



**TERMS AND CONDITIONS OF SALE**

These are the entire Terms and Conditions of Sale of all goods merchandise and services ("the goods") supplied by **P & K MINING EQUIPMENT PTY LIMITED** (ACN 106 527 691 - ABN 79 106 527 691) ("PKM") and any associated and related companies or businesses to any person, firm or company placing an order with for the purchase of any goods ("the Customer"). Except as otherwise expressly agreed upon in writing between a duly authorised officer of PKM and the Customer, these Terms and Conditions shall apply notwithstanding any provisions to the contrary which may appear on any order form or other document issued by any Customer.

**GENERAL**

1. No quotation by PKM shall constitute an offer.
2. All orders placed with PKM shall only be accepted subject to these Terms and Conditions, and PKM is not bound to accept any order. PKM may at any time, and from time to time alter these Terms and Conditions of Sale and such altered Terms and Conditions of Sale shall apply from the date of alteration. A copy of current Terms and Conditions of Sale can be found on PKM's website, [www.pkmining.com.au](http://www.pkmining.com.au). The Customer acknowledges and warrants that he/she/it will regularly inspect the said website for any updated or altered Terms and Conditions and that there is no duty or obligation whatsoever on PKM to inform or advise the Customer of any such altered Term.
3. If a Customer cancels or alters any order or part order for special goods or standard goods with special materials at any time after PKM has received the order then PKM reserves the right to charge to the Customer the costs of any special goods or materials already acquired for the order together with the cost of any labour and tooling expended to the date of such cancellation or alterations.
4. Goods and Services Tax ("GST") Sales Tax or any other applicable tax or duty payable shall be paid by or re-imbursed by the Customer to PKM on demand and the Customer shall indemnify and keep indemnified PKM in respect of all taxes and duties including GST arising out of any sale of goods and equipment or the subsequent use of goods and equipment after the sale to the Customer.
5. The Customer acknowledges that PKM may collect personal and credit information in connection with PKM's dealings with the Customer or any Guarantor in accordance with PKM's Privacy Statement, Privacy Policy, Credit Reporting Policy and Statement of Notifiable Matters pursuant to the Credit Reporting Code, the Privacy Act 1988 (Cth), the *Privacy (Enhancing Privacy Protections) Act 2012*, and the Australian Privacy Principles, and the Customer consents to that information being collected. A copy of PKM's Privacy Statement, Privacy Policy, Credit Reporting Policy and Statement of Notifiable Matters will be provided to the Customer upon request in writing, and can be found at [www.pkmining.com.au](http://www.pkmining.com.au).
6. If any provision in these Terms and Conditions of Sale is or becomes void or unenforceable, it may be severed from these Terms without any effect on the validity or enforceability of the Terms and Conditions of Sale and PKM's rights, remedies or recourses will not in any way be prejudiced or adversely affected by such severance.
7. "Equipment" is defined as part of these terms as being new and/or used (unless otherwise specified) equipment and machinery, spare parts for machinery, replacement parts, maintenance parts and machinery parts.

**NEW EQUIPMENT AND SPARE PARTS**

8. PKM expressly warrants, (unless otherwise limited by it in writing), that it will make good any New Equipment supplied by it, where it can be:
  - a. shown to its satisfaction to be defective due to faulty workmanship or materials; and
  - b. which fails under normal use or operation within 12 months or 2000 hours from delivery.
9. PKM expressly warrants, (unless otherwise limited by it in writing), that it will repair or replace at its discretion original component parts or spare parts manufactured and originally supplied by it which can be:
  - a. shown to its satisfaction to be defective due to faulty workmanship or materials; and
  - b. which fails under normal use or operation within three months or 500 hours from delivery.
10. In the event PKM manufactures and supplies defective equipment or parts,

The Customer agrees PKM's liability is limited to making good any equipment or original component parts thereof which are returned by The Customer to PKM within the period set out in either Clauses 8a or 8b above as appropriate. The Customer agrees to prepay transportation charges for delivery and return.

11. This warranty shall not apply in respect of:
  - a. wear parts and other consumable parts;
  - b. spare parts not manufactured by PKM but it shall use all reasonable endeavours to enforce the warranty (if any) given by the manufacturer for the benefit of The Customer;
  - c. normal maintenance in accordance with operating manuals and instructions;
  - d. normal wear and tear, or service work specified in Clause 11.

**SECOND HAND GOODS**

12. Second hand goods supplied by PKM are on an "as is where is" basis, except that:
  - a. service work carried out by PKM on second hand goods as described in Clause 11 will carry service warranty as set out in that Clause, but this will not imply that the second hand goods on which the service is performed are warranted other than on an "as is where is" basis;
  - b. where second hand goods are sourced from others, PKM will use its best endeavours to make known to The Customer any warranties offered on the goods or work carried out on them by that other party, and assist The Customer where possible in gaining access to such warranty.

**SERVICE WORK**

13. PKM warrants (unless otherwise limited by it in writing) that it will correct and make good any service, maintenance or repair work on equipment supplied to The Customer which:
  - a. is shown to PKM's satisfaction to be defective due to faulty workmanship or materials; and
  - b. where an original component part or spare part is used by it in carrying out the repairs, the part fails under normal use or operation within three months from the date of delivery from its works or 500 hours of operation, whichever occurs first;
  - c. but shall not extend to include goods the property of The Customer on which service work is performed beyond workmanship, materials, components or spare parts described in Clauses 10a and 10b.
14. PKM'S liability under this express warranty is specifically limited to making good such service, maintenance or repair work when the equipment, components or spare parts repaired are returned to its works.
15. Where it is impractical to return equipment to PKM'S works, such work may be performed at The Customer's site, with all travel and accommodation costs for attendance at site, and other on site specific costs (including but not limited to cranes, scaffolding, and similar lifting and access etc) to The Customer's account.

**WARRANTIES**

16. The warranty referred to in Clauses 8-13 above shall not apply in respect of auxiliary equipment or component parts and service thereon not manufactured or carried out by PKM but it shall use all reasonable endeavours to enforce any warranty given by the manufacturer for the benefit of the Customer.

**Duly signed and accepted in full on behalf of \_\_\_\_\_**

Signature \_\_\_\_\_ Name \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

17. Any of the following events will preclude the operation of and/or the Customer relying on or enforcing any Warranty provided in Clauses 10-13:
  - a. operation beyond rated capacity or outside manufacturer's recommendation;
  - b. improper use including, without limitation, failure to observe gauge or warning signage, instructions or practices;
  - c. improper installation or maintenance including, without limitation, failure to replace or adjust worn components or use of contaminated lubricants or filtration;
  - d. improper application of the equipment or parts;
  - e. use of a part not approved for such use by the manufacturer;
  - f. damage caused by foreign influences including, without limitation, abnormal environmental conditions such as water and heat etc;
  - g. electronic failure of safety equipment or;
  - h. other items or events specified by PKM in its quotation and accepted by The Customer.
18. Without limitation to the preceding Clauses, the Warranties provided in Clauses 8-13 only apply if the machines or equipment are operated in accordance with the normal operating instructions set out in any manual or other material notified to The Customer by PKM.
19. PKM shall not be liable to any person for any loss or damage (including consequential loss or damage) caused by, or arising directly or indirectly from any failure of the equipment, component parts or spare parts or any part thereof or by delay in service, maintenance or repair pursuant to this contract, howsoever caused.
20. Except as provided in this contract and subject to the provisions of Clause 48, all warranties or conditions whether express or implied by law or contained in The Customer's specifications or order are excluded.
21. Subject to payment in full being made as defined in clause 22, PKM shall use its best endeavours to pass on to the Customer the benefit of any warranties or guarantees it receives in respect of goods or parts thereof supplied to the Customer.

**PRICES**

22. Prices quoted are firm for thirty (30) days and thereafter are subject to increases without notice, in the case of standard goods to the prices shown in PKM's price list current at the date of dispatch of the goods and in the case of special goods not included in PKM's price list to such increased amount necessary to cover any extra costs to PKM as a result of increases since the date of quotation in cost of materials, labour, freight, insurance, tariffs, duties, taxes and manufacturing costs generally.
23. All prices are in Australian Dollars (or such other denomination as may be agreed on at the time of entering into the agreement) and are subject to variation in accordance with the following:
  - a. PKM reserves the right to charge the Customer for any costs, charges or expenses whatsoever that it may incur as a result of:
    - i. Vehicle or wagon detention (to the extent that the same is not caused or contributed to by PKM);
    - ii. Demurrage on ships in consequence of any act or omission of the Customer; or
  - b. Any special requirements or stipulations of the Customer accepted by PKM but not provided for in the contract.

**TERMS OF PAYMENT**

24. The granting of credit to a Customer shall be at the absolute discretion of PKM and unless otherwise advised by PKM in writing, the Customer shall make payment of all amounts payable within thirty (30) days after the end of the month of delivery or the date of the Invoice, whichever is the earlier. Customers shall not be entitled to withhold payment of any account by reason of any account query, dispute or set off. The Customer agrees to pay PKM Administration and Handling fees in respect of any copies of documents required or other processing involved in the conduct of the account including but not limited to account administration fees, Merchant or other fees incurred as a result of payment by credit or charge card or Bpay or payment by any other means and such fees will be charged to the Customer's account.
25. If the Customer fails to make payment in accordance with Clause 22, PKM shall be entitled to:
  - a. Require the payment of cash upon delivery of any further goods and all outstanding monies to become immediately due and payable on demand;

- b. Charge an interest charge at the rate of two point five percent (2.5%) above the Commonwealth Bank of Australia's variable Benchmark lending rate as from to time applicable per month on a cumulative basis on all overdue amounts (including late payment charges and amounts other than the price) calculated on a day to day basis on any monies due but unpaid, such interest charge to be computed from the due date for payment AND the parties agree that such interest charge is not a penalty but is a true measure of damages incurred by the PKM. Payments received from the Customer will be credited first against any interest charge and all such fees shall be payable on demand;
  - c. Claim from the Customer all costs, expenses and charges incurred on any account whatsoever including but not limited to any action taken by PKM to recover monies or goods due from the Customer including but not limited to any mercantile agents costs and legal costs and disbursements on a solicitor-client basis.
26. Cease any further deliveries to the Customer and to terminate any agreement in relation to goods that have not been delivered.
  27. Customers having overdue accounts will be precluded from participating in any special deals, discounts, rebates, bonus payments, redemptions and all other incentive programs until their accounts are no longer overdue.

**DELIVERY**

28. The Customer shall be responsible for the cost of any delivery made ex-PKM store. If PKM is requested to arrange for delivery of products beyond the store, the Customer shall pay the delivery charges stipulated by PKM from time to time. PKM shall in all cases be entitled to choose the method of transport.
29. Any date or time quoted for delivery is an estimate only and PKM shall endeavour to effect delivery at the time or times required by the Customer but failure to do so shall not confer any right of cancellation or refusal of delivery on the Customer or render PKM liable for any loss or damages directly or indirectly sustained by the Customer as a result thereof.
30. The Customer shall not be relieved of any obligation to accept or pay for goods by reason of any delay in delivery or any strike, lockout, unavailability of materials, accidents to machinery, differences with workmen, breakdowns, shortages of supplies or labour, fires, floods, storm or tempest, transport delays, acts of God, restrictions or intervention imposed by any laws, regulations, governments or agencies thereof and any other cause beyond the control of PKM or any other cause whatsoever.
31. PKM's obligation to deliver shall be discharged on arrival of the goods at the Customer's nominated delivery destination, nominated transport company, nominated agent or the address appearing on the invoice. The Customer shall unload the goods upon delivery, **provided that** if the Customer is unable or unwilling to accept physical delivery of the goods when the goods are ready for delivery, the PKM shall be entitled to charge a fee for any delay experienced or arrange for the storage of the goods at the risk and cost of the Customer including all transportation, storage and other consequential costs. PKM may, at its discretion, make and invoice partial deliveries and each partial delivery shall be a separate sale pursuant to these Terms and Conditions of Sale.

**INSPECTION**

32. The Customer shall examine the goods immediately after delivery and the PKM shall not be liable for any misdelivery, shortage, defect or damage unless PKM receives details in writing within seven (7) days of the date of delivery of the goods.
33. The Customer agrees that it does not rely on the skill or judgment of PKM in relation to the suitability of any goods or services for a particular purpose, unless it has indicated that purpose in writing to PKM and PKM has acknowledged that the goods will be fit for that purpose. In such event liability of the PKM shall be limited or excluded as provided in Clause 50 - 54.

**PROPERTY AND RISK**

Notwithstanding delivery of the goods or their installation, property in any given goods shall remain with PKM until the Customer has paid and discharged any and all other indebtedness to PKM on any account whatsoever, including all applicable GST and other taxes, levies and duties. Any payment made by or on behalf of a Customer which is later avoided by the application of any Statutory Provision shall be deemed not to discharge the Customer's indebtedness and, in such an event the parties are to be

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Signature \_\_\_\_\_ Name \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

restored to rights which each respectively would have had if the payment had not been made.

34. The risk in the goods shall pass to the Customer upon delivery to the Customer or his agent or to a transport company nominated by the Customer.
35. The Customer acknowledges that it is in possession of the goods solely as a bailee for PKM until payment as defined in clause 22 has been made in full to PKM and until such payment:
  - a. the Customer shall be fully responsible for any loss or damage to the goods whatsoever and howsoever caused following delivery; and
  - b. the Customer shall store the goods separately from its own goods and those of any other party and in a manner which clearly identifies the goods, whether as separate chattels or as components, as the property of PKM.
36. The Customer shall maintain records of goods owned by PKM identifying them as PKM's property, of the persons to whom the goods are sold or disposed to and of the payments made by such persons for such goods. The Customer shall allow PKM to inspect these records and the goods themselves on request.
37. The Customer hereby irrevocably grants to PKM, its agents and servants, an unrestricted right and licence, without notice to enter premises occupied by the Customer to identify and remove any of the goods the property of PKM in accordance with the Terms and Conditions of Sale without in any way being liable to the Customer or any person claiming through the customer. PKM shall have the right to sell or dispose of any such goods removed or otherwise in its sole discretion and shall not be liable for any loss occasioned thereby.
38. PKM licenses the Customer to install the goods. If the goods are affixed to other materials, the totality thereof shall be the sole and exclusive property of PKM until payment as defined in clause 22 has been made in full to PKM unless the other materials or part thereof are or is the property of a party or parties other than the Customer in which case the totality thereof shall be deemed to be owned as tenants in common with such other party or parties in shares corresponding to the respective amounts paid or payable by the Customer in respect of such other party or parties.
39. The Customer shall be at liberty to agree to sell the goods (independently or affixed to other materials) subject to the condition that until payment has been made in accordance with clause 22, the Customer shall sell as an agent and bailee for PKM and that the entire proceeds from the sale thereof shall be held in a separate account on trust for PKM.
40. The right to on-sell, deal or otherwise dispose of the goods in the normal course of trade may be revoked at any time by PKM and shall automatically cease if a Receiver is appointed over any of the assets on the undertaking of the Customer or if a winding up order is made against the Customer or if the Customer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or administration or calls a meeting of, or makes any arrangement or composition with, creditors or commits any act of bankruptcy or where the Customer is in default of any of its obligations to PKM.

#### PERSONAL PROPERTY SECURITIES ACT 2009 ("PPS ACT")

41. The Customer acknowledges and consents to PKM maintaining registration on the register of any security interest contemplated by these Terms and Conditions of Sale in any manner PKM considers appropriate. The Customer agrees to execute all documents and provide all information and assistance required by PKM to ensure registration and maintenance of any security interest, including to ensure that PKM may acquire and maintain any perfected security interests relating to the goods and any proceeds, to register a financing statement or financing change statement and to ensure that PKM's position, rights and obligations are maintained in spite of the PPS Act.
42. The Customer acknowledges that PKM may register a financing statement or financing change statement in respect of a security interest (including any purchase money security interest), and waives any right to receive notice of a verification statement in relation to any registration in respect of the goods.
43. The Customer agrees not to register a financing change statement in respect of a security interest contemplated by these Terms and Conditions of Sale, or in favour of a third party, without PKM's prior written consent.
44. To the extent that Chapter 4 of the PPS Act would otherwise apply to any

enforcement of a security interest, and section 115(1) of the PPS Act allows parties to contract out of provisions of the PPS Act, the following provisions of the PPS Act will not apply and the Customer agrees that it has no rights under them: section 95 (to the extent that it requires the secured party to give notices to the grantor); section 96; section 118 (to the extent that it allows a secured party to give notices to the grantor); section 121(4); section 125; section 130; section 132(3)(d); section 132(4); section 135; section 142 and section 143.

45. Insofar as section 115(7) of the PPS Act allows for the contracting out of provisions of the PPS Act, the following provisions of the PPS Act will not apply and the Customer agrees it has no rights under them: section 127; section 129(2) and (3); section 130(1); section 132; section 134(2); section 135; section 136(3), (4) and (5) and section 137.
46. Unless otherwise agreed and to the extent permitted by the PPS Act, both PKM and the Customer agree not to disclose any information contemplated in section 275(1) of the PPS Act to an interested person, or as requested by an interested person. The Customer agrees to waive any right it may have had under section 275(7)(c) of the PPS Act to authorise any disclosure of that information.
47. For the purpose of section 20(2) of the PPS Act, the collateral is the Goods, including any Goods provided by PKM from time to time. These Terms and Conditions of Sale and the Application for Commercial Credit are a security agreement for the purposes of the PPS Act.
48. PKM may, at its absolute discretion, apply any amounts received pursuant to these Terms and Conditions of Sale in any way PKM determines, to satisfy any obligations relating to a security interest contemplated by these Terms.

#### INTELLECTUAL PROPERTY

49. PKM owns all Intellectual Property in the materials relating to the Equipment. The materials which may be provided to you from time to time as required are protected by intellectual property rights (including copyright, trademarks, patents, design rights, moral rights and rights in confidential information) that either belong to PKM or are licensed to PKM to use. Materials include, but are not limited to: the drawings, plans, specifications, instruction manual or booklet, designs, layout, logos, brands, look, appearance, content, such as software, documents and any other materials deemed by PKM to form part of its intellectual property. The Customer may not copy, redistribute, republish, re-manufacture, on-sell, share or make available to any unauthorised party or otherwise the materials made available to the Customer under this agreement or to any other unauthorised party for a commercial purpose without PKM's consent in writing unless expressly permitted by a separate end user license that allows this activity.

#### LIMITATION OF LIABILITY

50. Neither party excludes or limits the application of any provision of any Statute (including the *Competition and Consumer Act 2010* (Cth) as amended from time to time ("the Act")), where to do so would contravene that Statute or cause any provision of these Terms and Conditions to be void. Nothing in these Terms and Conditions modifies or excludes the conditions, warranties, and undertakings and other legal rights under the Act and other laws. Except as expressly set out in these Terms and Conditions, and the Act, PKM makes no warranties or other representations under or in connection with these Terms and Conditions, and PKM's liability in respect thereof, is limited to the fullest extent permitted by law.
51. In the case of goods supplied by PKM to a Customer who is not a "consumer" as defined in the Act, if the goods are defective or there is any other material breach by PKM of these Terms and Conditions, then provided that the goods are preserved intact and made available for inspection by a representative of PKM and are returned to PKM in the same order and condition as that in which they were delivered, then PKM's total liability to the Customer pursuant to this Clause is limited, at PKM's option, to any one of supplying, replacing, or repairing the goods in respect of which any loss or damage has occurred.
52. Should the Customer seek indemnity from PKM in respect of any claim by a consumer on the Customer as a result of a breach of condition or warranty implied by the Act in a contract for the supply of goods by the Customer to that consumer, Clause 50 will not apply and in respect of goods that are of a kind ordinarily acquired for personal, domestic or household use or consumption ("consumer goods") PKM's liability is limited to indemnifying

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Signature \_\_\_\_\_ Name \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

the Customer in accordance with the Act, limited to a liability to pay to the Customer an amount equal to the cost of replacing the goods, supplying equivalent goods, paying the cost of replacing or obtaining equivalent goods or the cost of having the goods repaired, whichever is elected by PKM.

53. In the case of goods supplied by PKM to a Customer who is a consumer, Clause 43 will not apply and in respect of goods that are of a kind ordinarily acquired for personal, domestic or household use or consumption ("consumer goods") PKM's liability is limited to indemnifying the Customer in accordance with the Act, limited to a liability to pay to the Customer an amount equal to the cost of replacing the goods, supplying equivalent goods, paying the cost of replacing or obtaining equivalent goods or the cost of having the goods repaired, whichever is elected by PKM.
54. Except for those conditions and warranties implied by the Act or other sale of goods or consumer protection legislation which may not be excluded, the Customer agrees that:
- it has not relied on any inducement, representation or statement made by or on behalf of PKM in purchasing the goods and there are no implied conditions or warranties herein and no collateral contracts in connection herewith (except such as may be in writing and signed by a duly authorised representative of PKM); and
  - this clause sets out the entire liability of PKM in respect of its liability under the Act or otherwise in respect of liabilities to a consumer for a breach of a condition or warranty with respect to the sale of goods or goods. In the case of goods supplied to a Customer who is not a "consumer" as defined in the Act, neither party has any liability to the other for consequential or indirect damages arising out of or in relation to the goods, any delay or other failure in supplying the goods, even if any party to these Terms and Conditions knew such damages were possible or were otherwise foreseeable, including, without limitation, lost profits and damage suffered as a result of claims by any third party, such as a Customer of either party.

#### **FORCE MAJEURE**

55. PKM shall not be liable for any failure or delay in supply or delivery the goods where such failure or delay is wholly or partly due to any cause or circumstance whatsoever outside the reasonable control of PKM including, but not limited to, war, strikes, lockouts, industrial disputes or unrest, government restrictions or intervention, transport delays, fire, act of God, breakdown of plant, shortage of supplies or labour, storm or tempest, theft, vandalism, civil commotions or accidents of any kind.

#### **TERMINATION**

56. If the Customer fails to comply with any of these Terms and Conditions or being a natural person or persons commits any act of bankruptcy, or being a corporation passes a resolution for winding up or liquidation (other than for the purposes of reorganisation or reconstruction) or administration or enters into any composition or arrangement with creditors or if a receiver or manager or administrator or controller is appointed for any property or assets of the Customer or becomes liable to be wound up by reason of insolvency or if any petition is presented for its winding up, or if a liquidator or provisional liquidator or administrator is appointed, PKM may, in addition to exercising all or any of its rights against the Customer, suspend any further deliveries and immediately recover possession of any goods not paid for in accordance with these Terms and Conditions.

#### **RETURNS**

57. Other than in respect of PKM's obligations pursuant to Clauses 48-49 hereof PKM shall not be liable to accept any returned goods but may in its absolute discretion accept the return of goods, provided that such goods shall only be accepted for return with the prior written approval of a duly authorised representative of PKM. Goods returned for credit pursuant to this clause will be subject to a handling and administration charge equivalent to 20% of the invoiced value of the returned goods. Return freight and other expenses will be paid for by the Customer and no returns of special goods will be accepted. Any returned goods must be accompanied with a relevant invoice number and/or Goods Return Form.

#### **GOVERNING LAW**

58. The Customer agrees that these Terms and Conditions of Sale shall be

construed according to the laws of the State or Territory as PKM may in its sole discretion determine. Proceedings by either PKM or the Customer may be instituted and/or continued in such State or Territory as PKM may in its sole discretion determine. Failing such determination the Customer consents to any proceedings being instituted and heard by any appropriate Court sitting in the State of New South Wales applying the laws that State.

#### **SERVICE OF DOCUMENTS**

59. The Customer agrees that service of any notices or Court documents may be effected by forwarding same by pre-paid post or facsimile to the last known address of the Customer.
60. Any notice required to be given by the Customer to PKM must be delivered personally or sent by post to the Managing Director of PKM at PO Box 3518 Rhodes Waterside NSW 2138 and shall only be taken to have been delivered when actually received by the Managing Director.

#### **STATEMENT OF DEBT**

61. A certificate signed by the Managing Director of PKM shall be prima facie evidence of the amount of indebtedness of the Customer to PKM at that time.

#### **ELECTRONIC COMMUNICATIONS**

62. In addition to delivery in person, via post and via facsimile, the customer agrees to have invoices sent via email.
63. The Customer agrees that email communications from PKM to the Customer constitute an "electronic communication" within the meaning of the Electronic Transactions Act 2000 (NSW).
64. The Customer agrees that in agreeing to receive invoices via email, and the service of notices under the NSW Act 1999 or any like or similar legislation that may be applicable in the State or Territory where the goods were delivered to the customer via email, the Customer is in both instances designating "an information system for the purpose of receiving electronic communications" within the meaning of the Electronic Transactions Act 2000 (NSW).
65. The Customer agrees that evidence of the "dispatch" (within the meaning of the Electronic Transactions Act 2000 (NSW) by PKM of an email is also prima facie evidence of the "receipt" of the email by the Customer within the meaning of the Act. Unless the contrary is proven the time of receipt will be deemed to be twenty (20) seconds after the time of the "dispatch" of the email.

**Duly signed and accepted in full on behalf of** \_\_\_\_\_

Signature \_\_\_\_\_ Name \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_