 days) is made to a court by the Customer for an order, an order is made, a meeting is convened or a resolution is passed, for the purpose of proposing or implementing a scheme of arrangement;
 - (vii) a winding up order or deregistration order is made in respect of the Customer;
 - (viii) the Customer resolves by special resolution that it be wound up voluntarily;
 - (ix) as a result of section 459F(1) of the Corporations Act, the Customer is taken to have failed to comply with a statutory demand; or
 - (x) a mortgagee of any property of the Customer takes possession of that property; or
- (e) anything analogous to anything referred to in paragraphs (a) to (d) or which has a substantially similar effect, occurs with respect to the Customer.

Intellectual Property Rights means any subject matter, whether tangible or intangible, that attracts, or is susceptible to protection by, intellectual property rights, including patents, trademarks, copyright, designs, layouts, knowhow, object code, source code and confidential information.

Item means an item of the Contract Particulars.

Personnel means a party's employees, agents and contractors, excluding Yintec in the case of the Customer.

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

Security Interest means a mortgage, charge, lien, pledge, security interest, title retention, preferential right, trust arrangement, contractual right of set off or other security arrangement in favour of any person, and includes any "security interest" as defined in the PPSA.

Security of Payment Act means the *Building and Construction Industry Security of Payment Act 1999* (NSW).

Yintec means Yintec (Australia) Pty Ltd (ABN 62 155 044 563).

Interpretation

In this Contract:

- (a) a reference to this Contract means this Contract as amended, novated, supplemented, varied or replaced;
- (b) a reference to 'including', 'includes' or 'include' must be read as if followed by '(without limitation)';
- (c) where a word or expression is defined, any other part of speech or grammatical form of that word or expression has a corresponding meaning;
- (d) words in the singular include the plural and vice-versa;
- (e) a reference to any legislation or legislative provision includes any modification or re-enactment of, or provision substituted for, and any sub-ordinate legislation issued under, that legislation or legislative provision;
- (f) a reference to a party includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (g) unless expressly stated otherwise, all references to "\$" or "dollars" are references to Australian dollars; and
- (h) headings are for convenience only and do not affect the interpretation of this Contract.

1 Customer Warranties

The Customer warrants that:

- (a) where it is a company, it is a company duly incorporated and existing under law and has the power to execute, deliver and perform its obligations under this Contract;
- (b) its obligations under this Contract are valid, legal and binding obligations enforceable against it in accordance with its terms;
- (c) the execution and performance of this Contract by it will not contravene any law;
- (d) all Intellectual Property Rights it licences to Yintec pursuant to this Contract do not infringe any Intellectual Property Rights or other protected right;
- (e) it has all approvals needed to allow Yintec or its nominee(s) to lawfully deliver the Goods to the Delivery Point using Yintec's preferred size and class of vehicle;

- (f) it will be reasonably practicable for Yintec to legally deliver the Goods to the Delivery Point using Yintec's preferred size and class of vehicle; and

- (g) on the Date of Delivery, the Customer will have equipment in place to safely unload the Goods from Yintec's preferred size and class of vehicle in accordance with all relevant laws.

2 Contract Formation

This Contract may be formed by:

- (a) the parties populating and executing the Contract Particulars; or
- (b) Yintec issuing written confirmation to the Customer confirming the matters set out in the Contract Particulars in response to a quotation agreed by the parties.

3 Obligations

Yintec must supply the Goods to the Customer in accordance with this Contract and the Customer must pay Yintec the Contract Sum and all other amounts due and owing to Yintec by the Customer under this Contract.

4 Customer Supplied Documents

The Customer:

- (a) warrants the accuracy, adequacy and completeness of all information it or anyone on its behalf makes available to Yintec (including prior to the Contract Date); and
- (b) indemnifies Yintec and its Personnel from and against any loss or claim it or they suffer due to their reliance on such information.

5 Subcontracting and Assignment

(a) Yintec may:

- (i) subcontract any or all of its obligations under this Contract; and/or
- (ii) assign, novate or otherwise seek to transfer any of its rights or obligations under this Contract,

without the Customer's consent.

(b) The Customer must not assign, novate or otherwise seek to transfer any of its rights or obligations under this Contract without Yintec's prior written consent.

6 Representative

(a) As at the Contract Date:

- (i) Yintec's Representative is the person named in Item 4; and
- (ii) the Customer's Representative is the person named in Item 3.

(b) A party may change the identity of its representative by written notice to the other.

(c) The Customer's Representative acts as the Customer's agent in relation to this Contract.

7 Ownership and Risk

(a) Ownership of Goods and other items supplied by Yintec to the Customer under this Contract passes to the Customer when

Yintec receives full payment from the Customer for the relevant Goods and items. Until such time as full payment is received by Yintec, the Customer holds all such Goods and items on bailment for Yintec and must:

- (i) treat them as chattels, not fixtures;
 - (ii) identify and store them in a manner that clearly shows that they are the property of Yintec; and
 - (iii) insure them for their replacement value.
- (b) Risk in Goods and other items supplied by Yintec to the Customer under this Contract transfers to the Customer on Delivery.

8 Variations

- (a) The Customer may, at any time prior to the Date of Delivery, request in writing that Yintec provide it with details of the effect a proposed variation will have on the Date for Delivery and Contract Sum.
- (b) If the Customer requests details pursuant to clause 8(a):
 - (i) Yintec must provide the requested details to the Customer promptly after Yintec receives the request;
 - (ii) following receipt of the details by the Customer, the parties must seek to agree the price of the variation and its impact on the Date for Delivery; and
 - (iii) Yintec is not obliged to commence performing a proposed variation unless and until the parties reach written agreement on the terms on which it will do so.
- (c) If the parties agree the price of a variation and its impact on the Date for Delivery, the Contract Sum and Date for Delivery will be automatically adjusted as agreed.

9 Internationally Sourced Materials

Where:

- (a) materials to be incorporated into Goods or Goods themselves are sourced from outside Australia; and
- (b) in the period between the Contract Date and the Date of Delivery, Yintec's costs in respect of such materials or Goods increase on account of exchange rate fluctuations or increased duties, shipping costs, clearance charges and/or wharf fees,

Yintec may add any such increases to the Contract Sum provided that it first informs the Customer of its intention to do so.

10 Time and Money

- (a) Yintec must deliver or procure the delivery of the Goods to the Delivery Point by the Date for Delivery.
- (b) If Yintec considers that some or all of the Goods will not be Delivered to the Delivery Point by the Date for Delivery on account of:

- (i) a variation agreed by the parties;
- (ii) a breach of clause 4 by the Customer
- (iii) a suspension notice issued in accordance with clause 11(a); or
- (iv) an event beyond Yintec's reasonable control,

then Yintec is entitled to:

- (v) an extension of time to the Date for Delivery, as reasonably determined by Yintec; and
- (vi) be paid by the Customer, as a debt due and payable, all costs incurred by Yintec as a result of the delay.

11 Suspension

- (a) If:
 - (i) Yintec issues a default notice under clause 23; or
 - (ii) the Customer fails to pay Yintec an amount due and owing under this Contract by its due date,

Yintec may suspend some or all of its supply obligations under this Contract and the Customer must promptly pay Yintec, as a debt due and owing, all additional costs Yintec incurs as a result of such suspension.

12 Payment

- (a) Yintec may claim payment of the Contract Sum progressively in accordance with this clause 12.
- (b) If Item 10 states that the Security of Payment Act applies:
 - (i) Yintec is entitled to make claims for payment of the Contract Sum and any other amounts payable to Yintec under this Contract at the times for payment claims stated in Item 11;
 - (ii) within 10 Business Days after its receipt of a payment claim in accordance with clause 12(b)(i), the Customer must assess the claim and issue to Yintec a payment certificate stating:
 - (A) the amount proposed to be paid to Yintec by the Customer; and
 - (B) if the amount proposed to be paid by the Customer is less than the amount claimed in the relevant payment claim, why it is less; and
 - (iii) within 15 Business Days after receipt by the Customer of a payment claim in accordance with clause 12(b)(i), the Customer must pay Yintec the amount shown in the payment certificate issued under clause 12(b)(ii) as due to Yintec.
- (c) If Item 10 states that the Security of Payment Act does not apply, the Customer must pay all amounts included in a tax invoice issued to the Customer by Yintec within the period stated in Item 12.
- (d) If the Customer fails to pay Yintec an amount due and owing under this Contract by the date on which it is due and payable:

- (i) interest will be due and payable on the outstanding amount by the Customer to Yintec (calculated on a monthly basis by applying the rate of interest equal to 2% above the 'BBSY' 30-day swap rate published by Reuters Monitor System at 10:00am on the due date for payment) up until the date on which full payment of the outstanding amount and all relevant interest is received by Yintec; and
- (ii) the Customer must pay Yintec (as a debt due and owing) all enforcement costs incurred by Yintec.

13 Taxes and GST

- (a) Subject to the remainder of this clause 13, the Customer must pay all taxes due in connection with this Contract and the supply of the Goods.
- (b) Each party warrants to the other that it is registered for GST and must notify the other if it ceases to be so.
- (c) Despite the definition of 'consideration' in the GST Act, and unless otherwise stated in this Contract, consideration provided under or in accordance with this Contract is exclusive of GST.
- (d) If any consideration given by a party (Payer) in connection with this Contract does not include GST and is consideration for a taxable supply for which the party who makes the supply (Supplier) is liable for GST, the Payer must, at the same time as the consideration is given, pay the Supplier an additional amount equal to the consideration multiplied by the rate of GST.

14 Intellectual Property Rights

- (a) Where Yintec:
 - (i) requires a licence of certain Intellectual Property Rights in order for it efficiently perform its obligations under this Contract; and
 - (ii) issues the Customer with a written notice stating that it requires such a licence,

the Customer must promptly after receiving such notice grant to Yintec, or procure the granting of to Yintec, a non-exclusive and paid up licence for Yintec and its Personnel to use the requested Intellectual Property Rights to the extent necessary for Yintec to efficiently perform its obligations under this Contract.
- (b) Nothing in this Contract affects the ownership of any Intellectual Property Rights owned by Yintec.
- (c) On an from the date of Yintec's receipt of full payment for the relevant Goods, Yintec grants to the Customer a perpetual, irrevocable, non-exclusive and paid-up licence for the Customer and its Personnel to use all Intellectual Property Rights needed for it to use the Goods in accordance with this Contract.

15 Force Majeure Event

- (a) Where a party is unable to perform some or all of its obligations under this Contract on account of the effects of a Force Majeure Event and there is no reasonable remedy:
 - (i) it must promptly provide the other party with written details of the:
 - (A) Force Majeure Event;
 - (B) obligations affected;
 - (C) action it has taken and proposes to take to remedy the situation; and
 - (ii) all affected obligations of the parties under this Contract (excluding payment obligations) will be suspended to the extent affected by the effects of the Force Majeure Event from the date a party gives the other written notice under clause 15(a)(i) until cessation of the effects of the Force Majeure Event.
- (b) On the cessation of the effects of a Force Majeure Event, the party or parties whose obligations were suspended must promptly resume performance of the obligations suspended as a result of the effects of the Force Majeure Event.

16 Insurances

In the period between the Contract Date and the Date of Delivery, Yintec must maintain:

- (a) a public liability insurance policy for an amount not less than \$10 million per claim; and
- (b) workers' compensation insurance as required by law.

17 Exclusions of warranties

- (a) To the fullest extent permitted by law, Yintec excludes any and all conditions, warranties, terms and Consumer Guarantees implied by law (including the Australian Consumer Law) and custom otherwise applicable to the supply of any Goods.
- (b) If the Customer believes there is a Defect in a Good at any time before the expiry of the Defects Liability Period, it may:
 - (i) give Yintec a written notice detailing the alleged Defect (including photographic evidence), the Date of Delivery and a copy of the relevant delivery docket; and
 - (ii) only return the relevant Goods to Yintec:
 - (A) with Yintec's prior written approval; or
 - (B) where the Customer is a Consumer in relation to the relevant Goods and entitled to do so pursuant to a Consumer Guarantee.
- (c) If Yintec notifies the Customer in writing in response to a notice issued pursuant to clause 17(b)(i) that Yintec agrees that the alleged Defect is a Defect, Yintec limits its liability to (at its election):

- (i) replacing the relevant Goods;
 - (ii) repairing the relevant Goods;
 - (iii) paying the Customer the cost of replacing the relevant Goods; or
 - (iv) paying the Customer the cost of having the Goods repaired.
- (d) Notwithstanding the remainder of this clause 17, where a Defect is reasonably apparent as at the Date of Delivery of the relevant Goods, to the fullest extent permitted by law, the Customer is barred from making any claim in respect of such Defect if it fails to issue Yintec with a written notice in respect of such Defect that complies with clause 17(b) within 5 Business Days after the Date of Delivery of the relevant Goods.

18 Customer Indemnities

- (a) To the fullest extent permitted by law, the Customer must indemnify and keep harmless Yintec and its Personnel from and against all claims, proceedings, expenses, costs (including legal costs on an indemnity basis), damages, losses and other liabilities in respect of:
- (i) any breach of this Contract by the Customer.
 - (ii) the death of, or personal injury, disease or illness to, any person;
 - (iii) property damage;
 - (iv) any wilful misconduct or negligent act or omission of the Customer or any of its Personnel; or
 - (v) breach of third party Intellectual Property Rights.
- (b) Where the Customer indemnifies Yintec under this Contract, the Customer's liability to indemnify will be reduced proportionally to the extent that a breach of this Contract by Yintec contributed to the relevant liability or loss.

19 Limitation of Liability

- (a) To the fullest extent permitted by law, Yintec's maximum aggregate liability to the Customer and its Personnel under or arising out of this Contract or any law is capped at the sum of the amounts paid to Yintec by the Customer pursuant to this Contract at the time of the relevant claim.
- (b) To the fullest extent permitted by law, Yintec will have no liability to the Customer or any of its Personnel under or arising out of this Contract for any:
- (i) loss of revenue, use, production, goodwill, profit, data, business, contract or anticipated savings;
 - (i) financing costs or increase in operating costs; or
 - (ii) other financial, economic, special or indirect loss or damage.

20 Personal Property Securities Act

The Customer acknowledges and agrees that:

- (a) if and to the extent Yintec forms a belief that the Customer is, or will become, a secured party arising out of or in connection with this Contract or any transaction contemplated by it, Yintec may at the Customer's expense take all steps Yintec considers advisable to:
- (i) perfect, protect, record, register, amend or remove the registration of, Yintec's Security Interest in any relevant personal property that is the subject of this Security Interest (relevant personal property); and
 - (ii) better secure Yintec's position in respect of the relevant personal property under the PPSA;
- (b) it will do all things necessary to assist Yintec to take the steps described in clause 20(a);
- (c) it irrevocably and unconditionally waives its right to receive any verification statement in respect of any financing statement or financing change statement relating to any Security Interests of Yintec in the relevant personal property;
- (d) if, and only if, Yintec is or becomes a secured party in relation to relevant personal property, and to the extent that Chapter 4 of the PPSA would otherwise apply to an enforcement of a Security Interest in relevant personal property, the following provisions of the PPSA do not apply in relation to those Security Interests: section 115, 117, 118, 120, 121(4), 125, 129, 130, 132(3)(d), 132(4), 142 and 143;
- (e) subject to section 275(7) of the PPSA, it will not disclose any or all of the contents of this Contract, the amount or performance obligation secured by Yintec's Security Interest in relevant personal property and the other information mentioned in section 275(1) of the PPSA pursuant to section 275(4) of the PPSA;
- (f) it must immediately notify Yintec if it becomes aware of any person other than Yintec taking steps to register, or registering, a financing statement in relation to relevant personal property; and
- (g) it must arrange for the removal or cessation of any registration of any Security Interest that sits above the priority of Yintec's interest in relevant personal property.

For the purposes of this clause 20, 'registration', 'secured party', 'verification statement', 'financing statement', 'personal property' and 'financing change statement' each have the meaning given to those terms in the PPS Act.

21 Labelling

The Customer must not, without the Yintec Representative's prior written consent, alter, remove, obscure or obliterate any labels attached to any Goods by or on behalf of Yintec.

22 Dispute Resolution

- (a) If a dispute arises under or out of this Contract, either party may issue a written dispute notice to the other setting out details

of the dispute and requesting that a settlement meeting take place.

- (b) Within 7 days after a notice is received by a party pursuant clause 22(a), senior representatives from each party must meet to attempt to resolve the dispute.
- (c) If a dispute is not resolved within 15 days after the meeting referred to in clause 22(b), either party may commence litigation in respect of it.
- (d) Nothing in this clause 22 prejudices the right of a party to commence legal proceedings to seek injunctive or urgent declaratory relief.

23 Default and Termination

- (a) If the Customer commits a substantial breach of this Contract, Yintec may issue it with a written notice which states:
 - (i) the alleged substantial breach;
 - (ii) that the Customer is required to show cause in writing; and
 - (iii) the time by which the Customer must do so.
- (b) If the Customer fails to show cause by the stated time, Yintec may terminate this Contract by written notice to the Customer.

24 Termination for Insolvency or Change of Control

If the Customer:

- (a) suffers an Insolvency Event or Yintec determines (acting reasonably) that the Customer is or is likely to soon do so; or
- (b) is the subject of a Change of Control and fails to notify Yintec in accordance with clause 38,

Yintec may immediately terminate this Contract.

25 Termination for Convenience

Without prejudice to any of its other rights and obligations under this Contract, Yintec may terminate this Contract for its convenience by providing the Customer with no less than 15 days' prior notice in writing.

26 Confidentiality

- (a) Subject to clause 26(b), the Customer must not, whether before or after the expiration or termination of this Contract, without the prior written consent of Yintec, divulge or permit its Personnel to divulge to any person any of the contents of this Contract or any Confidential Information.
- (b) The restrictions imposed by clause 26(a) do not apply to the disclosure of Confidential Information which is:
 - (i) made public through no default of the Customer or any of its Personnel; or
 - (ii) required to be disclosed by law.

27 Media

The Customer must not disclose information concerning the Goods, this Contract or Yintec to any media without Yintec's prior written approval and must refer all such enquiries to Yintec's Representative.

28 Notices

A notice or other communication under this Contract is only effective if it is in writing, signed by the party's Representative, addressed to the other party's Representative and either left at the addressee's address or sent to the addressee by mail or email. If:

- (a) left at the addressee's address between the hours of 9:00am and 5:00pm on a Business Day, it is taken to have been immediately received;
- (b) sent by mail, it is taken to have been received 3 Business Days after posting; or
- (c) sent by email, section 13A of the *Electronic Transactions Act 2000* (NSW) will apply to determine when it is received.

29 Amendment

This Contract may only be amended by a document signed by or on behalf of each party.

30 Waiver

- (a) No failure to exercise or delay in exercising any right, remedy or power under this Contract will operate as a waiver of that right, remedy or power.
- (b) No single or partial exercise of any right, remedy or power under this Contract will preclude any other or further exercise of that or any other right, remedy or power.
- (c) No waiver of any right, remedy or power on any particular occasion will operate as a waiver by the waiving person of that right, remedy or power in relation to any other occasion or preclude any other or further exercise of that right, remedy or power in relation to any other occasion.

31 Indemnities

- (a) Each indemnity given under this Contract is a continuing obligation, separate and independent from the other obligations of the parties and survives the termination, rescission or expiration of this Contract.
- (b) It is not necessary for a party to incur an expense before enforcing a right of indemnity conferred by this Contract.
- (c) A party must pay on demand any amount it must pay under an indemnity in this Contract.

32 Severability

If any provision of this Contract is or becomes illegal, invalid, unenforceable or void in any relevant jurisdiction, the legality, validity, enforceability and validity of the remainder of this Contract will not be affected (unless incapable of being operable in the absence of such provision) and this Contract will be read as if the part had been deleted in that jurisdiction only.

33 Proportionate liability

It is agreed that, to the fullest extent permitted by law, the:

- (a) operation of Part 4 of the *Civil Liability Act 2002* (NSW) and all equivalent State, Territory and Commonwealth Laws

(together, the **Proportionate Liability Laws**) are excluded; and

- (b) Customer must not seek to apply the provisions of the Proportionate Liability Laws in a manner that is inconsistent with clause 33(a) in relation to any claim by Yintec against the Customer (whether in contract, tort or otherwise); and
- (c) if any provision of a Proportionate Liability Law is applied to any claim by the Customer against Yintec (whether in contract, tort or otherwise) in a manner that is inconsistent with clause 33(a), the Customer must indemnify Yintec against any loss, damage, cost or expense it is not able to recover from Yintec because of the operation of a Proportionate Liability Law.

34 Relationship

- (a) Nothing in this Contract:
 - (i) creates or is intended to create any representative, joint venture, partnership, agency, trust or other fiduciary or employment relationship; or
 - (i) is to be construed as creating or requiring any continuing relationship between the parties after the Date of Completion.
- (b) The Customer must not act for or bind Yintec, nor does it have any right to hold itself out as having the authority or right to do so.

35 Governing law

This Contract is governed by the laws of New South Wales and each party irrevocably submits to the jurisdiction of the courts of that State.

36 Joint and Several Obligations and Liabilities

If the Customer comprises two or more persons (whether as a joint venture, consortium, partnership or other unincorporated grouping):

- (a) its obligations and liabilities under this Contract bind those persons jointly and severally;
- (b) those persons must notify Yintec of their leader, who must have authority to bind the Customer and each of those persons; and

- (c) the Customer must not alter its composition or legal status without the prior written consent of Yintec.

37 Entire Contract

This Contract contains the entire contract between the parties in respect of its subject matter. The Customer:

- (a) warrants that it did not rely upon any information, representation, statement or documentation made by or provided to it on Yintec's behalf for the purposes of entering into this Contract;
- (b) warrants that it enters into this Contract based on its own investigations, interpretations, deductions, information and determinations; and
- (c) acknowledges that it is aware that Yintec entered into this Contract relying upon the warranties in clauses 37(a) and (b).

38 Change of Control

The Customer must immediately notify Yintec in writing of any Change of Control in the Customer.

39 No Contra Proferentem

No term of this Contract will be construed against a party on the basis that this Contract or the term in question was put forward or drafted by or on behalf of that party.

40 Vienna Convention

The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (adopted at Vienna on 10 April 1980) does not apply in any respect to this Contract.

41 Ambiguity and Inconsistency

In the event of any ambiguity or inconsistency within or between the several parts of this Contract, Yintec (acting reasonably) will determine the interpretation that is to apply.

42 Survival

The Definitions and clauses 1, 2, 4, 5, 7, 9 – 15, 17 - 20 and 22 - 42 survive the termination or expiration of this Contract.