

CONTRACT TERMS **ABS AUSTRALIA**

These terms and conditions (the “Terms”) apply to any contract, oral or written, made between an individual or company (“Customer”) and Genus Australia Pty Ltd., (“ABS Australia”) for goods and/or services provided by ABS Australia, including without limitation, semen, certificates, teat dip, third-party products, artificial insemination supplies consultancy services, storage and transport or other products offer by ABS Australia (“Products”). These Terms apply to any contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any variation to these Terms must be accepted in writing by ABS Australia and such acceptance must be evidenced by the signature of an authorised representative of ABS Australia. ABS reserves the right to change these Terms at any time. Updated terms will be available on the ABS Australia website at www.absglobal.com/aus. .

1. PURCHASE AND USE

- 1.1 By placing an order or contracting for Products, Customer confirms that it is authorized to make the purchase. All sales are final, cannot be canceled, and are non-refundable, unless otherwise noted in these Terms. All orders are subject to acceptance by ABS Australia employees duly authorized to accept such orders. ABS Australia will have no responsibility for any order not so accepted or for any terms, conditions or agreements which do not appear in these Terms or are otherwise agreed to in writing with the General Manager of ABS Australia. Customer shall be responsible for ensuring that all orders are complete and accurate. Products are subject to availability at time of shipping/delivery.
- 1.2 ABS conventional semen may be used solely for artificial insemination of a single bovine, in-vitro-fertilization, or embryo transfer. ABS sorted semen processed by Inguran, LLC (d/b/a Sexing Technologies) may be used solely for single artificial insemination of single bovine during its natural ovulation, with the intent to produce a single offspring. For availability of other licenses, contact ABS Australia. All other uses of ABS Australia conventional and sorted semen are prohibited including genotyping, sequencing, cloning, genome editing, genetic manipulation, and usage in research and development. Export or transfer of possession of ABS Australia semen is prohibited without prior written consent of ABS Australia. All Products are approved for animal agriculture use only. Customer may not sell Products to another party unless Customer is an authorized to do so by ABS Australia.
- 1.3 Product prices shall be those listed in ABS Australia’s retail price list as of the date the order ships or is invoiced, or if the Product is a service, the date the Product is provided, subject to any applicable discounts. From time to time, ABS Australia may provide price quotes for Products. Any price quote is provided an estimate only, and does not bind ABS Australia to any price or other terms or conditions. Unless otherwise agreed the price for the Products shall be due and payable to ABS Australia in full in Dollars (\$AUD, in cash or cleared funds) within twenty eight (28) days of the date of invoice. Time for payment is of the essence of the contract.
- 1.4 Payment of sales tax is the responsibility of the customer and shall be applied to orders in accordance with the applicable tax laws. Due to varying regional tax laws, any tax which appears on Customer’s order form or delivery note is an estimate and is subject to change at time of processing. The actual tax (sales tax based on state and county) assessed will appear on Customer’s invoice.
- 1.5 If the Customer does not pay the whole or any part of the price due to ABS Australia under the contract by the due date, then the Customer shall pay ABS Australia interest on the amount outstanding from the due date until the actual date of payment (whether before or after judgment) at the rate of 1.5% per month. The Customer shall pay the interest together with the overdue amount and any expense incurred by ABS Australia in connection with the recovery of the outstanding amount (including legal costs).
- 1.6 So long as any payment due from the Customer to ABS Australia is outstanding, whether under the same or any other contract or transaction between ABS Australia and the Customer, ABS Australia shall have a secured interest in any animals produced from the Products.
- 1.7 The Customer shall not be entitled to withhold payment of any amount due to ABS Australia by reason of any claim by the Customer. ABS Australia may at any time, without limiting any other right to or remedies it may have, set off payment owed to ABS Australia against any amount owed to Customer by ABS Australia.
- 1.8 Customer certifies that any certificate(s) Customer purchases are for the sire of the registered animal(s) and further indemnifies ABS against any first or third party claims related to a misrepresentation of the sire.
- 1.9 All Products shipped are to be shipped CPT Incoterms 2010 (Name Point) by ABS Australia to the location indicated on the order form. Title to the Products will pass directly to Customer upon delivery of the Products to the First Carrier. Products are deemed delivered when (i) they arrive at the location indicated on the order form; (ii) are collected by the Customer a facility designated by ABS Australia; or (iii) ABS Australia completes performance. Shipping costs are the responsibility of the Customer. Any dates provided for delivery or performance of Products are provided as non binding estimates only.
- 1.10 When necessary for delivery of the Products, Customer shall:
 - a. co-operate with ABS Australia in all matters relating to the provision of the Products;

- b. provide ABS Australia, its employees, agents, consultants and subcontractors, with access to the Customer's premises and other facilities as reasonably required by ABS Australia for provision of the Products;
- c. prepare the Customer's premises for the supply of the Products;
- d. obtain and maintain all necessary licenses, permissions and consents which may be required before the date on which the Products are to be delivered; and
- e. provide ABS Australia with such information and materials as ABS Australia may reasonably require in order to supply the Products and ensure that such information is accurate in all material respects.
- f. The Customer warrants, represents and undertakes to ABS Australia that the Customer will install, operate or otherwise use or store the Products strictly in accordance with the Recommendations for Use and with all relevant or applicable statutory or other regulations governing the installation, operation, use of storage of the Products.

1.11 **LIQUID NITROGEN NOTICE** - It is Customer's responsibility to monitor Customer's liquid nitrogen storage tank levels and tank operation at all times. ABS, its employees, officers, directors, Independent Contractors, other contractors, or affiliates ("ABS Parties") shall not be responsible for any loss and incidental or consequential damages arising out of contract, tort, or fiduciary duty by providing liquid nitrogen to Customer. To the extent allowable by law, all liability for the supply, maintenance, or servicing of liquid nitrogen storage tanks is expressly disclaimed by ABS Parties.

2. INDEPENDENT CONTRACTOR STATUS

ABS authorized representatives, agents or distributors, (each referred to as "Independent Contractors") engaged by ABS to provide Products are not the agents, employees, or servants of ABS and are not authorized to contract for, or on behalf of, ABS. ABS assumes no responsibility or liability for the actions or work of its Independent Contractors, AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR PURPOSE, with respect to any Products provided by Independent Contractors. ABS may bill on behalf of an Independent Contractor, however, no presumption shall arise that an agency or employment relationship exists between ABS and the Independent Contractor.

3. TRADEMARKS

Trademarks, logos and service marks displayed on ABS materials, Products, websites, or elsewhere as authorized by ABS are registered and unregistered trademarks of ABS ("ABS Marks"). No license or right to use any ABS mark is granted by these Terms. Customer's use of ABS Marks, except as provided in these Terms, is strictly prohibited.

4. DATA & SOFTWARE

- 4.1 Some ABS Products allow Customer (whether Customer is a customer or an Independent Contractor) to download ABS owned or licensed software ("Software") onto Customer's computer or device, which may update automatically. ABS grants Customer a limited, non-exclusive, nontransferable, revocable license to use the Software, solely to use Products. To the extent any component of the Software may be offered under a third-party sub-license, Customer must use that Software in compliance with the terms and policies of the third-party supplier, in addition to these Terms. Unless the following restrictions are prohibited by law, Customer agrees not to reverse engineer or decompile the Software or Products, attempt to do so, or assist anyone in doing so.
- 4.2 In order to provide some of ABS's Products, ABS employees or Independent Contractors may collect data and information from Customer's technology systems ("Data"). By permitting ABS employees or Independent Contractors to access Customer's Data, Customer grants ABS a non-exclusive, irrevocable, royalty-free, transferable, worldwide license to use the Data for ABS business and organizational purposes, subject to applicable privacy laws. ABS understands that maintaining anonymity of Customer's Data is important to Customer's business operations, and promises that it will not use Customer's Data in any way that discloses Customer's individual identifying data to the public. ABS acknowledges that Data collected from customer software is the sole property of the customer and no ownership interest in the Data shall transfer ABS pursuant to this license. Any data or reports produced by ABS using the Data in aggregate with other data or information is the sole property of ABS and the customer shall have no ownership rights in such data or reports.

5. PERSONAL PROPERTIES SECURITIES REGISTER (PPSR) AND CAVEATABLE INTEREST.

- 5.1 The Customer and its guarantors agree to charge in favour of ABS Australia of all his/hers/their/its interests in freehold and leasehold property both current and later acquired as security for payment to ABS Australia of all monies payable by the Customer. The Customer and its guarantors irrevocably appoint ABS Australia as its attorney to do all things necessary to create and register each such charge. This charge:

- a. shall constitute a caveatable interest (in relation to any real property charged) and the Customer and its guarantors jointly and severally acknowledge that they will not object to ABS lodging a caveat; such caveat shall be released once all payments and other monetary obligations payable hereunder have been met;
 - b. shall constitute a "security interest" (for the purposes of the *Personal Properties Securities Act (PPSA)*) in both the goods (including but not limited to livestock, semen, embryos and storage tanks) and any proceeds of sale of the goods or comingled goods until payment is made in full to ABS Australia in accordance with these Terms.
- 5.2 The Customer acknowledges that each security interest over the goods (or any proceeds of the goods or proceeds of comingled goods) arising under this Clause is a "purchase money security interest" (PMSI) under the PPSA to the extent that it secures payments owing in relation to particular goods. The security interests arising under this Clause attach to the goods when the Customer obtains possession of the goods.
- 5.3 The Customer agrees, at its cost in all things, to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which ABS Australia asks and considers required for the purposes of:
- a. ensuring that the security interest is enforceable, perfected and otherwise effective, including as a PMSI;
 - b. enabling ABS Australia to apply for any registration, complete any financing statement or give any notification, in connection with the security interest; or
 - c. enabling ABS Australia to exercise rights in connection with the security interest.
- 5.4 ABS Australia contracts out of all Sections listed in Section 115 of the PPSA to the fullest extent authorised under the said section.
- 5.5 Words used in this Agreement have the same meaning as defined in the PPSA.
- 5.6 The Customer acknowledges that the goods supplied may co-mingle with other goods owned by the Customer and the Customer acknowledges the rights of ABS Australia to claim a security interest in the co-mingled goods in accordance with Part 3.4 of the PPSA.
- 5.7 It is acknowledged by the Customer that by virtue of the co-mingling of goods, ABS Australia's charge extends specifically over all fertilised embryos, in utero calves and calves produced or harvested by the Applicant.
- 5.8 If the goods have been resold, or products manufactured using the goods have been sold by the Customer, then the Customer shall hold such part of the proceeds of any such sale as represents the invoice price of the goods sold or used in the manufacture of the goods sold on trust for ABS Australia and shall pay such amount to ABS Australia upon request.

6. WARRANTIES AND LIMITATIONS OF LIABILITY

- 6.1 All conditions, warranties, representations and implied terms are hereby expressly excluded to the full extent permitted by law.
- 6.2 ABS Australia hereby excludes all consumer warranties in the Competition and Consumer Act 2010 (Cth) and any amendment thereof to the fullest extent permitted by law.
- 6.3 Any condition or warranty that cannot be lawfully excluded is limited to, at ABS Australia's option, the replacement or rectification of the goods or supply of equivalent goods or the cost of replacing or rectifying the goods or of acquiring equivalent goods.
- 6.4 ABS Australia hereby excludes all liability for negligence (including for death or serious injury) to the fullest extent permitted by law.
- 6.5 To the fullest extent permissible, ABS Australia shall not be liable in any way whatsoever for any loss of profit, loss of opportunity, loss of production (including production of crops), loss of business or analogous loss, any indirect, special or consequential loss including but not limited to any loss because of delay, defect, fault, failure, negligence or any act, matter or thing done or not done by ABS Australia.
- 6.6 The Customer acknowledges that ABS Australia has not made any representation, warranty or statement other than is recorded in this Agreement and that this Agreement represents the entire agreement as between the parties.
- 6.7 It is the responsibility of the Customer to verify that the Products received are in all respects in accordance with the Customer's order and the Customer shall examine them to determine that they are suitable for the intended use and free from any defects.
- 6.8 Any claim for incorrect supply of goods or for defective goods must be notified by the Customer to ABS Australia within 24 hours of receipt of the Products. If no such notification is given within the 24 hour period, then it shall be deemed that the Products have been accepted as being of merchantable quality and are free from defects and the Customer is hereby prevented from subsequently pleading otherwise.
- 6.9 The Customer warrants that it shall hold ABS Australia harmless for any indirect, special or consequential liabilities, losses, charges, damages, costs and expenses suffered by the customer howsoever caused including, but not limited to, pure economic loss, loss of anticipated profits, anticipated savings, goodwill, revenue, reputation, management time, business receipts or contracts or losses or expenses resulting from third party claim.

7. THIRD PARTY LIABILITY

- 7.1 ABS Australia is not liable for any loss, damage or liability of any kind suffered by any third party directly or indirectly caused by repairs or remedial work to the Products carried out without ABS Australia's prior written approval. The Customer shall indemnify ABS Australia against each loss, liability and cost arising out of such claims.
- 7.2 If at any time it is alleged that the Products infringe the rights of any third party or if in ABS Australia's reasonable opinion such an allegation is likely to be made, ABS Australia may at its option and at its own expense:
- a. modify or replace the Products without detracting from the overall performance of the Products, so as to avoid the infringement;
 - b. procure for the Customer the right to continue to use the Products; or
 - c. repurchase the Products from the Customer at the price paid by the Customer less depreciation at the rate that ABS Australia applies to its own equipment.
 - d. The Customer shall notify ABS Australia immediately of any claim made or action brought or threatened alleging infringement of the rights of any third party. ABS Australia shall have control over and conduct any such proceedings in such manner as it shall determine. The Customer shall provide all such reasonable assistance as ABS Australia may request. The cost of any such proceedings shall be borne by such proportions as the parties shall determine.
 - e. If ABS Australia or its employees or agents design the Products pursuant to a commission from the Customer (whether in consideration of any order or otherwise) then any copyright or design or other Intellectual Property Rights, as applicable, created in relation to the Products shall vest in ABS Australia. The Customer agrees that it shall do any acts and execute any documentation required by ABS Australia to secure the proper vesting of title to such copyright or design rights in ABS Australia.

8. PRODUCT & SERVICE DESCRIPTION

ABS attempts to be as accurate as possible in its Product and Service descriptions. However, ABS does not warrant that Product descriptions or other content of any ABS Product or Service are accurate, complete, reliable, current, or error-free. If a Product offered by ABS itself is not as described, Customer's sole remedy is to return it in unused condition and a credit will be issued to Customer's account.

9. INDEMNITY

Customer hereby, jointly and severally, agrees to defend, indemnify, and hold harmless ABS Australia, its officers, parents, agents, employees, independent contractors, and affiliates from any all claims, losses, damages or expenses of whatever form or nature, including actual attorneys' fees and other costs of legal defense arising out of or related to (i) the breach of any representation, warranty or covenant made by Customer to an End-User not contained herein, (ii) the marketing or sale of the Products, in each case, by Customer (including the use of the Intellectual Property), (iii) negligence or other tortious conduct, (iv) representations or statements not specifically authorized by ABS Australia herein or otherwise in writing, (v) violation by Customer (or any of its directors, officers, employees or agents) of any applicable law, regulation or order, and (vi) claims by any of Customer's employees or agents; provided that such obligation to indemnify shall not exist insofar as such claims described above are related to or arise from ABS Australia's negligence, willful misconduct or breach of these Terms.

10. SUSPENSION AND TERMINATION.

- 10.1 If the Customer becomes subject to any of the events in Section 10(b) or ABS Australia has reason to believe that the Customer will become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to ABS Australia, ABS Australia may:
- a. stop any Products in transit and suspend further deliveries; and/or
 - b. suspend work on the contract; and/or
 - c. hold by way of lien all materials or other property of the customer in the possession of ABS Australia in respect of work carried out or to be carried out by ABS Australia for the Customer or for the general balance of account for the time being owing to ABS Australia by the Customer; and/or
 - d. terminate the contract forthwith and if the Products or any part of them have been delivered and/or provided but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary but without prejudice to ABS Australia rights to any unpaid price for Products provided under the contract and to damages for loss (both direct, indirect and consequential) suffered in consequence of such termination.
- 10.2 For the purposes of Section 10(a), the relevant events are:

- a. the Customer fails to give delivery instructions or take delivery of the Products or make any payment when it becomes due (either under the contract or under any other contract or transaction between ABS Australia and the Customer) or commits any other breach of the contract and fails to remedy the same within seven (7) days of receiving ABS Australia's request in Writing so to do, or shall act in such a way as to impede or interfere with ABS Australia's performance of the contract;
 - b. the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case or (being a partnership) has any partner to whom any of the foregoing apply;
 - c. the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
 - d. (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
 - e. (being an individual) the Customer is the subject of a bankruptcy petition or order;
 - f. a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;
 - g. (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
 - h. (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
 - i. a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
 - j. any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Conditions 6(b)(ii) to (ix) (inclusive);
 - k. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
 - l. the Customer's financial position deteriorates to such an extent that in ABS Australia's opinion the Customer's capability to adequately fulfill its obligations under the contract has been placed in jeopardy; and
 - m. (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 10.3 Any termination or suspension of a contract in accordance with these Conditions shall not relieve the Customer of the obligation to pay to ABS Australia all charges accrued under the relevant contract in respect of the Products provided prior to the date of termination or suspension (as applicable).
- 10.4 ABS Australia shall within fourteen (14) days after the date of termination refund to the Customer any payment made by the Customer under the contract representing a prepayment for the Products not yet delivered prior to the date of termination but after deduction of any amount owed to ABS Australia by the Customer whether or not under the contract.
- 10.5 In the event of ABS Australia being prevented from completing the contract either wholly or in part in accordance with the terms thereof by a Force Majeure Event then further performance of the contract shall be suspended for the period during which ABS Australia is so prevented provided that in the event of the contract being suspended for a continuous period of more than three months then either party may give the other notice in Writing to terminate the contract forthwith and in such circumstances the Customer shall pay for all Products provided to the date of such termination, such payments to be made on or before the last day of the month following the month during which termination was effected. ABS Australia shall be under no liability whatsoever to the Customer for any direct, indirect or consequential loss or damage suffered by the Customer as a result of ABS Australia's inability to perform its obligations under the contract in these circumstances.
- 10.6 If ABS Australia shall be prevented from delivering Products in accordance with the contract as a result of (i) delay or default on the part of the Customer; or (ii) any other reason beyond ABS Australia's reasonable control, and the contract is not terminated in accordance with the other provisions of this Section 6 ABS Australia shall be entitled to reschedule the date or dates for such delivery of the Products to such time or times as it shall reasonably require taking into account its commitments to third parties. In the event of (i) above ABS Australia shall also be entitled to be paid storage charges for the relevant Products (and such Products shall be at the sole risk of the Customer) and to make a reasonable charge in respect of the ABS Australia representative's visit to the Customer's premises when provision of the relevant Products was so prevented.

10.7 Termination of the contract, howsoever arising, shall be without prejudice to the accrued rights and liabilities of the parties and shall not affect any continuing obligations of the parties under these Conditions. Conditions which expressly or by implication survive termination of the contract shall continue in full force and effect.

11. CONFIDENTIALITY

11.1 Customer acknowledges Customer may acquire information that is confidential to ABS Australia, whether or not reduced to writing, such as price lists, sales and technical bulletins, offers, or any other information relating to the business of ABS Australia that is divulged to that is not generally known outside ABS Australia. Customer acknowledges that this information is treated as confidential by ABS Australia, that ABS Australia takes meaningful steps to protect the confidentiality of this information, and that ABS Australia has at all times directed Customer to maintain the confidentiality of this information. Customer agrees that it will not for a period of one (1) years, disclose any Confidential Information of ABS Australia received or learned by Customer.

11.2 ABS Australia shall, to the extent that it processes any personal data in connection with the Customer, (i) act only on instructions from the Customer in relation to its processing of the Personal Data; (ii) implement and maintain appropriate technical and organizational measures to ensure that the Personal Data is kept secure, together with appropriate technical and organizational measures to protect the Personal Data against unauthorized or unlawful processing, accidental loss or destruction or damage; and (iii) use and retain personal data only for the purposes of fulfilling its obligations under the contract.

12. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

12.1 The Customer warrants that the information provided in or as required by these Terms and any relevant contract is accurate, complete and presents a true and fair view in all material respects.

12.2 The Customer certifies that the Customer is authorised to:

- a. make this application;
- b. provide the requested information;
- c. agree to these Terms of sale; and
- d. undertake to supply further details as required by ABS Australia in establishing the Customer's credentials.

12.3 ABS has a privacy policy which can be accessed via its website www.abs.com.

12.4 The policy contains information on how the customer may access the personal information held by ABS, how they can seek to correct the information, how to make a complaint about a breach of the Australian Privacy Laws and how ABS will deal with such a complaint.

12.5 Collection of information

- a. The Customer agrees that ABS may collect personal information if it is reasonably necessary for its business practices.
- b. If ABS is unable to collect certain information from the individual this may effect the customer's ability to contract with ABS.
- c. The Customer agrees that ABS Australia may obtain information about the Customer's commercial activities or commercial credit worthiness from any business which provides information about the commercial credit worthiness of persons, for the purpose of assessing whether or not to extend credit to the Customer and for the purpose of assisting in the collection of overdue payments.

12.6 Exchange of information

- a. The Customer agrees that ABS Australia may exchange information (including a credit report) relating to the Customer's credit worthiness with other credit providers:
- b. to assess an application by the Customer for credit;
- c. to notify other credit providers of a default by the Customer;
- d. to exchange information with other credit providers as to the status of the Customer's credit arrangements where the Customer and/or Guarantor is in default with other credit providers; and
- e. to assess the Customer's credit worthiness.
- f. The Customer understands that the information exchanged can include anything about the Customer's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988 (Cth) or any amendment thereof.

12.7 This information obtained, used and or disclosed by ABS may include:

- a. the Customer's identity particulars;
- b. the fact that the Customer has applied for credit and the amount;
- c. the fact that ABS Australia is a current credit provider to the Customer;
- d. payments which are overdue by more than 60 days, and for which debt collection action has started;
- e. advice that the Customer's payments are no longer overdue in respect of any default that has been listed;
- f. information that, in the opinion of ABS Australia, suggests that the Customer has committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with the Customer's credit

- obligations);
- g. cheques drawn by the Customer for \$100 or more which have been dishonoured more than once; and
 - h. any other information permitted to be included in a credit information file under the Privacy Act 1988 (Cth).
- 12.8 Credit Information and Credit Reports
- a. The ABS website contains information about credit reporting, including the credit reporting bodies that ABS is likely to disclose information to.
 - b. A statement of 'notifiable matters' are contained on the ABS website. Key issues contained in the statement of 'notifiable matters' are:
 - (i) what the credit reporting body may do with the information that ABS supplies;
 - (ii) the consequences of the Customer failing to meet its repayment obligations or commits a serious credit infringement;
- 12.9 Customers' rights.
- a. The Customer may request a copy of the statement of notifiable matters in an alternative form, such as a hard copy.
 - b. The Customer agrees that ABS Australia may obtain a consumer credit report containing information about the Customer from a credit reporting agency for the purpose of:
 - (i) assessing any application made by the Customer for commercial credit from time to time; or
 - (ii) collecting overdue payments from the Customer.
- 12.10 Information relating to credit reporting can be accessed on ABS' website. Key information contained on the website includes, but is not limited to:
- a. names of credit reporting bodies that ABS deals with;
 - b. consequences if the customer fails to meet repayment obligations;
 - c. the rights of the customer to access, correct or complain about information held by ABS;
 - d. the customer may request a copy of the credit policy in an alternative form, such as a hard copy.
- 12.11 Guarantors
- a. The Customer agrees that ABS Australia may give to a person or corporation who is currently a Guarantor, or whom the Customer has indicated is considering becoming a guarantor, a credit report containing information about the Customer for the purpose of that person or corporation deciding whether to act as a guarantor, or in the case of a current Guarantor to keep that person or corporation informed about the guarantee. The Customer understands that the information disclosed can include anything about the Customer's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act 1988 (Cth), and includes a credit report.

13. GENERAL PROVISIONS

- 13.1 Genus Anti-Corruption and Bribery Policy. ABS Australia (through its parent company Genus Plc) maintains an Anti-Corruption and Bribery Policy to ensure all business is conducted in an honest and ethical manner. ABS Australia takes a zero-tolerance approach to bribery and corruption and is committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate. ABS Australia is proactive in implementing and enforcing effective systems to counter bribery and will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate. Customer agrees to hold itself, including its officers, directors, employees, agents, affiliates, assigns, predecessors, successors, anyone claiming under it, and any third-party contractors performing business on behalf of Customer in conjunction with ABS Australia Products, accountable to the ABS Australia/Genus Anti-Corruption and Bribery Policy. A copy of the ABS Australia/Genus Anti Corruption and Bribery Policy will be made available to Customer at Customer's request.
- 13.2 Entire Agreement; Governing Law. This Agreement, including the Schedules hereto, represents the entire agreement between the parties on the subject matter hereof and supersedes all prior discussions, agreements and understandings of every kind and nature between them. No amendment, modification or other change of these Terms will be effective unless in writing and signed by both parties. This Agreement shall be construed, enforced and performed in accordance with the laws of Victoria.
- 13.3 Notices. All notices under these Terms shall be in the English language and shall be in writing and addressed to that other party at its registered office or principal place of business.
- 13.4 Force Majeure. Except to the extent as provided in section 6(f), neither party shall be in default hereunder by reason of any failure or delay in the performance of any obligation under these Terms where such failure or delay arises out of any cause beyond the reasonable control and without the fault of negligence of such party.
- 13.5 Non-assignment; Severability. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of ABS Australia, and may be assigned by ABS Australia, provided that written notice of such assignment is given to Customer. Customer shall not sell, assign, delegate or otherwise transfer these Terms or any of its rights or obligations hereunder (by merger, operation of law, or otherwise) without the prior written consent of ABS Australia, except that the Customer shall be entitled to sell, assign, delegate or otherwise transfer these Terms to an

entity owned solely by the Customer so long as the Customer continues to own such entity. The illegality or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any legal and enforceable provisions hereof.

13.6 Waiver. The waiver by either party of any breach by the other of any provision of these Terms shall not prevent the subsequent enforcement of any such provision.

13.7 Insurance. ABS Australia's insurance policies do not extend to Customer. ABS Australia shall not be responsible, in any regard, for negligence on the part of the Customer for not obtaining adequate insurance.

13.8 Marketing Materials. None of ABS Australia's advertising or other promotional material is intended to constitute any representation or warranty as to its subject matter and no such material shall form part of any contract between ABS Australia and the Customer. The accuracy of any such material is not guaranteed and the contracting party shall not be entitled to rely upon it for any purpose relating to the observance or performance by ABS Australia of any obligation under any contract.