

eLumina Global Pty Ltd ("eLumina")
ABN 25 669 469 489

STANDARD CONDITIONS FOR SERVICES

1. Scope of Application

These Standard Conditions apply to the performance of maintenance, inspections, repair, modification and commissioning or recommissioning works (hereinafter "Services") performed by eLumina on installations, equipment, associated goods and the supply of spare parts (hereinafter "Equipment").

2. General

2.1 eLumina's obligation to perform the Contract shall come into effect upon receipt of eLumina's written acknowledgement stating its acceptance of the order ("Order Acknowledgement") provided that the necessary permits have been obtained from the authorities by the customer. Tenders that do not contain a set period for acceptance are binding for a period of 30 days after dispatch by eLumina.

2.2 General conditions of the customer shall not apply and these eLumina Standard Conditions for Services will apply notwithstanding any offer or counteroffer that seeks to apply the customer's, or any other, terms and conditions.

2.3 All agreements and directions must be in writing.

2.4 "Contract" means each separate contract between eLumina and the Customer pursuant to which Services are supplied by eLumina to the customer, as constituted under clause 2.

3. Scope of Services

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

4. Designs, Technical Documentation and Software

4.1 Designs, drawings and technical documents and data contained in software are only binding insofar as they form an integral part of the Contract.

4.2 eLumina retains all rights to designs, drawings, technical documents and software. The customer acknowledges these rights and shall not make such designs, drawings, documents and software available to any third party, either in whole or in part, nor use them for any purpose other than the agreed upon purpose(s) without the prior written consent of eLumina.

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

5. Regulations and Standards

The customer shall, at the latest when placing the order, refer eLumina in writing to the standards and regulations applicable to the provision of the Services, the operation of the Equipment and any HSE requirements. The customer shall make eLumina aware of any special consideration to be shown to the customer itself or third parties during the provision of the Services. If such special considerations were not notified to eLumina prior to the creation of the Contract and as a result eLumina incurs additional cost and/or delay in performance of the Services, as applicable, eLumina shall be entitled to a variation to the price, or the time for performance or both.

6. Provision of Services

6.1 eLumina shall provide the Services in a professional manner using suitably qualified and experienced personnel. eLumina may provide the Services through third parties as subcontractors.

6.2 The Equipment shall be inspected by eLumina to determine the material and work required. If the inspection shows that additional Services that go beyond the agreed scope of Services are necessary, eLumina shall offer a quotation for such Services.

6.3 eLumina may provide the Services at its own premises where practicable.

6.4 eLumina shall, upon request in writing, inform the customer of the Services provided. The time spent preparing the report shall be invoiced as working time.

6.5 Unless otherwise agreed, replaced parts shall remain the property of the customer.

6.6 If eLumina personnel are significantly prevented from providing the Services for reasons for which eLumina is not responsible, eLumina may order such personnel to stop work and leave the site. In such event and if personnel are retained after having provided the Services, the waiting time shall be invoiced to the customer as working time at the appropriate rates as well as any travel expenses plus daily allowances.

7. Obligations of the Customer

7.1 The customer shall make available to eLumina the technical documents regarding the Equipment in good time and as fully as possible. If eLumina requires additional information, the customer shall procure supplementary technical documents from the manufacturer of the Equipment in good time.

7.2 The customer shall ensure that the necessary entry and exit, work permit and all other permits for eLumina personnel and the permits for the import and export of tools, equipment, measuring and testing equipment and materials are granted in good time and remain valid for the duration of the Services.

7.3 The customer shall carry out all construction and other preparatory work (including without limitation, isolation or isolation assistance and the availability of relevant customer plant or equipment) professionally and, if applicable, in accordance with any documentation supplied by eLumina. The customer shall undertake all that is necessary in order that Services can be

commenced on time and carried out without hindrance or interruption.

7.4 The customer shall ensure that the transport access routes to the workplace are usable, that access to the workplace is guaranteed, all necessary rights of way are secured, and that the workplace itself is in a condition allowing the Services to commence.

7.5 The customer shall take all accident prevention measures required. If the customer fails to take such measures and if the safety of personnel is not guaranteed, eLumina may at any time refuse or stop the provision of Services and order the return of its personnel. eLumina may also refuse or stop the provision of Services or order its personnel to return if the safety or health of personnel is not guaranteed for any other reasons. The customer shall provide any necessary assistance should any of eLumina's personnel suffer an accident or become ill.

7.6 The customer shall arrange, where applicable, for the provision of accommodation (for example, as appropriate, heated or air conditioned, lockable, working, living and changing rooms for eLumina personnel, including suitable sanitary facilities throughout the period of provision of Services. In addition, the customer shall provide lockable, dry rooms for the storage of tools, equipment and material. All these rooms shall be located, if possible, in the immediate vicinity of the workplace.

7.7 The customer shall procure spare parts in a timely manner according to eLumina's specifications and shall make them available to eLumina's personnel unless eLumina is obliged to deliver spare parts.

7.8 The materials and spare parts to be used for the Services shall be stored in accordance with eLumina's instructions in such a manner that they are protected from any loss or damage. Before the provision of the Services commences, the materials and spare parts shall be checked by the customer for completeness and damage in the presence of an eLumina representative. Should any material or spare parts be lost or damaged, they shall be re-supplied or repaired by the customer or, upon the customer's request, by eLumina at the customer's expense.

7.9 The customer shall provide the following

in accordance with eLumina's instructions:

- a) Qualified skilled and unskilled workers with the necessary tools and equipment. These workers shall comply with the working instructions of eLumina personnel. In no event shall any employment or other legal relationship to eLumina be established by the giving of such instructions;
- b) Cranes and other lifting devices, in good working order, with attendant personnel, appropriate scaffolding and means of transport for personnel and materials, appropriate workshop equipment and measuring equipment;
- c) All necessary consumable and installation materials, cleaning materials, lubricants and miscellaneous sundry items;
- d) Electricity and lighting (including the necessary connections to the workplace), heating, compressed air, water, steam and fuel as applicable to the provision of the Services;
- e) Sufficient means of communication, at least telephone and internet connection;
- f) Software required by eLumina.

7.10 The customer shall be responsible for the disposal of replaced parts of the Equipment and consumable materials, such as oils, gases, dust, etc. in an environmentally friendly manner.

7.11 Any tools made available to eLumina by the customer shall be returned to the customer after completion of the Services. Unless instructions to the contrary are given, these tools shall be kept available on the workplace, at the customer's risk.

7.12 The customer is liable for losses and damages caused by its personnel irrespective of whether eLumina personnel manage and supervise the works unless the losses and damages can be proved to have been caused through grossly negligent instructions or supervision by eLumina personnel.

7.13 The customer is liable for losses and damages caused by material, spare parts, tools and equipment provided by the customer irrespective of the fact that eLumina personnel may have used them without complaint.

7.14 The customer shall fulfill its obligations in time and correctly and without cost to eLumina. If the customer does not fulfill its obligations, in

whole or in part, eLumina may fulfil such obligations itself at the customer's risk or have them fulfilled by a third party. The costs shall be borne by the customer in any event. The customer shall release eLumina from any liability for claims of third parties and indemnify eLumina for any loss suffered therefrom.

8. Reservation Notice

Express reservations by eLumina personnel to the customer regarding conditions, employment, safety or usability of the Equipment and express reservations by eLumina personnel regarding instructions, directives or measures by the customer or regarding actual circumstances may be made in writing or orally and are deemed to be reservation notices by eLumina relieving eLumina of any liability.

9. Working Time

9.1 Subject to any mandatory regulations to the contrary at the workplace, or anything in the Special Conditions to the contrary, the working times shall be as set out in eLumina's offer or Order Acknowledgment.

9.2 The working hours of eLumina personnel shall be divided according to the customer's requirements and the local conditions. The normal daily working hours shall be between 7 a.m. and 5 p.m.

9.3 Working hours more than the normal weekly or daily working times shall be overtime. Overtime work is only permitted when agreed upon by both parties. Overtime work should not, as a rule, exceed the daily working time by more than two hours and the normal weekly working time by more than ten hours.

9.4 The normal working hours for night work on working days are between 5 p.m. and 7 a.m. (except night work overtime). Overtime worked between 5 p.m. and 7 a.m. is night work overtime.

9.5 Work on Saturdays, Sundays or on other weekdays that are rest days at the workplace is Sunday work. Holiday work is work on days that are statutory holidays at the workplace.

10. Travelling Time and Time considered to be Working Time

10.1 Travelling time, an appropriate time for preparatory work necessary for the provision of the Services and winding-down time after the journey shall be regarded as working time in accordance with Clause 9.1.

Travelling time includes:

- the time required for the journey to and from the workplace;
- the time required to move into the accommodation at the workplace and the time required for official registration and departure formalities.

10.2 If it is not possible to obtain suitable accommodation and/or adequate catering facilities near the workplace, if the time required each day to travel between the accommodation and/or catering facilities and the workplace is more than half an hour each way (travelling time) any additional travelling time shall be charged as working time.

All expenses arising from the above and the cost of the use of suitable means of transport or a hire car shall be paid by the customer.

10.3 If eLumina personnel are hindered in providing the Services due to reasons for which eLumina is not responsible, or if eLumina personnel are retained on site after completion of the Services for any reason whatsoever, eLumina is entitled to invoice the waiting time as working time. All other costs associated with such hindrance or retention shall also be paid by the customer. These provisions also apply to any other time lost due to reasons for which eLumina is not responsible.

11. Prices

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

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

customer.

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

11.3 Taxes, including without limitation Goods and Services Tax (GST), levies, fees, and the like, which eLumina or its personnel must pay in connection with this Contract or its fulfillment, for the provision of Services as well as the administrative costs connected therewith, shall be borne by the customer.

If taxes, including without limitation GST, levies, fees, or the like are levied against eLumina or administrative costs are incurred, they shall be reimbursed by the customer within 30 days of receipt of a copy of the respective invoice or receipt.

11.4 Work Invoiced on Time and Material Basis

The Services provided shall be invoiced as follows:

11.4.1 Personnel Costs

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

Unless the Special Conditions provide otherwise, the rates given in the Appendix shall apply to the working time, overtime, night work, night work overtime, Sunday and public holiday work, travelling time and other times regarded as being equivalent to working time. A maximum of 12 hours per day shall be invoiced as travelling time. When work is carried out under dirty or especially difficult conditions, for example at great heights or depths, or when special protective clothing or breathing equipment must be worn, a surcharge per working hour shall be invoiced, in addition to the

general rates and to the costs of board and lodging.

11.4.2 Travelling Costs

The costs for the journey to and from the workplace, and for travelling within the country where the Services are to be provided using means of transport chosen by eLumina, shall be invoiced to the customer based on expenditure with a percentage for administration costs.

11.4.3 Costs of Board and Lodging (Daily Allowance)

Where applicable, the customer shall provide eLumina personnel with good and adequate board as well as good, clean, heated and/or air-conditioned and lockable single accommodation at the workplace or in its vicinity in a standard at least equivalent to customers' own employees accommodation.

11.4.4 Cost of Tools and Equipment

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

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

11.4.5 Costs for Consumables and Sundry Materials

Consumables, installation and sundry materials supplied by eLumina shall be charged at cost plus a percentage for administration costs.

11.4.6 Costs in Connection with Illness and Accident

In the event of illness or accident to eLumina personnel, the customer shall ensure the necessary appropriate medical treatment and care in compliance with applicable environmental, health and safety legislation.

eLumina's right to take its personnel home at any time shall however not be affected. eLumina shall bear all costs arising therefrom.

11.5 Work Invoiced as Lump Sum

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

If the customer has not provided the preparatory work or services to be provided by it in good time or satisfactorily, eLumina may adjust the lump sum price. eLumina is also entitled to such an adjustment if eLumina personnel are prevented from providing the Services or are retained for any reason whatsoever after completion of the Services.

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

12. Terms of Payment

12.1 Unless specified otherwise in the Special Conditions, the price and costs shall be invoiced fortnightly. All amounts owed to eLumina are payable within 30 days of the invoice date.

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

12.4 If the customer exceeds the agreed periods of payment, it shall be liable, without reminder and with reservation of the right to bring further claims, for interest at a rate depending on the terms prevailing at eLumina's domicile, but not less than 5 percent per annum.

The contractual payment obligations remain in force.

13. Completion Period

13.1 A completion period is only binding when specified in the Order Acknowledgment that also covers the scope of the Services to be provided. The completion period begins as soon as, in eLumina's opinion, all preliminary requirements for the commencement of the provision of the Services have been fulfilled.

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

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

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

- a) the information required for performance of the Contract is not made available to eLumina in time or is incomplete, or if the customer subsequently changes such information; or
- b) the customer or a third party is in delay with work it must execute, or the customer is in delay in the performance of its contractual obligations; or
- c) impediments exist which eLumina, despite the use of the required level of care cannot prevent, regardless of whether such impediments arise at eLumina's, the customer's or a third party's premises. Such impediments include significant operating breakdowns, accidents, labour conflicts, late or deficient delivery of raw materials, semi-finished or finished products, measures taken or omissions by any state authorities; or
- d) any other circumstances arise for which eLumina is not responsible.

13.5 If the agreed completion period is not complied with, the customer may claim damages for delay if it can be proved that the delay was caused through the fault of eLumina.

Unless otherwise agreed in the special conditions, damages for delay shall not exceed 1/2 percent for each full week's delay and shall in no event whatsoever altogether exceed 5 percent of the contract price for the Services for the part of the Equipment that could not be put into operation on time due to the delay. Such damages shall be the exclusive monetary remedy for delay other than termination if the limit on such liquidated damages is reached.

13.6 If a specific date is agreed instead of a completion period, such date shall correspond to the last day of an agreed completion period, Clauses 13.1 to 13.5 shall apply thereto.

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

14. Risk

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

15. Acceptance of the Services

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

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

15.3 Acceptance shall also be deemed as having taken place:

- if the acceptance does not take place on the date arranged for reasons for which eLumina is not responsible; or
- if the customer refuses to sign an acceptance report; or
- as soon as the customer puts the Equipment into operation; or if the customer refuses the acceptance without being entitled to do so.

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

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

16. Warranty

16.1 Unless another period has been agreed in the Special Conditions, eLumina warrants for a period of three months after acceptance of the Services, that the Services have been provided in a professional and careful manner. If acceptance of the Services is delayed for reasons for which eLumina is not responsible, the warranty period shall end at the latest 12 months after the completion of the Services.

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

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

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

17. Contract Performance

17.1 In all cases where eLumina has failed to fulfil its contractual obligations and where not expressly covered by these Standard Conditions, the customer shall grant eLumina a reasonable additional period to remedy its performance. If such additional period lapses and is unused due to fault on the part of eLumina, the customer may terminate the Contract with respect to the Services not in conformity with the Contract or provision of which is anticipated not to be in conformity with the Contract. In such event, eLumina is only liable for reimbursement of sums already paid for the parts of the Services affected by the termination.

17.2 In the event of a contract termination by the customer in accordance with Clause 17.1, the provisions of Clause 20 shall apply regarding any liability of eLumina.

18. Termination of the Contract by eLumina

The Contract may be terminated by eLumina if unforeseen events substantially change the scope, nature or the content of the Services or substantially affect the fulfillment of the Contract by eLumina, or if the performance of the Services subsequently becomes entirely or partially impossible by reason of force majeure or other circumstances beyond the control of eLumina.

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

19. Limitation of Liability

Notwithstanding anything else contained in these Standard Conditions, customer order or Contract to the contrary, eLumina shall not be liable (to the fullest extent permitted at law) whether by way of indemnity, guarantee, or by reason of any breach of contract, or of statutory duty or by reason of tort (including but not limited to negligence) or any other legal principle or doctrine for:

- (i) any loss of profits, loss of use, loss of revenue, business interruption or loss of anticipated savings or for any similar financial or economic loss (whether direct or indirect) or

for any consequential or indirect loss or damage whatsoever; or

(ii) any other amount which in aggregate with any other liability (being any past, present or future liability) to which this clause applies, that exceeds the aggregate value of all payments of the contract price made under these terms.

20. Right of Recourse by eLumina

In the event of injury to persons or damage to property of third parties because of actions or omissions by the customer or its personnel for which eLumina is held liable, eLumina shall have a right of recourse against the customer.

21. Miscellaneous Provisions

21.1 Amendments to the Contract must be in writing to become effective.

21.2 If any provision of these Standard Conditions or the Contract is declared by a judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, or indications to that effect are received by either of the parties from any competent authority, that provision will be severed from the Contract and the remaining provisions of the Contract will remain in full force and effect.

21.3 These terms and conditions are governed by and construed with reference to the laws for the time being in force in the State of Queensland, Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of Queensland, Australia and of any courts that have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

21.4 The customer acknowledges that this Contract contains the whole agreement between the parties in relation to the subject matter of their dealings and it has not relied upon any oral or written representation made to it by eLumina, or its employees or agents, and has made its own independent investigations into all matters relevant to the subject matter of their dealings.

21.5 This Contract supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the date of Order

Acknowledgment but without prejudice to any rights which have already accrued to eLumina.

21.6 The failure by eLumina to enforce at any time or for any period any one or more of the terms or conditions of these Standard Conditions is not a waiver of them or of the right at any time subsequently to enforce all terms and conditions of the Contract.

22. Appendices

The following Appendices (if any) form an integral part of these Standard Conditions for Services. In the event of any discrepancies, the Appendices shall prevail over these Standard Conditions.

Appendix 1: Schedule of Rates

Refer to eLumina Global Schedule of Rates – Services.

Appendix 2: Special Conditions

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