

# MAGNA-POWER ELECTRONICS ANZ

## STANDARD TERMS AND CONDITIONS OF SALE

ICDC Group Pty Ltd · ACN 681 923 759 · Version: April 2026

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### 1. DEFINITIONS

- (a) Agreement** means the Seller's Quote, these Terms and Conditions and the Buyer's acceptance of these documents and any purchase Order.
- (b) Build Time** means the estimated time required for the Goods to be built to the specifications set out in the Order.
- (c) Buyer** means the purchaser of the Goods, whose details are set out in the order quotation.
- (d) Delivery** means the deposit by the Seller of the Goods at the Delivery Site.
- (e) Delivery Date** means the date specified for estimated Delivery of the Goods in the Quote.
- (f) Delivery Site** means the site specified In the Quote for the deposit of the Equipment on the Delivery Date or otherwise agreed in writing between the parties.
- (g) Goods** means the products and, if any, services specified in the order.
- (h) GST** means (i) Goods and Services Tax as defined by the A New Tax System (Goods and Services Tax) Act 1999 (Cth); (ii) any other goods and services tax, or any tax applying to these terms and conditions in a similar way; or (iii) any additional tax, penalty tax, interest or other charge under a law of such a tax.
- (i) Installation** means the installation of the Goods.
- (j) Order** means the terms of the Quote accepted by the Buyer and Seller and set out in a purchase order issued in writing to the Buyer.
- (k) Price** means the price of Goods as specified in the Order, unless otherwise adjusted under clause 6 (currency fluctuation adjustment).
- (l) Quote** means the quote provided by the Seller for the purchase of the Goods.
- (m) Seller** means ICDC Group Pty Ltd ACN 681 923 759 of 401/54 Miller Street, North Sydney NSW 2060.
- (n) Shipping Date** means the date the Goods are shipped to the Delivery Site.

### 2. GENERAL & INTERPRETATION

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- (a)** These terms and conditions apply to the purchase of Goods detailed in the Quote.
- (b) Acceptance:** The Buyer's acceptance of these terms occurs upon acceptance of a Quote by the Buyer or any act by the Seller indicating fulfilment of the order.
- (c) Entire Agreement:** These terms and conditions supersede all prior agreements, arrangements and undertakings between the parties and, along with the Quote, constitutes the entire agreement between the parties relating to the Equipment. No addition to or modification of any provision of these terms and conditions will be binding upon the parties unless made by written instrument signed by a duly authorised representative of the party.
- (d) Interpretation:** Nothing in these conditions exclude, restrict or modify or have the effect of excluding, restricting or modifying any remedy expressed or implied by law (including the Competition and Consumer Act 2010 (Cth)) and which by law cannot be excluded, restricted or modified. Words importing the singular include the plural and vice versa and words importing one gender will include all other genders. Headings are for ease of reference only and will not affect the interpretation of these terms and conditions.
- (e) Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (f) Electronic signatures:** The parties agree that this Agreement may be executed using electronic signatures, which shall have the same force and effect as original signatures.

**(g) Authorised signatories:** Each party represents and warrants that the individuals signing this agreement on its behalf are duly authorised to execute this agreement and to bind the party to this Agreement.

**(h) Waiver:** No forbearance, delay or indulgence by a party in enforcing the provisions of these terms and conditions or the Quote will prejudice or restrict the rights of that party, nor will any waiver of those rights operate as a waiver of any subsequent breach.

**(i) Severability:** Should any part of these terms and conditions or the Quote be or become invalid, that part will be severed from these terms and conditions. Such invalidity will not affect the validity of the remaining provisions of the agreement.

**(j) Assignment:** Neither party may assign, whether in whole or part, the benefit of this Agreement or any rights or obligations under these terms and conditions, without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, the Seller may assign or transfer its rights under this Agreement by way of security or receivables financing to a financier or security trustee, provided that the Seller gives written notice to the Buyer within fourteen (14) days of such assignment.

### 3. QUOTES

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**(a)** All prices in the Quote remain valid for a period of twenty-eight (28) days from the date of quotation unless otherwise stated or recalled by the Seller prior to an Order being placed. All prices in Quotes will be issued in USD, unless otherwise stated. Where AUD or NZD pricing is provided, it is for informational purposes only and the USD price takes precedence.

**(b)** The Seller reserves the right to notify the Buyer of any change to the price and/or specifications of the Goods at any time prior to the Order being signed by both parties, upon which the Quote will be amended to record the updated price and specifications.

**(c) Import duties & costs:** All Quotes will include delivery and import costs associated with the supply of the Goods to the Buyer known to the Seller at the time of issuing the Quote. Should additional charges apply, the Seller reserves the right to pass these costs on to the Buyer as part of the Price agreed for the Goods.

**(d) Technical Documents:** Any drawings, specifications, or details furnished by the Seller which are not, or represented by the Seller to be, the manufacturer's published drawings, specifications or details, are for general description only and do not form part of this Agreement unless expressly included in the Quote or Order.

**(e)** The Quote may include an estimated Build Time, Shipping Time and Delivery Date for the Goods. The Buyer understands that these are estimates and provided for informational purposes only and the Buyer places no reliance on these estimates. The manufacturer's warranty period applicable to the Goods will be specified on the Quote page.

### 4. ORDERS

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**(a)** No binding Agreement exists until the Buyer accepts the terms of the Quote and Order is signed by both parties. The Buyer acknowledges that orders accepted by the Seller constitute a binding Agreement between Buyer and Seller.

**(b)** All Prices are quoted on a GST inclusive basis unless otherwise stated in the Quote. All prices in Orders will be issued in USD, unless otherwise stated.

**(c)** The Buyer acknowledges the Goods sold are made to order and return of the Goods will not be accepted unless agreed in writing with the Seller.

### 5. PAYMENT TERMS

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**(a) Payment Processing:** The Buyer may make payments under this Agreement in either Australian Dollars (AUD), New Zealand Dollars (NZD) or US Dollars (USD), as per the Price specified in the Order. The Buyer acknowledges that international payments may be subject to processing delays. However, such delays do not

affect the Buyer's obligation to initiate payment within the specified timeframes. The Buyer shall provide proof of payment initiation if requested by the Seller.

**(b) Credit Assessment:** The Seller may conduct credit checks on the Buyer at any time during the term of this Agreement. The Buyer authorises the Seller to obtain and share credit information with credit reporting agencies and other relevant parties. Any modification to the payment terms set out in this Agreement requires the prior written agreement of both parties.

**(c) Bank guarantee:** For Orders exceeding AUD 100,000, the Seller may require the Buyer to provide security for payment in the form of an unconditional bank guarantee from a bank acceptable to the Seller, in a form approved by the Seller.

**(d) Deposit:** The Buyer shall pay the Seller fifty percent (50%) of the total purchase Price within thirty (30) business days of placing the Order (the Deposit). The Order shall not be considered confirmed until the Deposit is received by the Seller in cleared funds.

**(e) Final Payment:** The Buyer shall pay the remaining fifty percent (50%) of the total purchase Price upon notification from the Seller that the Goods are ready for shipping (the Final Payment). The Seller shall provide the Buyer with notice of the Goods' readiness for shipping, and the Buyer must make the Final Payment within thirty (30) business days of receiving this notice. The Buyer acknowledges that the Goods will not be shipped until the Final Payment is received by the Seller in cleared funds.

**(f) Order Cancellation:** If the Buyer fails to make the Deposit or the Final Payment within the stipulated timeframes, the Seller reserves the right to cancel the Order without any further obligation or liability. In the event of such cancellation, the Seller shall be entitled to retain from any payments already made by the Buyer an amount equal to the Seller's direct costs that are non-cancellable commitments, reasonably incurred, and evidenced upon request. The Seller shall use commercially reasonable efforts to mitigate such costs. Any balance of payments made by the Buyer, after deduction of the Seller's recoverable costs, shall be refunded to the Buyer within thirty (30) days of the cancellation becoming effective.

**(g) Overpayments and Credits:** In the event of overpayment, the Seller shall issue a statement credit or, upon written request, provide a refund via bank transfer. Statement credits not applied within six (6) months shall be transferred to an archive ledger and will no longer appear on routine statements. The Seller shall maintain records of such credits and the Buyer may request their release at any time, subject to verification. Refund processing may take up to 30 days from the date of request. The Seller shall not be liable for any banking or currency exchange fees associated with the refund.

**(h) Failure to pay:** If the Buyer fails to make any payment when due, the Seller may, without limiting any other remedy: (i) suspend further performance under this or any other agreement between the parties; (ii) charge interest on the overdue amount at the rate of 1.5% per month calculated from the due date until the date of actual payment; and (iii) recover all reasonable costs of collection, including legal fees.

**(i) Security interest:** The Buyer grants the Seller a purchase money security interest in the Goods under the Personal Property Securities Act 2009 (Cth) (PPSA) until the Price is paid in full. The Buyer consents to the Seller registering that interest on the Personal Property Securities Register. The Buyer must not encumber the Goods until the Price is paid in full.

## 6. CURRENCY FLUCTUATION ADJUSTMENT

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**(a)** All Orders are priced in USD. Where the Buyer pays in AUD or NZD, the AUD or NZD equivalent stated in the Quote is based on the USD/AUD or USD/NZD exchange rate published on XE.com at the date of the Quote (the Base Rate).

**(b)** If the USD/AUD or USD/NZD exchange rate moves by more than 2% from the Base Rate between the date of the Quote and the date the Final Payment is due, the Seller may adjust the AUD or NZD equivalent of the Price to reflect the prevailing XE.com mid-market rate at the time of invoicing. The Seller will notify the Buyer of any such adjustment before issuing the Final Payment invoice.

**(c)** For the avoidance of doubt, the USD Price takes precedence in all circumstances. If the Buyer elects to pay in USD, no currency fluctuation adjustment applies.

## 7. GST

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- (a) Unless otherwise stated, all amounts payable under this Agreement are inclusive of GST. Where GST is separately stated, the Buyer must pay the GST amount in addition to the Price.
- (b) Each party must do all things reasonably requested by the other party to enable the other party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable in connection with this Agreement.

## 8. CANCELLATION AND MODIFICATIONS

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- (a) Orders placed by the Buyer are binding and may not be cancelled or modified without the Seller's prior written consent.
- (b) The Seller will consider requests for cancellation or modification on a case-by-case basis. Any approval of a cancellation or modification request is at the Seller's sole discretion and may be subject to conditions, including payment of costs incurred by the Seller up to the date of cancellation or modification.
- (c) **Cancellation by Seller:** The Seller may cancel an Order at any time before Delivery if: (i) the Buyer breaches any term of this Agreement; (ii) the Buyer becomes insolvent, enters administration, or is wound up; or (iii) a Force Majeure Event prevents performance for more than 170 days. In such circumstances, the Seller will refund any payments made less the Seller's recoverable costs as described in clause 5(f).
- (d) **Hold requests:** (i) A hold request is a Buyer request to pause manufacture or shipment of Goods already in production. (ii) The Seller may accept or reject a hold request at its discretion. (iii) If a hold request is accepted, the Seller will notify the Buyer of any additional costs arising from the hold. (iv) In the event of cancellation following a hold request, the Seller shall be entitled to retain from any payments already made by the Buyer an amount equal to the Seller's direct costs that are non-cancellable commitments, reasonably incurred, and evidenced upon request. The Seller shall use commercially reasonable efforts to mitigate such costs. Where such costs relate to materials that cannot reasonably be used by the Seller in its business operations, the Buyer may elect to take delivery of those materials at cost. Any balance of payments made by the Buyer, after deduction of the Seller's recoverable costs, shall be refunded to the Buyer within thirty (30) days of the cancellation becoming effective.

## 9. TITLE & RISK

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- (a) **Title:** Title in the Goods does not pass to the Buyer until the Seller has received payment in full of all amounts owing by the Buyer to the Seller in respect of the Goods.
- (b) **Risk:** Risk in the Goods passes to the Buyer on Delivery. The Buyer is responsible for insuring the Goods from the time of Delivery.
- (c) **Inspection:** The Buyer shall inspect the Goods within fourteen (14) days of Delivery (the Inspection Period). The Buyer must notify the Seller in writing of any alleged defects, shortages, or non-conformances within the Inspection Period, failing which the Buyer shall be deemed to have accepted the Goods in accordance with this Agreement. Whether a defect exists and the available remedies shall be determined in accordance with clause 12(e) (Defect Determination). The Buyer shall not undertake or permit any third party to undertake any repairs, modifications, or alterations to the Goods without the Seller's prior written consent, and any such unauthorised work shall void all warranty coverage and release the Seller from any liability in respect of the affected Goods.

## 10. SHIPPING AND DELIVERY

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- (a) **Delivery terms:** Unless otherwise specified in the Quote, Goods are delivered DAP (Delivered at Place) to the Delivery Site as defined in the Incoterms 2020. The Seller arranges and pays for transport to the Delivery Site and bears risk during transit.

**(b) Delivery dates:** Delivery dates stated in the Quote are estimates only. The Seller will use reasonable efforts to meet estimated Delivery dates but is not liable for any loss or damage arising from delays in Delivery.

**(c) Delivery Site Preparation:** The Buyer must prepare the Delivery Site in accordance with the specifications contained in the Quote or as otherwise agreed between the parties in writing. The Seller may refuse to deliver the Goods if the Delivery Site has not been prepared in accordance with agreed delivery conditions. The Buyer must fully indemnify the Seller for direct costs arising out of a delay caused by the circumstances described in the preceding sentence, except to the extent that it is caused by the acts or omissions of the Seller, save that the Seller will be deemed to have approved the Delivery Site if it does not carry out an inspection of the site prior to Delivery of the Goods.

**(d) Partial delivery:** The Seller may deliver the Goods in instalments. Each instalment will be treated as a separate sale and invoiced separately.

**(e) Refusal to accept delivery:** If the Buyer refuses to accept Delivery of the Goods in accordance with this Agreement, the Seller may arrange storage of the Goods at the Buyer's risk and expense until the Buyer accepts Delivery or the Agreement is terminated.

## 11. TESTING & COMMISSIONING

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**(a)** All Goods are tested by the manufacturer prior to shipment in accordance with the manufacturer's standard testing protocols. Factory Acceptance Test (FAT) reports are available upon request.

**(b)** If the Buyer requires on-site commissioning or additional testing, this must be agreed in writing and will be quoted separately. On-site commissioning is out of scope of this Agreement unless expressly included in the Quote.

**(c)** The Buyer acknowledges that the Goods must be installed and commissioned by a suitably qualified person in accordance with the manufacturer's installation documentation and applicable Australian Standards.

## 12. WARRANTY & LIABILITY

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**(a) Warranty coverage:** The Goods supplied under this agreement are covered by the manufacturer's warranty. The Seller is not the manufacturer and does not provide any additional warranty for the Goods.

**(b) Warranty terms:** The Buyer acknowledges that the Goods must be installed by a qualified electrician in accordance with AS/NZS 3000:2018. Non-compliance with this term will constitute a breach of the manufacturer's standard warranty for which the Seller and manufacturer will have no liability. The terms and conditions of the manufacturer's warranty will be provided to the Buyer along with the Goods. The Buyer is responsible for reviewing and adhering to the manufacturer's warranty terms.

**(c) Installation:** The Buyer acknowledges the licensed electrician installing the Goods must submit a Certificate of Compliance (CCEW) to the relevant supply authority within 7 days of completing the electrical Installation. If Installation support is required, the Buyer can notify the Seller and the Seller (or its affiliates) may elect to provide Installation services but these services are out of scope of this Agreement.

**(d) Claims:** Any claims under the manufacturer's warranty must be made directly with the manufacturer. The Seller will provide reasonable assistance to the Buyer in making such claims, but the Seller shall not be responsible for the resolution of any warranty claims.

**(e) Defect Determination:** Whether a defect exists in the Goods shall be determined objectively by reference to the specifications and requirements set out in the Agreement, the Order, the Quote, the manufacturer's published product specifications, and the manufacturer's standard product documentation. The Buyer must notify the Seller in writing of any alleged defects within fourteen (14) days of Delivery of the Goods, failing which the Buyer shall be deemed to have accepted the Goods as conforming with the Agreement as at the date of Delivery. For the avoidance of doubt, this deemed acceptance does not limit the Buyer's right to make claims under the manufacturer's warranty for defects that arise or become apparent after the Inspection Period. Notwithstanding the objective determination of whether a defect exists, the manufacturer retains the sole and absolute right to determine the appropriate remedy for any defect, including whether to repair, replace, or provide a refund for the affected Goods. All remedies for defects are subject to

the manufacturer's warranty process and the limitations set out in this Agreement. The Seller's obligations in relation to defects are limited to facilitating the warranty process with the manufacturer and the Seller shall have no liability for defects beyond its obligations under this clause.

**(f) Release:** The Seller is not liable for, and the Buyer releases the Seller from, any and all claims in respect of any defect in the Goods beyond the terms of the manufacturer's Standard Warranty, except as required by law or as set out in clause 12(e) (Defect Determination).

**(g) Limitation of Liability:** To the maximum extent permitted by law:

(i) each party's total aggregate liability to the other party arising out of or in connection with this Agreement, whether in contract, tort (including negligence), statute or otherwise, shall not exceed the Price paid or payable for the Goods;

(ii) neither party shall be liable to the other for any consequential, indirect, special, incidental or punitive damages, including without limitation loss of profit, loss of business opportunity, or business interruption, regardless of whether such damages were foreseeable, arising out of or in connection with this Agreement, whether in contract, tort (including negligence), statute or otherwise.

Notwithstanding the foregoing:

(iii) the limitations in this clause shall not apply to amounts payable under this Agreement, including the Price and any interest, costs, or fees payable pursuant to clause 5; and

(iv) nothing in this Agreement limits or excludes the liability of either party for: death or personal injury caused by such party's negligence or wilful misconduct; fraud or fraudulent representation; or an infringement of a third party's intellectual property right.

**(h) General Advice:** Any general advice, assistance or recommendations provided by the Seller regarding the use, storage, handling or application of the Goods is given without charge and only on the basis that it is followed strictly by the Buyer at the Buyer's own risk. The Seller accepts no liability whatsoever for any loss or damage arising from such advice, assistance or recommendations. For the avoidance of doubt, this clause does not limit the Seller's liability for the accuracy of the specifications expressly set out in the Quote or Order.

**(i) Indemnification:** The Buyer agrees to indemnify, defend and hold harmless the Seller against all claims, losses, damages, expenses (including reasonable legal fees) and costs arising from or related to: (i) the application of the Goods to the Buyer's designs or products; (ii) any modification or misuse of the Goods by the Buyer; (iii) any claim by a third party relating to the Goods or their use; (iv) any breach of this Agreement by the Buyer; (v) any negligent act or omission by the Buyer or its personnel; or (vi) the Buyer's use or on-supply of the Goods.

### 13. IMPLIED TERMS AND CONSUMER GUARANTEES

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**(a)** Subject to this clause 13, any condition or warranty which would otherwise be implied in this Agreement is excluded.

**(b)** Liability of the Seller for breach of a guarantee conferred by the Australian Consumer Law (ACL) (other than those conferred by sections 51 to 53 of the ACL) is limited: in the case of goods, to any one of the following as determined by the Seller: the replacement of the goods or the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired; and in the case of services, to any one of the following as determined by the Seller: the supplying of the services again; or the payment of the cost of having the services supplied again.

### 14. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

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**(a) Ownership:** All intellectual property rights in the Goods, including any improvements, modifications or developments made by the Seller, remain the exclusive property of the Seller, its suppliers or licensors.

**(b) Restrictions:** The Buyer must not: (i) reverse engineer, decompile, disassemble or otherwise attempt to derive the composition or underlying information of the Goods; (ii) modify or create derivative works based on the Goods; (iii) remove, alter or obscure any product identification, copyright, trademark or other proprietary

notices on the Goods; (iv) use the Seller's trademarks or trade names except as expressly authorised in writing.

**(c) Confidentiality:** Each party (the Receiving Party) must keep confidential all confidential information of the other party (the Disclosing Party), including but not limited to pricing, technical specifications, and business information; only use such confidential information for the purposes of this Agreement; not disclose such confidential information to any third party without the Disclosing Party's prior written consent; and ensure its personnel comply with these confidentiality obligations. Information shall not be considered confidential to the extent it: (A) is or becomes publicly available through no fault of the Receiving Party; (B) was lawfully in the Receiving Party's possession prior to disclosure; (C) is independently developed by the Receiving Party without use of the Disclosing Party's confidential information; or (D) is lawfully obtained from a third party without restriction. A party may disclose confidential information to its affiliates, professional advisers, and auditors on a need-to-know basis, provided such persons are bound by confidentiality obligations no less protective than this clause. A party may also disclose confidential information to the extent required by law, regulation, or court order, provided that the disclosing party gives the other party prompt written notice (where legally permitted) to enable the other party to seek protective measures. This clause 14(c) survives termination or expiry of this Agreement.

## 15. FORCE MAJEURE

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**(a) Definition:** For the purposes of this agreement, "Force Majeure Event" means any event or circumstance beyond the reasonable control of the affected party, including but not limited to: acts of God, such as natural disasters (earthquakes, floods, hurricanes, etc.); acts of government or regulatory authorities (including but not limited to war, national emergency, government orders, etc.); strikes, lockouts, or other labour disputes; epidemics or pandemics; fires or explosions; transportation delays, fuel price surges, or shipping interruptions; shortages of raw materials or supplies; any other cause beyond the reasonable control of the affected party.

**(b) Relief from Obligations:** If either party is prevented, hindered, or delayed in performing any of its obligations under this Agreement due to a Force Majeure Event, that party shall be excused from the performance of such obligations for the duration of the Force Majeure Event.

**(c) Notification:** The party affected by a Force Majeure Event shall promptly notify the other party in writing of the occurrence of any Force Majeure Event, detailing the nature of the event, its expected duration, and the anticipated impact on that party's performance under this Agreement.

**(d) Mitigation:** The party affected by a Force Majeure Event shall use its best endeavours to mitigate the effects of the Force Majeure Event and resume performance of its obligations as soon as reasonably practicable.

**(e) Right to Adjust Pricing:** If a Force Majeure Event directly results in increased costs to the Seller, including but not limited to material costs, labour costs, or transportation expenses, the Seller shall be entitled to adjust the Price of the Goods accordingly. Any such adjustment shall be reasonable and proportionate to the cost increase incurred. The Seller will notify the Buyer of any proposed adjusted pricing, including supporting cost data where applicable. The Buyer shall have 7 days from receipt of the notice to either accept the adjusted pricing and proceed with the Order, or cancel the Order, subject to the Seller's right to recover any costs already incurred in fulfilling the Order. If the Buyer fails to respond within the specified timeframe, the adjusted pricing shall be deemed accepted.

**(f) Right to Terminate:** Neither party shall be liable for any delay or failure to perform due to a Force Majeure Event. If the Force Majeure Event persists for more than one hundred and seventy (170) days, either party may terminate this agreement by giving written notice to the other party. In such an event, the Seller will reimburse any part payment of the Price to the Buyer under this Agreement but beyond this, neither party shall have any liability to the other except for obligations accrued prior to the Force Majeure Event.

**(g) Limitation of Liability:** Neither party shall be liable for any costs, expenses, or damages, whether direct or indirect, arising out of or in connection with its own delay or failure in performance due to a Force Majeure Event.

## 16. PRIVACY, ANTI-CORRUPTION AND MODERN SLAVERY

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- (a) Privacy:** The Seller collects and handles personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. Personal information collected in connection with this Agreement will be used only for the purposes of performing this Agreement and related business purposes.
- (b) Data security:** Each party will implement reasonable technical and organisational measures to protect personal information and other confidential data shared under this Agreement from unauthorised access, disclosure, or misuse.
- (c) Data retention:** Each party will retain personal information only for as long as reasonably necessary to perform this Agreement and comply with applicable legal obligations, after which it will securely destroy or de-identify such information.
- (d) Access and correction:** Individuals whose personal information is held by either party may request access to or correction of that information in accordance with the Privacy Act 1988 (Cth). Requests should be directed to the relevant party's privacy contact.
- (e) Cross-border disclosure:** The Buyer acknowledges that the Seller may disclose personal information to the manufacturer (Magna-Power Electronics, Inc., located in the United States) for the purpose of fulfilling Orders. The Seller takes reasonable steps to ensure that overseas recipients handle such information consistently with the Australian Privacy Principles.
- (f) Marketing:** The Seller may use contact details provided in connection with this Agreement to communicate with the Buyer about relevant products and services. The Buyer may opt out of such communications at any time by notifying the Seller in writing.
- (g) Breach notification:** If either party becomes aware of a data breach affecting personal information shared under this Agreement, it will notify the other party as soon as practicable and cooperate in responding to the breach in accordance with applicable law.
- (h) Disputes:** Any disputes regarding the handling of personal information should be directed to the relevant party's privacy contact in the first instance. If unresolved, the matter may be referred to the Office of the Australian Information Commissioner.
- (i) Anti-Corruption Compliance:** Each party represents and warrants that, to the best of its knowledge, it and its personnel comply with all applicable anti-corruption and anti-bribery laws, including the Criminal Code Act 1995 (Cth) and any equivalent laws in jurisdictions where the party operates. Each party undertakes that it will not, directly or indirectly, offer, promise, give, or authorise the payment of money or anything of value to any government official or other person for the purpose of influencing official action, securing an improper advantage, or obtaining or retaining business. If either party becomes aware of any actual or suspected violation of anti-corruption laws in connection with this Agreement, it shall promptly notify the other party in writing and cooperate in good faith to investigate and remediate any such violation. The Buyer acknowledges that the Goods are commercial off-the-shelf products supplied in the ordinary course of business and that this Agreement does not involve any government procurement processes or interactions with government officials that would create heightened corruption risks for either party.
- (j) Modern Slavery Compliance:** Each party represents and warrants that, to the best of its knowledge, it and its personnel comply with all applicable laws relating to modern slavery, including the Modern Slavery Act 2018 (Cth), and that it does not engage in any practice that constitutes modern slavery. Each party shall maintain appropriate policies and procedures designed to prevent modern slavery in its operations. If either party becomes aware of any actual or suspected modern slavery practices in connection with this Agreement, it shall promptly notify the other party in writing and cooperate in good faith to address and remediate any such practices. The Buyer acknowledges that the Goods are commercial off-the-shelf products and that the Seller's obligations under this clause are limited to its direct operations and do not extend to comprehensive supply chain auditing or certification requirements beyond those reasonably required by applicable law.

## 17. NOTICES

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All notices which are required to be given under these terms and conditions must be in writing and must be sent to the address of the recipient set out below or such other address as the recipient may designate by notice given in accordance with this clause. Any notice may be delivered by hand or by prepaid letter or email. Any such notice will be deemed to have been served when delivered (if delivered by hand) or 48 hours after posting or (if sent by email and unless agreed otherwise), when the email enters the recipient's mail server.

Seller's email: sales@magna-power.com.au

Seller's address: 401/54 Miller Street, North Sydney NSW 2060

## 18. DISPUTE RESOLUTION & GOVERNING LAW

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**(a) Governing law:** This Agreement is governed by the laws of New South Wales, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales and the Federal Court of Australia.

**(b) Dispute resolution:** If a dispute arises in connection with this Agreement, the parties must first attempt to resolve it by good faith negotiation between senior representatives of each party within 14 days of a written notice identifying the dispute.

**(c) Mediation:** If the dispute is not resolved by negotiation within 14 days (or such longer period as the parties agree in writing), either party may refer the dispute to mediation administered by the Australian Disputes Centre in accordance with its Mediation Rules.

**(d) Litigation:** If the dispute is not resolved by mediation within 30 days of the appointment of a mediator (or such longer period as the parties agree), either party may commence litigation in the courts referred to in clause 18(a).

**(e)** Nothing in this clause prevents either party from seeking urgent interlocutory relief from a court of competent jurisdiction.

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## EXECUTED AS AN AGREEMENT

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Signed for and on behalf of</p> <p><b>ICDC Group Pty Ltd</b><br/><b>T/A Magna-Power Electronics ANZ (Seller)</b></p> <p>Signature: _____</p> <p>Name: Brian Chapman</p> <p>Title: Commercial Director</p> <p>Date: 21/4/26</p> | <p>Signed for and on behalf of</p> <p><b>[Buyer name] (Buyer)</b></p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> |
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