

TERMS & CONDITIONS: INFORMATION MATERIALS (NO QUOTATION)

Access to and use of any survey report, drawing, document, data or other information ("**Information Materials**") is provided by Testing and Certification Australia, a business unit of EnergyAustralia (ABN 67 505 337 385) ("**TCA**") to the customer to which the Information Materials are provided by TCA ("**Customer**") on these terms and conditions, which form a contract between TCA and Customer (referred to below as "this Agreement").

1. USE OF INFORMATION MATERIALS

1.1 Customer must not use the Information Materials, except for the purpose specified by TCA, or if no such purpose is specified, for Customer's internal business purposes.

1.2 Customer must not:

- (a) use the Information Materials for the benefit of any third party;
- (b) give any third party access to or possession of the Information Materials;
- (c) copy the Information Materials, except with the written permission of TCA; or
- (d) remove any proprietary notices or disclaimers from the Information Materials, and Customer must reproduce such notices and disclaimers on any copy of the Information Materials which TCA permits Customer to make.

2. SERVICE EXCLUSIONS

The services to be provided by TCA under this Agreement do not include, and TCA does not represent or warrant that such services include:

- (a) verifying that the Information Materials are complete, accurate and not out of date;
- (b) eliminating physical geographic limitations or variance in allowable CO2 emission trends between different jurisdictions;
- (c) interpreting the Information Materials for Customer or providing any advice in relation to the use by Customer of the Information Materials;
- (d) ensuring that Customer's use of the Information Materials complies with laws and regulations applicable to Customer; or
- (e) ensuring the Information Materials are free from any virus or computer software routine or hardware components designed to: (i) permit unauthorised access to, or use by third parties of, Customer's or any person's systems or data; (ii) disable, damage or erase the Information Materials or Customer's or any person's systems or data; or (iii) perform any other similar actions.

3. WARRANTIES

Except as expressly provided by this Agreement and apart from any condition or warranty implied by law which may not be excluded, restricted or modified, TCA makes no representations, conditions or warranties, express or implied, under this Agreement.

4. LIMITATION OF LIABILITY

4.1 Subject to clauses 4.2 and 4.3, TCA is not liable for any loss or damage, however caused (including, but not limited to, by the negligence of TCA), suffered by the Customer in connection with this Agreement, including without limitation, any loss or damage suffered or incurred in connection with the use of the Information Materials.

4.2 If the Trade Practices Act 1974 ("**TPA**") or any other legislation implies a condition or warranty into this Agreement in respect of goods or services supplied, and TCA's liability for breach of that condition or warranty may not be excluded but may be limited, clause 4.1 does not apply to that liability and instead TCA's liability for any breach of that condition or warranty is limited to:

- (a) in the case of a supply of goods, TCA doing any 1 or more of the following (at its election):
 - (i) replacing the goods or supplying equivalent goods;
 - (ii) repairing the goods;
 - (iii) paying the cost of replacing the goods or of acquiring equivalent goods;
 - (iv) paying the cost of having the goods repaired; or
- (b) in the case of a supply of services, TCA doing either or both of the following (at its election):
 - (i) supplying the services again;
 - (ii) paying the cost of having the services supplied again.

4.3 Nothing in this Agreement is intended to exclude, restrict or modify rights which the Customer may have under the TPA or any other legislation which may not be excluded, restricted or modified by agreement.

5. GOVERNING LAW

5.1 This Agreement is governed by the laws of New South Wales.

5.2 Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.