

HITACHI ENERGY GENERAL TERMS AND CONDITIONS FOR SERVICES (2021-11 AUSTRALIA)

FOR: These General Terms and Conditions (the "Contract") for Services applies to the performance of maintenance, inspections, repair, modification, installation, commissioning and recommissioning works performed by Hitachi Energy Australia Pty Ltd (ABN 29 010 087 608) on equipment, associated goods and the supply of spare parts (the "Equipment").

1 DEFINITIONS

"Hitachi Energy" means Hitachi Energy Australia Pty Ltd.

"Customer" means the person, company or other relevant legal entity to whom or to which this document is addressed.

"Services" means the maintenance, inspections, repair, modification, commissioning and recommissioning works performed by Hitachi Energy to the Customer as indicated in an Order.

"Equipment" means equipment, associated goods and the supply of spare parts required to be installed as part of the Services.

"day" or "days" means calendar days unless stated otherwise.

"Order" means the purchase order issued by the Customer and accepted by Hitachi Energy in clause 2.

2 GENERAL

- 2.1 Hitachi Energy's obligation to perform this Contract shall come into effect upon receipt of Hitachi Energy's written acknowledgement stating its acceptance of the Customer's Order ("Order Acknowledgement") provided that, in particular, the necessary permits have been obtained from the authorities by the Customer.
- 2.2 Quotations that do not contain a set period for acceptance are binding for a period of 30 days after the quotation date by Hitachi Energy.
- 2.3 General contract conditions of the Customer or any other contract terms shall not apply, and the terms of this Contract will apply notwithstanding any offer or counteroffer that seeks to apply the Customer's or any other terms and conditions.
- 2.4 All agreements and legally relevant declarations must be in writing.

3 SCOPE OF SERVICES

- 3.1 The scope of Services of Hitachi Energy is exhaustively set out in the Order Acknowledgement, any appendices thereto and the work report prepared by Hitachi Energy. Any rights in relation to the findings of any inspection carried out in accordance with clause 6.2 of this Contract are reserved.

4 DESIGNS, TECHNICAL DOCUMENTATION AND SOFTWARE

- 4.1 Designs, drawings and technical documents and data contained in software are only binding insofar as they form an integral part of the contract.
- 4.2 Hitachi Energy retains all rights to designs, drawings, technical documents and software. The Customer acknowledges these rights and shall not make such designs, drawings, documents and software available to

any third party, either in whole or in part, nor use them for any purpose other than the agreed upon purpose(s) without the prior written consent of Hitachi Energy.

- 4.3 If the Services include software, the Customer is hereby granted the non-exclusive and non-transferable right to use the software for the agreed purpose. The Customer is not entitled to make copies (except for the purposes of archiving, error searches or for the replacement of defective data carriers) or to update, upgrade or make any other extensions to the software. The Customer may not disassemble, decompile, decipher or reverse engineer the software without the prior written consent of Hitachi Energy. If the Customer breaches any of these provisions, Hitachi Energy may immediately revoke the right to use the software.

5 REGULATIONS AND STANDARDS

- 5.1 The Customer shall, at the latest when placing the Order, refer Hitachi Energy in writing to the standards and regulations applicable to the provision of the Services, the operation of the Equipment and health and safety. The Customer shall make Hitachi Energy aware of any special consideration to be shown to the Customer itself or third parties during the provision of the Services. If such special considerations were not notified prior to the creation of this Contract and considered in the quoted price and any period for performance of the Services, as applicable, Hitachi Energy may be entitled to a variation to the price, or the time for performance or both.

6 PROVISION OF SERVICES

- 6.1 Hitachi Energy shall provide the Services in a professional manner and through qualified personnel. Hitachi Energy may provide the Services through third parties as subcontractors.
- 6.2 The Equipment shall be inspected by Hitachi Energy to determine the material and work required. If the inspection shows that additional Services that go beyond the agreed scope of Services are necessary, Hitachi Energy shall offer such Services.
- 6.3 Hitachi Energy may provide the Services at its own premises.
- 6.4 Hitachi Energy shall, upon request in writing, inform the Customer of the Services provided. The time spent preparing the report shall be invoiced as working time.
- 6.5 Unless otherwise agreed, replaced parts shall remain the property of the Customer.
- 6.6 If Hitachi Energy personnel are significantly prevented from providing the Services for reasons for which Hitachi Energy is not responsible, Hitachi Energy may order such personnel to return. In such event and if personnel are retained after having provided the Services, the waiting time shall be invoiced to the

Customer as working time at the appropriate rates as well as any travel expenses plus daily allowances.

7 OBLIGATIONS OF THE CUSTOMER

- 7.1** The Customer shall make available to Hitachi Energy the technical documents regarding the Equipment in good time and as fully as possible. If Hitachi Energy requires additional information, the Customer shall procure supplementary technical documents from the producer of the Equipment in good time.
- 7.2** The Customer shall ensure that the necessary entry and exit, residence and work permits and all other permits for Hitachi Energy personnel and the permits for the import and export of tools, equipment, measuring and testing equipment and materials are granted in good time and remain valid.
- 7.3** The Customer shall carry out all construction and other preparatory work (including without limitation, isolation or isolation assistance and the availability of relevant Customer plant or equipment) professionally and, if applicable, in accordance with any documentation supplied by Hitachi Energy. The Customer shall undertake all that is necessary in order that Services can be commenced on time and carried out without hindrance or interruption.
- 7.4** The Customer shall ensure that the transport access routes to the workplace are usable, that access to the workplace is guaranteed, all necessary rights of way are secured and that the workplace itself is in a condition allowing installation work to commence.
- 7.5** The Customer shall take all accident prevention measures required. If the Customer fails to take such measures and if the safety of personnel is not guaranteed, Hitachi Energy may at any time refuse or stop the provision of Services and order the return of its personnel. Hitachi Energy may also refuse or stop the provision of Services or order its personnel to return if the safety or health of personnel is not guaranteed for any other reasons. The Customer shall provide any necessary assistance should any of Hitachi Energy's personnel suffer an accident or become ill.
- 7.6** The Customer shall arrange, where applicable, for the provision of accommodation (for example, as appropriate, heated or air- conditioned, lockable, working, living and changing rooms for Hitachi Energy personnel, including suitable sanitary facilities throughout the period of provision of Services. In addition, the Customer shall provide lockable, dry rooms for the storage of tools, equipment and material. All these rooms shall be located, if possible, in the immediate vicinity of the workplace.
- 7.7** The Customer shall procure spare parts in a timely manner according to Hitachi Energy's specifications and shall make them available to Hitachi Energy's personnel unless Hitachi Energy is obliged to deliver spare parts.
- 7.8** The materials and spare parts to be used for the Services shall be stored in accordance with Hitachi Energy's instructions in such a manner that they are protected from any damaging influences. Before the provision of the Services commences, the materials and spare parts shall be checked by the Customer for completeness and damage in the presence of a Hitachi

Energy representative. Should any material or spare parts be lost or damaged, they shall be re- supplied or repaired by the Customer or, upon the Customer's request, by Hitachi Energy at the Customer's expense.

- 7.9** The Customer shall provide the following in accordance with Hitachi Energy's instructions:
- (i)** Qualified skilled and unskilled workers with the necessary tools and equipment. These workers shall comply with the working instructions of Hitachi Energy personnel. In no event shall any employment or other legal relationship to Hitachi Energy be established by the giving of such instructions;
 - (ii)** Cranes and other lifting devices, in good working order, with attendant personnel, appropriate scaffolding and means of transport for personnel and materials, appropriate workshop equipment and measuring equipment;
 - (iii)** All necessary consumable and installation materials, cleaning materials, lubricants and miscellaneous sundry items;
 - (iv)** Electricity and lighting (including the necessary connections to the workplace), heating, compressed air, water, steam and fuel;
 - (v)** Sufficient means of communication, at least telephone and fax connections and a PC modem;
 - (vi)** Software required by Hitachi Energy.
- 7.10** The Customer shall be responsible for the disposal of replaced parts of the Equipment and consumable materials, such as oils, gases, dust, etc. in an environmentally friendly manner.
- 7.11** Any tools made available to Hitachi Energy by the Customer shall be returned to the Customer after completion of the Services. Unless instructions to the contrary are given, these tools shall be kept available on the workplace, at the Customer's risk.
- 7.12** The Customer is liable for losses and damages caused by its personnel irrespective of whether Hitachi Energy personnel manage and supervise the Services unless the losses and damages can be proved to have been caused through grossly negligent instructions or supervision by Hitachi Energy personnel.
- 7.13** The Customer is liable for losses and damages caused by material, spare parts, tools and equipment provided by the Customer irrespective of the fact that Hitachi Energy personnel may have used them without complaint.
- 7.14** The Customer shall fulfil its obligations in time and correctly and without cost to Hitachi Energy. If the Customer does not fulfil its obligations, in whole or in part, Hitachi Energy may, in particular, fulfil such obligations itself at the Customer's risk or have them fulfilled by a third party. The costs shall be borne by the Customer in any event. The Customer shall release Hitachi Energy from any liability for claims of third parties and indemnify Hitachi Energy for any loss suffered therefrom.

8 RESERVATION NOTICE

- 8.1** Express reservations by Hitachi Energy personnel to the Customer regarding conditions, employment, safety or

usability of the Equipment and express reservations by Hitachi Energy personnel regarding instructions, directives or measures by the Customer or regarding actual circumstances may be made in writing or orally and are deemed to be reservation notices by Hitachi Energy relieving Hitachi Energy of any liability.

time lost due to reasons for which Hitachi Energy is not responsible.

9 WORKING TIME

- 9.1 Subject to any important regulations to the contrary at the workplace, or anything in the Special Conditions to the contrary, the working times shall be as set out in the offer.
- 9.2 The working hours of Hitachi Energy personnel shall be divided according to the Customer's requirements and the local conditions. The normal daily working hours shall be between 7 a.m. and 5 p.m.
- 9.3 Working hours in excess of the normal weekly or daily working times shall be considered to be overtime. Overtime work is only permitted when agreed upon by both parties. Overtime work should not, as a rule, exceed the daily working time by more than two hours and the normal weekly working time by more than ten hours.
- 9.4 The normal working hours for night work on working days are between 5 p.m. and 7 a.m. (except night work overtime). Overtime worked between 5 p.m. and 7 a.m. is considered to be night work overtime.
- 9.5 Work on Saturdays, Sundays or on other weekdays that are rest days at the workplace is considered to be Sunday work. Holiday work is considered to be work on days that are statutory holidays at the workplace.

10 TRAVELLING TIME AND TIME CONSIDERED TO BE WORKING TIME

- 10.1 Travelling time, an appropriate time for preparatory work necessary for the provision of the Services and winding-down time after the journey shall be regarded as working time in accordance with clause 9.1. Travelling time includes:
 - (i) the time required for the journey to and from the workplace;
 - (ii) the time required to move into the accommodation at the workplace and the time required for official registration and departure formalities.
- 10.2 If it is not possible to obtain suitable accommodation and/or adequate catering facilities near the workplace, the time required each day to travel between the accommodation and/or catering facilities and the workplace in excess of one half hour per single journey (travelling time) shall be charged as working time. All expenses arising from the above and the cost of the use of suitable means of transport or a hire car shall be paid by the Customer.
- 10.3 If Hitachi Energy personnel are hindered in providing the Services due to reasons for which Hitachi Energy is not responsible, or if Hitachi Energy personnel are retained on site after completion of the Services for any reason whatsoever, Hitachi Energy is entitled to invoice the waiting time as working time. All other costs associated with such hindrance or retention shall also be paid by the Customer. These provisions also apply to any other

11 PRICES

11.1 Basis

The Services shall be invoiced according to time and material on the basis of Hitachi Energy's rates at the time of the provision of the Services, unless a lump sum has been agreed. Technical documents, inspection reports, expert opinions, evaluation of measurements and the like which must be prepared in connection with the contract shall, in particular, be invoiced according to time and material.

Any and all additional costs, such as for freight, insurance, fees for export, charges imposed on import and export of tools to be provided by Hitachi Energy, transit, fees resulting from local medical regulations, import and other permits and for certifications, shall be borne by the Customer.

- 11.2 Upon request, Hitachi Energy shall inform the Customer of any inspection findings prior to the provision of the Services. Hitachi Energy provides no guarantee in respect of information regarding the amount of the costs to be expected. If the Customer waives the provision of the Services based on the findings of the inspection, the costs of the inspection, the assembly and the disassembly shall be invoiced.

11.3 Taxes, Levies, Fees and Social insurance Contributions

Taxes, including without limitation value added taxes (VAT), Goods and Services Tax (GST), levies, fees, social security contributions and the like, which Hitachi Energy or its personnel must pay in connection with this contract or its fulfilment, in particular for the provision of Services outside Australia as well as the administrative costs connected therewith, shall be borne by the Customer.

If taxes, including without limitation VAT, GST, levies, fees, social insurance contributions or the like are levied against Hitachi Energy or administrative costs are incurred, they shall be reimbursed by the Customer within 30 days of receipt of a copy of the respective documents.

11.4 Work invoiced on a Time and Materials Basis

The Services provided shall be invoiced as follows:

A. Personnel Costs

The Customer shall certify the time sheets of Hitachi Energy personnel showing time spent in performance of the Services. If this certification is not undertaken by the Customer in due time or is undertaken by personnel not competent for this purpose, the time sheets of Hitachi Energy personnel shall serve as a basis for calculation of invoices.

Unless Special Conditions provide otherwise, the rates given in the Appendix shall apply to the working time, overtime, night work, night work overtime, Sunday and public holiday work, travelling time and other times

regarded as being equivalent to working time. A maximum of 12 hours per day shall be invoiced as travelling time. When work is carried out under dirty or especially difficult conditions, for example at great heights or depths, or when special protective clothing or breathing equipment must be worn, a surcharge per working hour shall be invoiced, in addition to the general rates and to the costs of board and lodging.

B. Travelling Costs

The costs for the journey to and from the workplace, and for travelling within the country where the Services are to be provided using means of transport chosen Hitachi Energy, shall be invoiced to the Customer based on expenditure with an addition for administration.

C. Costs of Board and Lodging (Daily Allowance)

The Customer shall provide Hitachi Energy personnel with good and adequate board as well as good, clean, heated and/or air-conditioned and lockable single accommodation at the workplace or in its vicinity in a standard at least equivalent to Customers' own employees' accommodation.

D. Cost of Tools and Equipment

Hitachi Energy shall provide its personnel with the normal tools for providing the Services. Further tools, equipment, measuring and testing equipment and materials shall be invoiced to the Customer. The duration of use shall be calculated from the day the items are dispatched from Hitachi Energy's premises until their return.

Tools and equipment, measuring and testing equipment and materials retained by the Customer shall be invoiced to the Customer at the replacement value. Transport and insurance costs and all expenses, measuring and testing equipment and material shall be borne by the Customer.

E. Costs for Consumables and Sundry Materials

Consumables, installation and sundry materials supplied by Hitachi Energy shall be charged according to cost and administration.

F. Costs in Connection with Illness and Accident

In the event of illness of or accident to Hitachi Energy personnel, the Customer shall ensure the necessary appropriate medical treatment and care in compliance with applicable environmental, health and safety legislation. Hitachi Energy's right to take its personnel home at any time shall however not be prejudiced thereby. Hitachi Energy shall bear all costs arising therefrom.

11.5 Work Invoiced as Lump Sum

11.5.1 The lump sum price covers the Services to be provided by Hitachi Energy which have been agreed upon in writing.

If the Customer has not provided the preparatory work or services to be provided by it in good time or satisfactorily, Hitachi Energy may adjust the lump sum price. Hitachi Energy is also entitled to

such an adjustment if Hitachi Energy personnel are prevented from providing the Services or are retained for any reason whatsoever after completion of the Services.

11.5.2 All additional costs incurred by Hitachi Energy due to circumstances for which it is not responsible, such as subsequent changes of the agreed Services, waiting times, interruption times, additional work or travelling shall be borne by the Customer.

12 TERMS OF PAYMENT

12.1 Subject otherwise to the special conditions, the price and costs shall be invoiced fortnightly. Payment terms will be detailed in the appendices.

12.2 All amounts owed to Hitachi Energy are payable within 30 days of the invoice date.

12.3 If the Customer, for any reason, is in arrears with any other payment, or if Hitachi Energy is seriously concerned that it will not receive payments in total or in due time due to circumstances having taken place since the entering into of this Contract, then Hitachi Energy, without prejudice to any other claims, may suspend the further performance of this Contract until new terms of payment and delivery have been agreed upon and until Hitachi Energy has received sufficient security. If such agreement cannot be reached within a reasonable time, or if Hitachi Energy does not receive sufficient security, Hitachi Energy may terminate the Contract and claim damages, including compensation for loss of profit.

12.4 If the Customer exceeds the agreed periods of payment, it shall be liable, without reminder and with reservation of the right to bring further claims, for interest at a rate depending on the terms prevailing at Hitachi Energy's domicile, but not less than 9 percent per annum. The contractual payment obligations remain in force.

13 COMPLETION PERIOD

13.1 A completion period is only binding when accepted in a written agreement that also covers, in particular, the scope of the Services to be provided. The completion period begins as soon as, in Hitachi Energy's opinion, all preliminary requirements for the commencement of the provision of the Services have been fulfilled.

13.2 An agreed completion period shall be deemed to have been complied with if, upon its expiry, the Equipment is ready for their agreed operation, even though individual parts may still be missing, or some readjustments may still be necessary.

13.3 Compliance with the agreed completion period is conditional upon the Customer fulfilling all its contractual and non-contractual obligations to Hitachi Energy.

13.4 The completion period shall be extended for a reasonable term if:

- (i) the information required for performance of the Contract is not made available to Hitachi Energy in time or is incomplete, or if the Customer subsequently changes such information; or
- (ii) the Customer or a third party is in delay with work it has to execute, or the Customer is in delay in the performance of its contractual obligations; or
- (iii) impediments exist which Hitachi Energy, despite the use of the required level of care cannot

prevent, regardless of whether such impediments arise at Hitachi Energy's, the Customer's or a third party's premises.

Such impediments include in particular, significant operating breakdowns, accidents, labour conflicts, late or deficient delivery of raw materials, semi-finished or finished products, measures taken or omissions by any state authorities; or

(iv) any other circumstances arise for which Hitachi Energy is not responsible.

13.5 If the agreed completion period is not complied with, the Customer may claim damages for delay if it can be proved that the delay was caused through the fault of Hitachi Energy. Unless otherwise agreed in the special conditions, damages for delay shall not exceed 1/2 percent for each full week's delay and shall in no event whatsoever altogether exceed 5 percent of the Contract price for the Services for the part of the Equipment that could not be put into operation on time due to the delay. Such damages shall be the exclusive monetary remedy for delay other than termination if the limit on such liquidated damages is reached.

13.6 If a specific date is agreed instead of a completion period, such date shall correspond to the last day of an agreed completion period, clauses 13. 1 to 13.5 of this Contract shall apply thereto.

13.7 All claims of the Customer arising from or in connection with delays in the performance of the Contract are regulated expressly and exhaustively by this clause 13. All other and further claims are excluded.

14 RISK

14.1 The Customer shall bear the risk of accidental damage to and loss of the Equipment and the materials, spare parts and equipment made available by it. Hitachi Energy may claim payment of the agreed price even when the Services cannot be provided or can only partially be provided due to damage to or loss of the Equipment.

15 ACCEPTANCE OF THE SERVICES

15.1 The Services shall be ready for acceptance when the Equipment is ready to be put into operation as agreed. The Services shall also be deemed to be ready for acceptance even if individual parts of the Equipment are missing or additional work is still to be executed on them or if the Equipment cannot be commissioned for reasons for which Hitachi Energy is not responsible.

15.2 As soon as Hitachi Energy has notified the Customer that the Services are ready for acceptance, they shall be inspected by the Customer in the presence of a representative of Hitachi Energy. Any defects are to be reported immediately in writing to Hitachi Energy. If the Customer fails to report any defects, the Services shall be deemed to have been provided and to have been accepted.

15.3 Acceptance shall also be deemed as having taken place:

(i) if the acceptance does not take place on the date arranged for reasons for which Hitachi Energy is not responsible; or

(ii) if the Customer refuses to sign an acceptance report; or

(iii) as soon as the Customer puts the Equipment into operation; or if the Customer refuses the acceptance without being entitled to do so.

15.4 To the extent that Hitachi Energy is responsible for defects discovered during acceptance, it shall remedy such defects as soon as possible. The Customer shall grant Hitachi Energy sufficient opportunity and time to do so.

15.5 All claims by the Customer arising from or in connection with defects in the Services are regulated expressly and exhaustively by clause 15 and clause 16. Other and further claims are excluded.

16 WARRANTY

16.1 Unless another period has been agreed in the Special Conditions, Hitachi Energy warrants for a period of three months after acceptance of the Services, that the Services have been provided in a professional and careful manner. If acceptance of the Services is delayed for reasons for which Hitachi Energy is not responsible, the warranty period shall end at the latest 18 months after the completion of the Services.

16.2 If it is discovered and proved before the expiry of the warranty period that the Services have not been provided in a professional and careful manner, Hitachi Energy shall at its option remedy the Services concerned within a reasonable period upon written request of the Customer, provided that the Customer has notified Hitachi Energy in writing of the defects during the warranty period and immediately after discovery. Hitachi Energy shall bear its own costs in remedying the defects.

16.3 Hitachi Energy's liability for defects in respect of services provided by subcontractors nominated by the Customer shall be no greater than such subcontractors' warranty obligations.

16.4 Any warranty claims of the Customer are expressly and exhaustively regulated by this clause 16. Other and further claims are excluded.

17 CONTRACT PERFORMANCE

17.1 In all cases where contractual performance is not duly effected and where not expressly covered by the terms of this Contract, the Customer shall grant Hitachi Energy a reasonable additional period to remedy its performance. If such additional period lapses and is unused due to fault on the part of Hitachi Energy, the Customer may terminate this Contract with respect to the Services not in conformity with this Contract or provision of which is anticipated not to be in conformity with the contract. In such event, Hitachi Energy is only liable for reimbursement of sums already paid for the parts of the Services affected by the termination.

17.2 In the event of a contract termination by the Customer in accordance with clause 17.1, the provisions of clause 20 of this Contract shall apply with regard to any liability of Hitachi Energy.

18 TERMINATION OF THE CONTRACT BY HITACHI ENERGY

- 18.1 This Contract shall be amended as appropriate if unforeseen events substantially change the scope, nature or the content of the Services or substantially affect the fulfilment of the Contract by Hitachi Energy, or if performance of the services subsequently becomes entirely or partially impossible.

If Hitachi Energy intends to terminate the Contract for cause, it shall, inform the Customer in writing. In the event of termination of this Contract, Hitachi Energy shall be entitled to payment for the Services already provided.

19 EXPORT CONTROLS

- 19.1 The Customer acknowledges that the Services may be subject to Australian and/or statutory legal provisions and regulations regarding export control and, without export or re-export permits from the competent authorities, may not be sold, leased or otherwise transferred or used for a purpose other than that agreed upon. The Customer agrees to comply with such provisions and regulations. The Customer acknowledges that such provisions and regulations may change and are applicable to this Contract according to the wording valid at the time.

The Services may neither directly nor indirectly be used in any way in connection with the design, production, use or storage of chemical, biological or nuclear weapons or carrier systems.

20 LIMITATION OF LIABILITY

- 20.1 Notwithstanding anything else contained in this Contract or otherwise to the contrary, Hitachi Energy shall not be liable (to the fullest extent permitted at law) whether by way of indemnity, guarantee, or by reason of any breach of contract, or of statutory duty or by reason of tort (including but not limited to negligence) or any other legal principle or doctrine for:

- (i) any loss of profits, loss of use, loss of data, loss of revenue, business interruption or loss of anticipated savings or for any similar financial or economic loss (whether direct or indirect) or for any consequential or indirect loss or damage whatsoever; or
- (ii) any other amount which in aggregate with any other liability (being any past, present or future liability) to which this clause applies, that exceeds the aggregate value of all payments of the Contract price made under this Contract.

21 RIGHT OF RECOURSE BY HITACHI ENERGY

- 21.1 In the event of injury to persons or damage to property of third parties as a result of actions or omissions by the Customer or its personnel for which Hitachi Energy is held liable, Hitachi Energy shall have a right of recourse against the Customer.

22 DATA SECURITY

The Services provided by Hitachi Energy may relate to Customer's information system or ICT Environment, which is

designed to be connected to and to communicate information and data via a network interface. It is the sole responsibility of the Customer to provide and continuously ensure a secure connection between the information system or ICT Environment and the Customer's network and any other network (as the case may be). It is the sole responsibility of the Customer to establish and maintain any appropriate measures (e.g. the installation of firewalls, application of authentication measures, encryption of data, installation of anti-virus programs, etc.) to protect the information system or ICT Environment including its network and external interfaces against any kind of security breaches, unauthorised access, interference, intrusion, leakage and/or theft or losses of data or information.

23 MISCELLANEOUS PROVISIONS

- 23.1 Amendments to the Contract must be in writing to become effective.
- 23.2 If a provision of this Contract should prove to be wholly or partially ineffective, the parties shall replace such provision with a new provision that comes as close as possible to the legal and economic effect of the original provision.

24 JURISDICTION AND APPLICABLE LAW

- 24.1 Place of jurisdiction shall be New South Wales Australia. Hitachi Energy may, however, also bring an action before the courts at the Customer's domicile.
- 24.2 This Contract shall be governed by laws in force in the State of New South Wales. The "United Nations Convention on the International Sale of Goods" of April 11, 1980, shall not apply.

25 APPENDICES

- 25.1 The following appendices (if any) form an integral part of the terms of this Contract for maintenance and repair Services. In the event of any discrepancies, the appendices shall prevail over the terms of this Contract.

Appendix 1: Schedule of rates

Appendix 2: Special conditions.

- SC1 All prices are in Australian Dollars (AUD). If the price was agreed in any other currency, the parties may claim a price adjustment if the exchange rate AUD/foreign currency deviates by more than +/- 1% from the Commonwealth Bank Published Sell Rate that was published at 12 noon Eastern Standard Time (EST) on the day the offer was made.

Appendix 3: Scope of Services