



**LIBERTY**

**In this document ("Terms and Conditions"):**

(a) "Anti-bribery Laws" means foreign bribery laws contained in Division 70 of the Australian Criminal Code 1995 (Cth), the United States' Foreign Corrupt Practices Act or equivalent legislation in any other relevant jurisdiction applicable to the Customer and Liberty.

(b) "Liberty" in relation to a particular Contract, means OneSteel Manufacturing Pty Ltd ACN 004 651 325 or that of its related bodies corporate that issued the Order Acknowledgement for the relevant Contract.

(c) "Contract" means the contract formed between Liberty and the Customer by an Order accepted by an Order Acknowledgment;

(d) "Corporations Act" means the Corporations Act 2001(Cth);

(e) "Customer" means the person placing the Order with Liberty;

(f) "Goods" means any goods, products, services or materials to be supplied by Liberty;

(g) "Incoterms" means Incoterms 2010 International Chamber of Commerce brochure No. 560;

(h) "Order" is defined in clause 1(a);

(i) "Order Acknowledgment" is defined in clause 1(b);

(j) "PPSA" means the Personal Property Securities Act 2009 (Cth);

(k) "Security Interest" has the meaning given to that term in section 12 of the PPSA;

(l)

(m) "Tax" or "Taxes" includes any and all charges, duties, levies, taxes, imposts or other expenses of any kind which may be payable or incurred in connection with or in relation to the purchase of the Goods and/or the importation of the Goods into, or the transit of the Goods through, the country of destination (other than customs duties where Goods are delivered on a DDP basis);

(n) unless otherwise stated, an expression used or defined in the Corporations Act 2001 (Cth) has the same meaning in the Terms and Conditions.

**1. Orders, Order Acknowledgments and Contract**

(a) An order or an offer to purchase can be made by the Customer in writing ("Order").

(b) An Order is accepted when the Customer receives from Liberty an order acknowledgment in writing or if writing is not received, acknowledgment verbally or delivery, whichever first occurs.

(c) When an Order is accepted by an Order Acknowledgment the terms of the Contract will be those contained in the following documents: (i) Any specific terms separately agreed in writing in relation to that Order; (ii) Order Acknowledgment; (iii) Terms and Conditions; (iv) Order; and (v) any Incoterms stated in the above documents to be applicable to the sale.

In the event of any inconsistency between any of those terms, the terms in the earlier listed document above will prevail to the extent of that inconsistency.

(d) Previous dealings between Liberty and the Customer shall not have any effect on the Contract.

(e) Trade custom and/or trade usage is superseded by the Contract and shall not be applicable in the interpretation of the Contract.

(f) A Contract constitutes the entire agreement between Liberty and the Customer with respect to the Goods supplied under the Contract, all prior negotiations, proposals and correspondence are superseded by that Contract and these Terms and Conditions will in all circumstances prevail over the Customer's terms and conditions of purchase (if any).

**2. Cancellation** Liberty's prior written consent is required in relation to the cancellation or modifications of all or part of any Order. If cancellation or modification is allowed by Liberty, the Customer agrees to pay to Liberty all reasonable expenses incurred and damage sustained by Liberty on account of the cancellation or modification.

**3. Prices**

(a) Unless otherwise agreed in writing, the price charged for the Goods shall be: (i) exclusive of any Taxes, (ii) the price applying as determined by Liberty at the date of delivery, and (iii) inclusive of any costs to be borne by Liberty on the Incoterms basis agreed for the sale in the Contract. Any price indications or price lists are subject to alteration in accordance with the price ruling as at that date of delivery. Liberty may issue an invoice at any time on or before delivery. Payment must be made on or before delivery unless otherwise agreed.

(b) Where a product margin is included on the invoice for Goods the Customer will pay that product margin in addition to any quoted price.

(c) Where a Tax applies to any purchase made under these Terms and Conditions, Liberty may recover from the Customer an additional amount on account of that Tax.

(d) Notwithstanding any provision in the Contract, Liberty may increase the price of Goods after an Order Acknowledgment and prior to delivery of the Goods if the price increase results from the costs of complying with an increase in the price of, or costs associated with, any inputs which comprise part of the Goods or are required for the production or transportation of the Goods.

(e) In addition to paying the price for the Goods, the Customer acknowledges and agrees that the Customer is solely responsible for the payment of Taxes.

(f) In the event that the Customer does not pay any Taxes for any reason (including where it would be unlawful for the Customer to accept responsibility directly for the Taxes):

(i) Liberty is expressly authorised to recover the amount of any Taxes incurred by Liberty from the Customer as a debt due to Liberty; and

(ii) the Customer will indemnify Liberty against any costs, expenses, loss or other liability Liberty may suffer or incur directly or indirectly as a result of the Customer failing to pay any applicable Taxes.

In pursuance of such recovery and/or indemnity, Liberty is permitted to draw down any such amount from the letter of credit established under Clause 7 to the extent that such credit is available.

(g) If any Taxes which are not applicable at the date of Liberty's quotation are imposed or become payable or applicable on or in respect of the Goods, or the transportation, export or importation of the Goods by or under any action or circumstance whatsoever beyond Liberty's control, such Taxes will be to the Customer's account and to the extent to which it is paid or borne by Liberty will increase the price payable for the Goods and will be recoverable from the Customer in accordance with clause 3(e).

**4. Delivery**

(a) Liberty will make all reasonable efforts to have the Goods delivered to the Customer or his designated agent as agreed between the parties (or if there is no specific agreement then at Liberty's reasonable discretion), but Liberty shall not be liable for (i) any failure to deliver or delay in delivery for any reason; or (ii) any damage or loss due to unloading or packaging; or (iii) damage to property caused upon entering premises to deliver the Goods. Any costs incurred by Liberty due to any failure by the Customer to accept the Goods at time of delivery will be reimbursed by the Customer to Liberty. Except as required by law, Liberty will be under no obligation to accept the return of Goods for any reason.

(b) Unless otherwise specified in the Contract the cost of discharge including stevedoring costs, damage to vessels, damage to cargo and any despatch or demurrage at the port of discharge will be to Customer's account and the Customer must accept such conditions relating to discharge as are specified by Liberty.

**5. Packaging** Unless Liberty has otherwise agreed in writing, Liberty shall be under no obligation to package, wrap or load the goods in a particular manner.

**6. Standard Grades of Material**

(a) Subject to clause 6(b), Liberty will use its reasonable endeavours to:

(i) supply Goods having the grade of material specified in the Order Acknowledgment; and

(ii) ensure that the Goods' grade of material as specified in the Order Acknowledgment will, unless otherwise agreed, be in accordance with applicable Australian Standards and/or as detailed in any current, relevant price schedules, product handbooks or other product literature of Liberty.

(b) Goods supplied which are not manufactured by Liberty (or to the extent that they are not manufactured by Liberty) are subject to the chemical composition, physical properties and product standards of the original manufacturer, and by such warranty as specified by the original manufacturer (if any), and Liberty does not, unless specifically required by law, give any warranty beyond such warranty.

**7. Payment**

(a) Subject to clause 12, payment must be made to Liberty by the Customer by means of an irrevocable letter of credit in favour of Liberty established prior to loading by and with a bank in Sydney, Australia (such

**Standard Terms and Conditions of Sale – International Sales  
(the "Terms") Effective 1 September 2017**

bank to be approved by Liberty in writing) and in such form as approved by Liberty in writing.

(b) Payment for Goods pursuant to an irrevocable letter of credit is only received by Liberty when Liberty has successfully drawn down the letter of credit in immediately available funds for the amount owing by the Customer to Liberty for those Goods. In the event that the letter of credit does not provide immediately available funds sufficient to pay for the Goods, the balance owing will be a debt due to Liberty by the Customer once Liberty has made a claim for the amount.

(c) Any letter of credit must be in Australian dollars unless otherwise agreed in writing between the parties. The Customer is responsible for and must bear the whole cost of obtaining and maintaining (including extending) the letter of credit as well as any banking charges, fees and costs in connection with any payment to Liberty under the letter of credit.

(d) The credit under the irrevocable letter of credit must be issued in acceptable terms to Liberty and under and be governed by either the International Chamber of Commerce Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication no. 500 (UCP 500) or the International Chamber of Commerce Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication no. 600 (UCP 600), unless otherwise agreed to or specified by Liberty to the Customer in writing.

(e) Any letter of credit must be drawn so that it is payable in full upon first presentation of the documents required under the terms of the letter of credit (with numbers of originals and copies as agreed in writing between the parties).

(f) The Customer must advise Liberty by facsimile or email of the relevant letter of credit details (or other agreed arrangements for payment) not later than 15 days prior to the scheduled loading date. The parties agree that no method of payment other than a letter of credit is acceptable unless previously agreed by Liberty in writing.

(g) In the circumstances set out in Clauses 9(a)(ii) and 14 the Customer must (at its sole cost) extend the letter of credit for the period required by Liberty and shall keep extending the letter of credit up to such date (if any) as the Customer is entitled to terminate the Contract.

(h) Establishment of the letter of credit in proper form and by the time required under these Terms, its extension where required by Liberty under Clause 9(a)(ii) or Clause 14 or its negotiability generally against presentation of documents by Liberty, are conditions of the Contract, and a breach of such conditions entitles Liberty, at its option and without prejudice to any or all of its other rights and remedies, to terminate the Contract and sell the Goods to a third party.

(i) The establishment of any letter of credit does not relieve the Customer of its primary obligation to pay for the Goods regardless of Liberty's failure to request or receive payment under the letter of credit for any reason whatsoever.

(j) The Customer may not set off any monies owing by Liberty to the Customer against any monies owing by Liberty to the Customer on any account.

(k) Payment must be made in the currency in which the price is described in the Details Sheet.

**8. Electronic Data Interchange "EDI"**

(a) Liberty and the Customer may conduct business by EDI. Liberty may provide an electronic trading gateway based on international standards to facilitate EDI. The Customer agrees that if it has an appropriate EDI capability then EDI is the preferred method of conducting business on such additional terms and conditions as may be agreed.

**9. Shipment**

(a) If shipment is to be provided by Liberty, then:

(i) The performance by the Customer of its various obligations to be performed prior to shipment date (including, subject to clause 12, establishment of an irrevocable letter of credit in accordance with Clause 7) specified in the Contract are conditions precedent to Liberty's obligations to ship by the date so specified.

(ii) The time stipulated for shipment by Liberty shall not be of the essence and may be extended by Liberty for a reasonable period (taking into account all the relevant circumstances including production schedules of Liberty) by notice in writing to the Customer to be given not later than the day before the day on which shipment was previously specified.

(b) If shipment of the Goods is to be provided by the Customer, then the Customer will comply with the following conditions:

(i) Advise Liberty of the proposed laycan no less than 6 weeks before the commencement of any laycan (Liberty will accept or reject the proposed laycan within 3 business days of proposal);

(ii) Advise Liberty of the name of the vessel nominated no less than 6 weeks before the commencement of any laycan (Liberty will accept or reject the nominated vessel within 1 business day of nomination);

(iii) Advise Liberty of the nominated vessel's estimated time of arrival (ETA); and

(iv) Confirm the ETA of the nominated vessel ten (10) days, seven (7) days, forty-eight (48) hours and twenty-four (24) hours prior to vessel's arrival.

(c) Part deliveries do not amount to a rescission of the Contract on the part of Liberty and do not entitle the Customer to rescind the Contract.

(d) It is the Customer's responsibility to secure licences or other authorities to permit the importation of the Goods into, or the transit of the Goods through, the Customer's own country or other designated place of destination. The Customer must indemnify Liberty for any costs or expenses incurred by Liberty due to the Customer's failure to secure such licences or authorities. The Customer is not entitled to rescind the Contract or treat it as rescinded and Liberty will not in any way be liable to the Customer if Liberty cannot import the Goods due to the Customer's failure to secure such licences or authorities.

**10. Title and related matters**

(a) The legal and equitable title to the Goods will only be transferred from Liberty to the Customer when the Customer has met and paid all that is owed to Liberty on any account whatsoever. The Customer indemnifies Liberty against any claim, loss or damage Liberty incurs or suffers as a result of exercising its rights as contained in this clause 10.

(b) The Customer acknowledges that until the Customer has met and paid all that is owed to Liberty on any account whatsoever, the Customer holds the Goods as bailee for Liberty and that a fiduciary relationship exists between the Customer and Liberty.

(c) Until Liberty receives full payment of all monies due to it from the Customer, the Customer shall keep the Goods separate and in good condition as a fiduciary of Liberty, clearly showing Liberty's ownership of the Goods and, shall keep books recording Liberty's ownership of the Goods and the Customer's sale or otherwise of them in accordance with paragraphs 10(e) and 10(f). The Customer, if required, shall deliver the Goods up to Liberty.

(d) If the Customer defaults in any payment due, in addition to clause 11(b), Liberty may take possession of the Goods wherever the Goods are located and the Customer agrees that representatives of Liberty may enter upon the Customer's premises for that purpose or, if the premises where the Goods are located are owned by a third party, that the Customer will use its best endeavours to obtain for Liberty that third party's consent to enter the said premises.

(e) Despite paragraph 10(a), the Customer may sell as fiduciary agent for Liberty the Goods to a third party in the normal course of the Customer's business provided that where the Customer is paid by that third party, the Customer holds the proceeds of sale to the extent of the amount owing by the Customer to Liberty at the time of receipt of such proceeds on trust for Liberty. The Customer must keep those proceeds separate on trust for Liberty and not mix those proceeds with any other monies.

(f) If the Customer uses the Goods in some manufacturing or construction process of its own or some third party, then the Customer shall hold such part of the proceeds of such manufacturing or construction process as related to the Goods on trust for Liberty. Such part shall be deemed to equal in dollar terms the amount owing by the Customer to Liberty at the time of the receipt of such proceeds. The Customer must keep that part of the proceeds separate on trust for Liberty and not mix those proceeds with any other monies.

(g) Risk in the Goods passes as provided by the relevant section of Incoterms for the form of sale agreed, and in any event risk in the Goods passes from Liberty to the Customer no later than on the Goods being cleared through customs in the country of destination (and in any event, prior to the Goods leaving the customs control area).

(h) In the event that the Contract does not specify the form of sale by reference to the Incoterms, the Goods will be supplied Free on Board "FOB" as that term is understood in the Incoterms. Where other forms of sale are specified, the relevant Incoterms will apply unless varied by the Contract.

(i) Without limiting any other provision of this clause 10, if the Contract creates, gives rise to, or provides for a Security Interest in favour of Liberty, the Customer acknowledges and agrees:

- (i) that Liberty may do anything Liberty considers reasonably necessary including, but not limited to, registering those Security Interests under the PPSA;
- (ii) the Customer will do all things necessary to assist Liberty to take the steps referred to in clause 10(i)(i).

#### 11. Default

(a) The Customer will be in default if:

- (i) the Customer breaches the Terms and Conditions;
- (ii) payment for the Goods has not been received by Liberty by the due date of payment;
- (iii) the Customer being an individual commits an act of bankruptcy or becomes an insolvent under administration, or similar under any law whether in Australia or elsewhere;
- (iv) the Customer being a body corporate becomes an externally-administered body corporate or has an application for winding up filed against it or similar under any law whether in Australia or elsewhere; or
- (v) Liberty forms the opinion on reasonable grounds that the Customer's credit worthiness or credit standing has materially deteriorated since the date of the Order Acknowledgement.

(b) If the Customer defaults, Liberty may:

- (i) treat the whole of the Contract and any other Contract with the Customer as repudiated and sue for breach of contract; and/or
- (ii) refuse to supply any Goods to the Customer; and/or
- (iii) claim the return of any Goods in the Customer's possession where title has not passed to the Customer, with all costs of such return to be borne by the Customer; and/or
- (iv) without notice to the Customer withdraw or vary any credit Liberty has provided to the Customer; and/or
- (v) without notice to the Customer make all monies owing by the Customer to Liberty on any account immediately due and payable;

#### 12. Credit

(a) Liberty may grant the Customer credit upon the Terms and Conditions on the basis of such documents and information as may be required by Liberty.

(b) Until Liberty grants the Customer credit by notice in writing, Liberty will only supply Goods to the Customer on the basis that payment for the Goods must be made in accordance with Clause 5.

(c) The granting of credit does not oblige Liberty to extend any particular amount of credit to the Customer.

#### 13. Intellectual Property

(a) The Customer warrants to Liberty that all documents provided by the Customer are accurate and that Liberty is entitled to use all such documents for the purposes of the Contract and that such use does not infringe any third party's intellectual property rights.

(b) The Customer indemnifies Liberty against all claims and all losses and damages incurred by Liberty as a result of documents provided by the Customer to Liberty for the purposes of or in the course of the supply of the Goods breaching a third party's intellectual property rights.

(c) If the Customer receives any confidential information from Liberty the Customer may not use or disclose such information unless it receives the prior written consent of Liberty, such information enters the public domain (other than as a result of a breach of this paragraph) or the use or disclosure is required by law.

**14. Force Majeure** Liberty is not liable for failure to perform the Contract to the extent and for so long as its performance is prevented, hindered or delayed because of:

- (a) act of God, unavoidable accident, war, threat of war, port blockage of any kind, act of terrorism, restrictions rules or regulations of any duly constituted government authority, fire or flood or other circumstances beyond the control of Liberty whether or not of the nature or character specifically enumerated in this clause;
- (b) failure of Liberty's machinery;
- (c) failure of a supplier to Liberty; and/or
- (d) strike, lock out or other labour difficulty.

Liberty is not liable for damage caused or suffered as a result of delay in performance due to a force majeure event described above. In the event that a force majeure event (as described above) continues for 3 months or more Liberty may terminate the Contract without any penalty or liability for loss or damage to the Customer.

#### 15. Representations and Fitness for Purpose

Except as expressly provided to the contrary in the Contract, all representations, warranties, terms and conditions in relation to the Goods (whether implied or otherwise) are hereby excluded to the maximum extent permitted by law.

#### 16. Insurance

(a) Where the Goods are sold at a price including insurance Liberty will arrange at its cost marine insurance, the terms of which insurance will be at the sole discretion of Liberty.

(b) If there is evidence of cargo damage at the time of discharge of the Goods from the vessel the Customer shall notify Liberty immediately of such damage but in

any event not later than 3 days after completion of the discharge.

(c) Where the Goods are at the Customer's risk and title has not passed to the Customer, the Customer must insure them against loss or damage until title does pass and in the event of loss or damage to the Goods, the Customer shall hold the proceeds of such insurance on behalf of Liberty as trustee for Liberty. In the event that title does not pass to the Customer under the Contract, the Customer must immediately pay any such insurance proceeds to Liberty on demand by Liberty.

#### 17. Limitation of Liability

(a) Subject to clause 17(c), Liberty's liability to the Customer (and any party claiming through the Customer against Liberty) for any claim for loss or damages (including legal expenses) made in connection with a Contract in contract, tort (including negligence), under statute, in equity or otherwise shall be as follows:

- (i) if Liberty is in breach of a Contract Liberty's liability is strictly limited to: (A) for goods, products or materials the cost of replacement of the defective Goods as soon as reasonably practicable, or the repair of the defective Goods or the repayment (or allowance) of the invoice price of the defective Goods at the option of Liberty; (B) for services, to the provision of the services again or payment of the cost of having the relevant services provided again at the option of Liberty;
- (ii) Liberty's liability for breach of a Contract does not extend beyond the defective Goods to any other Goods that are part of an Order or otherwise;
- (iii) where loss or damage is not covered by subparagraph 17(a)(i), Liberty is not liable to the Customer under statute, in equity or in tort (including negligence or otherwise) for any loss or damage to person or property arising from or caused in any way by the Goods;
- (iv) Liberty shall not be liable for any indirect, special or consequential loss or damage of any nature whatsoever resulting from or caused in any way by the Goods;
- (v) "indirect, special or consequential loss or damage" includes: (A) any loss of income, profit or business; (B) any loss of goodwill or reputation; (C) any loss of value of intellectual property.

(b) Any claim by the Customer in respect of defective Goods and/or damaged Goods must be made in writing within 14 days of the delivery of the Goods.

(c) Liberty's obligations in the event of paragraph 15(a)(i) applying do not include:

- (i) the cost of removal of defective Goods whether installed or otherwise;
- (ii) the cost of installation of replacement for defective Goods;
- (iii) defects in Goods caused by improper installation or maintenance of Goods or related components or normal wear and tear and damage.

**18. Waiver** Liberty waives a right under a Contract only by written notice that it waives that right. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.

**19. Severance** If a provision of a Contract would, but for this clause, be unenforceable:

- (a) the provision must be read down to the extent necessary to avoid that result;
- (b) if the provision cannot be read down to that extent, it must be severed without altering the validity and enforceability of the remainder of the Contract.

**20. Variation** Liberty may vary the Terms and Conditions for Orders after the initial accepted Order without notice to the Customer.

**21. Costs** The Customer must pay Liberty all costs and expenses incurred by Liberty in connection with the Contract including legal expenses (on a solicitor-client basis), stamp duty and costs incurred in the recovery of monies owing by the Customer to Liberty or in otherwise enforcing Liberty's rights against the Customer under the Contract.

#### 22. Notices

All notices must be in writing and can be despatched by mail, electronic mail or facsimile number or electronic mail address or address of the addressee given by the addressee to the sender or last known to the sender.

**23. Applicable Law** All Contracts will be governed by the law of South Australia and the courts of South Australia have non-exclusive jurisdiction in connection with the Contract. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) as well as national implementing legislation of the Vienna Convention do not apply to the Contract.

**24. Liberty may Assign** Without notice to the Customer, Liberty may assign to any person this document and any Contract.

#### 25. Weights and Measurements

(a) The Customer or its agent may at the Customer's cost arrange inspection of the Goods prior to shipment with consent of Liberty provided that such inspection will not, or not likely inconvenience Liberty or delay shipment of the Goods. Any demurrage or other Taxes

resulting from such inspection by Customer or Customer's agent must be paid by the Customer.

(b) The Customer acknowledges that any and all statements by Liberty as to weight or other characteristics of Goods (whether in the Contract or otherwise) are approximate.

(c) Liberty may (in its absolute discretion) supply Orders on an actual or calculated basis. A calculated basis will be in accordance with the applicable Australian Standards.

(d) Liberty's statements as to weight, length, quantity or other characteristics of Goods are final and Liberty is not liable for any errors in such statements unless the Customer gives Liberty:

- (i) written notice of any error within 14 days of receipt of Goods; and
- (ii) a reasonable opportunity to examine and re-test the Goods before they are used or dealt with.

#### 26. Shortages

(a) The Customer will inspect and check all Goods received as soon as practicable upon unloading. No claim by the Customer for shortages of Goods may be made unless such claim is notified to Liberty with forty-eight (48) hours of such inspection.

(b) Liberty will endeavour to rectify any shortages as soon as practicable after receiving notice but will not suffer any liability from or in respect of such rectification.

#### 27. Anti-corruption

(a) The Customer and Liberty agree to continually maintain high ethical standards and not engage in, or aid in any way, corrupt or fraudulent activities that can detrimentally impact on the other.

(b) The Customer acknowledges that Liberty is subject to the strict obligations contained within the Anti-bribery Laws, warrants that it is familiar with those provisions, and undertakes that it complies, and will at all times remain in compliance with, the Anti-bribery Laws and will not do anything to put Liberty in breach of those laws.

(c) Neither the Customer or Liberty will directly or indirectly make or offer to make payments, or provide any other benefit, to local or foreign officials, that would violate the Anti-bribery Laws, nor will either party condone or tolerate such conduct by subcontractors or by any other third parties.

(d) The Customer must inform Liberty as soon as practical after it becomes aware of any actual or reasonably anticipated breach of this clause 27, and take all actions necessary to return to compliance.

(e) For the express purpose of clause 11 (Default), if the Customer fails to comply with this clause 27, or Liberty forms the opinion on reasonable grounds that the Customer has breached or is reasonably anticipated to breach this clause 27, the Customer is in default of the Contract and Liberty shall have the unilateral rights set out in clause 11(b), exercisable immediately.

(f) To the extent permitted by law, the Customer agrees to indemnify Liberty against any loss or damage arising in connection with a breach of this clause 27.

#### 28. Sanctions and anti-money laundering

(a) The Customer must comply with all applicable UN Sanction Enforcement Laws including laws dealing with:

- (i) the supply and/or export of sanctioned goods, services or information to foreign nationals or institutions, including those goods, services or information prohibited under the UN Sanction Enforcement Laws, the *Autonomous Sanctions Act 2011* (Cth), the *Customs Act 1901* (Cth) and the *Weapons of Mass Destruction (Prevention of Proliferation) Act 1995* (Cth); and
- (ii) the engagement in sanctioned activities, including those activities prohibited under the UN Sanction Enforcement Laws or the *Autonomous Sanctions Act 2011* (Cth).

(b) The Customer must not deal with, or knowingly make any funds or assets available to a person or organisation on the consolidated list of designated persons and entities, created pursuant to the Charter of the United Nations Act 1945 and the *Autonomous Sanctions Act 2011*, and available at [http://www.dfat.gov.au/cat/UNSC\\_financial\\_sanctions.html](http://www.dfat.gov.au/cat/UNSC_financial_sanctions.html)

(c) The Customer must not knowingly or recklessly do anything to put Liberty in breach of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), rules and other subordinate instruments.

(d) The Customer must inform Liberty as soon as practical after it becomes aware of any actual or reasonably anticipated breach of this clause 28.

(e) For the express purpose of clause 11 (Default), if the Customer fails to comply with this clause 28, or Liberty forms the opinion on reasonable grounds that the Customer has breached or is reasonably anticipated to breach this clause 28, the Customer is in default of the Contract and Liberty shall have the unilateral rights set out in clause 11(b), exercisable immediately.

(f) To the extent permitted by law, the Customer agrees to indemnify Liberty against any loss or damage arising in connection with a breach of this clause 28 above.

#### 29. Dispute resolution

(a) The parties shall seek to resolve any dispute or claim arising out of or under a Contract by friendly discussion before submitting that dispute or claim to arbitration. Any party may notify the other party in writing of its desire to have a discussion to resolve a dispute or claim.

(b) Any dispute or claim arising out of or under a Contract which remains unresolved after 1 month after the date on which notice is given under clause 29(a), shall subject to this clause be referred to and settled by arbitration under the UNCITRAL Rules. The appointing authority shall be the Australian Centre for International Commercial Arbitration.

(c) The seat and place of any arbitration under a Contract is Adelaide, South Australia.