

THE DIVERSE GROUP OF COMPANIES & DPX PROJECTS

Terms & Conditions of Trade

The following Terms and Conditions relate to services offered by the Kyriadakis Family Trust trading as the Diverse Group of Companies & DPX Projects A.B.N. 52 136 593 938 [the "**Diverse Group**"].

These General Terms are interpreted according to the rules of interpretation.

1. AGREEMENT TO SUPPLY THE SERVICE

The Diverse Group will supply the Services on the terms and conditions of the standard form of agreement for the Services which comprises:

- a) a Formal Proposal will be noted as the "standard form of agreement".
 - a. the full-Service Description, and service options, will be provided within the Proposal.
 - b. phases proposed to complete the services, will be provided within the Proposal.
 - c. quoted price per Service Description and or Phases, will be provided within the Proposal.
 - d. full fee schedules will be provided within the Proposal.
 - e. proposed time frames for acceptance of the services, will be provided within the Proposal.
- b) if any of the terms of the proposal are inconsistent with any other forms of communications/and or documents, then the formal proposal will prevail in the order set out above.

2. INVOICES AND PAYMENT

Unless otherwise agreed, the Diverse Group may invoice the client:

- a) in accordance with the approved proposal
- b) all quotations given by the Diverse Group are subject to acceptance by the client within 30 days of the date of proposal, unless otherwise specified.
- c) prices quoted for all services, works and or phases are subject to variation by the Diverse Group after the expiration of any time limit imposed on the proposal supplied by the Diverse Group.
- d) all documentation and fee schedules supplied by the Diverse Group are confidential and shall remain the property of the Diverse Group, and no parts of any such documents shall be divulged to other parties without prior consent by the Diverse Group.
- e) all prices quoted are in Australian dollars and subject to GST unless otherwise stated.
- f) a valid tax invoice in respect of each taxable supply will be issued.
- g) at the Diverse Group's discretion, a non-refundable 50% deposit will be requested from time to time. [Note – Deposits cover preliminary administration tasks,

scheduling of consultants, preliminary investigations works prior to the delivery of the works and are non-refundable].

- h) the Diverse Group payment terms are strictly 7 days from invoice date.
- i) the client will pay each amount invoiced in the way and by the due date specified on the invoice.
- j) the Diverse Group will endeavour to include a comprehensive description of your services on your invoice.
- k) the Diverse Group reserves the right to re-issue any invoice if any error is later discovered. If the client has overpaid as a result of a billing error, your account will be credited with the overpayment or, the Diverse Group will refund the overpayment promptly after your request and after deduction of any other amounts due by the client to the Diverse Group.
- l) If the client does not pay any amount invoiced by the due date (except any amount which is validly disputed), then the Diverse Group may charge interest on overdue invoices. Interest shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Diverse Group's sole discretion such interest shall compound monthly at such a rate)
- m) The client may not withhold, deduct or set-off any amount from or against any payment due by the client to the Diverse Group in any circumstances.
- n) Payment will be made by cash, cheque, direct deposit or by any other method agreed between the Diverse Group and the client.

3. BILLING DISPUTES

- a) The client may dispute an amount invoiced by the Diverse Group.
- b) To raise a valid dispute, the client must:
 - a. make a request to the Diverse Group, by email or in writing, to investigate the specific charges or invoice, providing at the same time specific evidence which demonstrates that a particular charge or invoice is incorrect; and
 - b. make any such request to the Diverse Group within 3 months of the date of the relevant invoice.
- c) The client may only make a claim or commence proceedings alleging that any charge or invoice is incorrect, or you are entitled to a refund for overpayment, if the client does so within 3 months of the date of invoice or overpayment.
- d) If the client raises a valid dispute, then the Diverse Group will conduct investigations which are reasonably necessary and appropriate in the circumstances of the dispute. At the end of these investigations, the client will pay any outstanding amount, within five (5) Business Days.

4. ACCEPTANCE

- a) Any instructions received by the Diverse Group from the client for the performance of the services and/or the Client's acceptance of the services performed by the Diverse Group shall constitute acceptance of the terms and conditions contained herein.

- b) Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the invoice.
- c) Upon acceptance of these terms and conditions by the Client the terms and conditions are binding and can only be amended with the written consent of the Diverse Group
- d) The Client shall give the Diverse Group not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, or business practice).
- e) The client shall be liable for any loss incurred by the Diverse Group as a result of the Client's failure to comply with this clause.
- f) The services are performed by the Diverse Group only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Client's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.
- g) Without prejudice to any other remedies the Diverse Group may have, if at any time the Client is in breach of any obligation (including those relating to payment) the Diverse Group may suspend or terminate the services and any of its other obligations under the terms and conditions. The Diverse Group will not be liable to the Client for any loss or damage the Client suffers because the Diverse Group has exercised its rights under this clause.

5. PRIVACY AND PERSONAL INFORMATION

- a) The Diverse Group will collect personal information directly from the client, and also during their ongoing relationship with the client. The Diverse Group will only use it in order to render and perform their services.
- b) The Diverse Group will share personal information within the Diverse Group of Companies and DPX Projects only.

6. INTELLECTUAL PROPERTY

The Diverse Group owns all material (including Intellectual Property Rights) developed by it, or its Personnel, or at its or their direction. Any documents including but not limited to any provided by the Diverse Group and the copyright contained therein, shall remain the property of the Diverse Group. The client and/or any of its stakeholders and/or third-party(s) shall in no way alter or misrepresent the contents of such documents. Copies of any Diverse Group reports or documents will be for internal purposes only. The client undertakes to protect the integrity of Diverse Group materials from misuse or third-party dissemination.

7. CONFIDENTIALITY

The Diverse Group and the client each agree to keep confidential the other's Confidential Information.

8. GENERAL

- a) These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the courts of Queensland.
- b) The Diverse Group may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- c) The Client agrees that the Diverse Group may review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Diverse Group notifies the Client of such change. The Client shall be under no obligation to accept such changes except where the Diverse Group performs further services for the Client and the Client accepts such services.
- d) Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- e) The failure by the Diverse Group to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Diverse Group right to subsequently enforce that provision.