GENERAL TERMS AND CONDITIONS OF SALE

1. Scope of Applicability

1.1. These General Terms and Conditions of Sale ("GTCS") apply to all sales of products (“Products”) and services (“Services”) of IPHASE technologies Pty Ltd (“IPHASE”, “we”, “us”) to the purchaser named in the Order Confirmation (“Purchaser”, “you”), notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other communication from you. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by us unless and until we expressly confirm our acceptance in writing.

1.2. We reserve the right to change these GTCS at any time. We will give you thirty (30) calendar days’ notice of any changes by posting notice on our website. Any change applies only to orders confirmed by IPHASE after the change takes effect.

1.3. The IPHASE quotation (hereinafter referred to as the "Offer"), the accompanying Order Confirmation, the invoice and these GTCS (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or existing understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These GTCS prevail over any of the Purchaser's general terms and conditions of purchase regardless of whether or when the Purchaser has submitted its purchase order or such terms. Fulfilment of Purchaser's order does not constitute acceptance of any of Purchaser's terms and conditions nor of any changes made by Purchaser to the Offer and does not serve to modify or amend these GTCS.

2. Offers, Purchase Orders and Order Confirmations

2.1. All purchase orders issued by you shall specify as a minimum the type and quantity of goods requested, applicable unit prices, delivery place and requested delivery dates. No purchase order shall be binding on us unless and until confirmed by us in writing.

2.2. Unless otherwise specified, any Offer by IPHASE is valid for three (3) months from its date.

2.3. Whether or not an order has been preceded by an Offer from IPHASE, the Agreement is considered to be concluded when the Purchaser has received an Order Confirmation after having placed a written purchase order with IPHASE.

2.4. No order accepted by IPHASE may be cancelled by the Purchaser unless agreed upon in writing by IPHASE. All costs resulting from the cancellation, including loss of earnings, shall be the Purchaser's responsibility.

3. Prices and Terms of Payment

3.1. Unless otherwise stated in writing, the prices for the Products and Services are in Australian Dollars (AUD).

3.2. IPHASE has the right to adapt its prices for the Products and Services based on the change in the Australian Consumer Price Index (CPI) and to the change in the market conditions including but not limited to supplier raw material costs and labour costs, impacting IPHASE costs upon thirty (30) calendar days prior written notice to the Purchaser. If the Purchaser does not agree with the price change, it has 15 calendar days to react and may cancel the relevant order of Product and/or stop using the relevant Service. Thereafter the price change is deemed accepted.

3.3. The prices for goods shall be those set forth in our order confirmation. All prices are exclusive of taxes, impositions and other charges, including, but not limited to, Goods and Services Tax (GST) or charges imposed by the Australian government, and any other government authorities.

3.4. Unless expressly stated otherwise in our order confirmation, payment for goods shall be made as follows:

3.4.1. Sale of Radiosynthesis Modules:

- 70% Due on receipt of invoice (Payment in advance is required prior to shipment, or as provided in clause 4.9 where shipment is delayed)
- Remaining 30% due on completion of installation (IQ/OQ)
- IPHASE reserves the right to invoice the remaining 30% where the Products are deemed accepted under clause 4.10.

3.4.2. Sale of consumables:

- Due on receipt of invoice (Payment in advance is required prior to shipment)

3.4.3. Sale of Spare Parts:

- Due on receipt of invoice (Payment in advance is required prior to shipment)

3.5. You must submit such financial information from time to time as may be reasonably requested by us for the establishment or continuation of payment terms. We may, acting reasonably and on written notice to you, change agreed payment terms for orders not yet shipped by requiring Electronic Funds Transfers (EFT), bank guarantee, letter of credit or otherwise.

3.6. If you fail to pay any invoice within thirty (30) calendar days of the due date of payment, we may suspend delivery of any purchase order or any remaining balance thereof until payment is made or terminate delivery of any purchase order or any remaining balance thereof by providing written notice of termination to you within thirty (30) calendar days after the expiry of that thirty (30) day period. Further, we may charge you interest from the due date to the date of payment at the rate of 1.5 % per month. This shall be in addition to, and not in limitation of, any other rights or remedies to which we are or may be entitled at law or in equity.

3.7. Title to goods delivered shall remain vested in us and shall not pass to you until the goods have been paid for in full. If you fail to pay any invoice within thirty (30) calendar days of the due date of payment, we may enter any premises where the goods are located and retake the goods covered by the invoice, and you irrevocably authorise us to do so. You must insure all goods delivered to their full replacement value until title to the goods has passed to you. The Purchaser acknowledges that this clause 3.7 creates a security interest in the goods and their proceeds for the purposes of the

Personal Property Securities Act 2009 (Cth) (PPSA), and must promptly do anything reasonably requested by IPHASE to enable IPHASE to register and perfect that security interest. To the extent permitted by law, the parties contract out of sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA, and the Purchaser waives its right to receive any notice under the PPSA, including a verification statement.

3.8. If IPHASE terminates the Agreement under clause 10, the Purchaser will reimburse IPHASE for all the costs and damages caused by the termination of the Agreement in addition to paying any outstanding amounts due by the Purchaser to IPHASE.

4. Terms of Delivery and Late Delivery

4.1. Unless expressly stated otherwise in our order confirmation, all deliveries of goods shall be Delivered at Place (DAP) in accordance with Incoterms 2020.

4.2. IPHASE will use reasonable efforts to meet the delivery time frame specified in the Order Confirmation. The delivery time stated in the Order Confirmation or estimates may be increased by up to four weeks if the delivery time starting from the valid date of the order overlaps with the Christmas holidays (from 20th December to 20th January). All such delivery schedules and dates are estimates only.

4.3. IPHASE reserves the right to deliver the Products or Services earlier than foreseen in the Order Confirmation. IPHASE may, in its sole discretion, without penalty or liability, make partial shipments of Products to the Purchaser.

4.4. A delay in the delivery does not justify a cancellation of the Agreement nor a delay of payments due. No damages are accepted for late delivery unless agreed upon in writing by both parties prior to entering into this Agreement and subject to the terms of this Agreement.

4.5. IPHASE shall use reasonable efforts to meet any performance dates to render the Products or Services specified in the Order Confirmation, provided any such dates shall be estimates only.

4.6. The Purchaser is formally prohibited from opening packages containing components that must be installed at the Purchaser’s premises by IPHASE or its representative. If this occurs, the Purchaser shall be responsible for any costs or charges, for any damage caused to the components delivered and for any missing component, including the costs of replacement, delivery and the fitter's waiting time.

4.7. If the Products or Services are being exported, the Purchaser undertakes to comply promptly with all laws and regulations of the export and import country and of any other applicable laws and regulations.

4.8. We reserve the right to make delivery in instalments.

4.9. Delayed Shipment: Where shipment is delayed at the Purchaser's request, or for any reason beyond IPHASE's reasonable control, the pre-shipment payment milestone set out in clause 3.4 shall become due and payable upon expiry of the lead time stated in the Offer or Order Confirmation, irrespective of whether the Products have been physically dispatched.

4.10. Deemed Acceptance: Where Installation Qualification (IQ) and Operational Qualification (OQ) cannot be commenced or completed within three (3) months of the original scheduled shipment date due to circumstances beyond IPHASE's reasonable control, the Products shall be deemed accepted by the Purchaser for the purposes of final payment. Accordingly, the outstanding final payment shall become immediately due and payable.

4.11. Clauses 4.9 and 4.10 shall not apply where the delay or the inability to commence or complete IQ/OQ is attributable to IPHASE.

4.12. Site Readiness: The Purchaser must, at its own cost and by the date notified by IPHASE, ensure that its site is ready for installation in accordance with IPHASE's site requirements, including suitable space, utilities, shielding (including hot cells), ventilation, access and any required permits or licences. If the site is not ready, or IPHASE is otherwise prevented from commencing or completing installation for reasons attributable to the Purchaser, the Purchaser must pay IPHASE's reasonable additional costs, including storage, re-delivery, travel and waiting time, and clause 4.10 applies as if the delay were beyond IPHASE's reasonable control.

5. Acceptance and Rejection of Goods and Services

5.1. You must inspect goods delivered upon receipt, except for packages that may only be opened by IPHASE under clause 4.6, which shall be inspected by IPHASE and the Purchaser together at installation and for which the seven (7) day period in this clause runs from that inspection. You are deemed to have accepted goods delivered unless written notice of rejection specifying the reasons for the Non-conforming Product is received by us within seven (7) calendar days after delivery of the goods.

5.2. A "Non-conforming Product" means a Product delivered that differs from the Products identified in the Order Confirmation.

5.3. If IPHASE has been notified in a timely manner of any Non-conforming Products:

5.3.1. IPHASE shall, in its sole discretion, either replace the Non-conforming Products with conforming Products

5.3.2. or issue a credit or refund for the price of the Non-conforming Products, together with any reasonable shipping and handling expenses incurred by the Purchaser;

5.3.3. the Purchaser shall ship the Non-conforming Products to IPHASE's facility, at IPHASE's expense and risk of loss; and

5.3.4. if IPHASE exercises its option to replace the Non-conforming Products, IPHASE shall, after receiving the Purchaser's shipment of Non-conforming Products, ship the replacement Products to the Purchaser's delivery point at IPHASE's expense and risk of loss.

6. Warranty

6.1. We warrant that upon delivery and for a period of twelve (12) months from the date of delivery (or, for Products installed by IPHASE, twelve (12) months from completion of installation (IQ/OQ) or deemed acceptance under clause 4.10, but in any case ending no later than fifteen (15) months

after delivery) goods purchased hereunder will conform in all material respects to the applicable manufacturer's specifications for such goods and will be free from material defects in workmanship, material and design under normal use. The warranty does not cover damage resulting from misuse, negligent handling, lack of reasonable maintenance and care, accident or abuse by anyone other than us.

6.2. The warranty is only valid if the following conditions are fulfilled simultaneously:

6.2.1. The fault renders the Product unusable for its intended purpose,

6.2.2. The Product has been installed and placed in a suitable way,

6.2.3. The Product has been used in accordance with its intended purpose, good practices and with IPHASE's instructions,

6.2.4. Only consumables purchased from IPHASE, or its authorised vendors have been used with the Product.

6.3. With respect to goods which do not conform to the warranty our liability is limited, at IPHASE's option, to:

6.3.1. refund of the purchase price for such goods less a reasonable amount for usage;

6.3.2. repair of such goods; or

6.3.3. replacement of such goods; provided, however, that such goods must be returned to us, along with acceptable evidence of purchase, within thirty (30) calendar days after you discovered the lack of conformity or ought to have discovered it.

6.4. We make no other warranty, express or implied, with respect to goods delivered hereunder, and the warranty constitutes our sole obligation in respect of any lack of conformity of goods delivered hereunder (except title). In particular, we make no warranty with respect to the merchantability of goods delivered or their suitability or fitness for any particular purpose. Nothing in these GTCS excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by the Competition and Consumer Act 2010 (Cth) or any other legislation that cannot lawfully be excluded or limited. Where permitted by law, IPHASE's liability for breach of any such non-excludable guarantee (other than a guarantee under sections 51, 52 or 53 of the Australian Consumer Law) is limited, at IPHASE's option, to the repair or replacement of the goods, the supply of equivalent goods, or payment of the cost of doing so.

6.5. Costs and risks of sending Products, Product replacement parts or defective parts to the Purchaser, as well as the cost and risks of returning parts or acknowledged defective parts to IPHASE, under a valid warranty claim are IPHASE's responsibility. Where IPHASE reasonably determines that the fault is not covered by the warranty, those costs and risks, together with IPHASE's reasonable inspection costs, are the Purchaser's responsibility. Unless otherwise agreed by IPHASE, the Purchaser has the obligation to send back the defective Products to IPHASE.

7. Intellectual Property Rights Infringement, Confidentiality, Privacy and Data Protection

7.1. If any goods delivered hereunder are held to infringe a third party's patent, utility model, design, trademark or other intellectual property right and you are enjoined from using same, then provided you notify us promptly in writing of the claim and allow us to control its defence and settlement, we will, at our option and expense:

7.1.1. procure for you the right to continue using the goods;

7.1.2. replace the goods with non-infringing substitutes provided that such substitutes do not entail a material reduction in performance or function;

7.1.3. modify the goods to make them non-infringing; or

7.1.4. refund the purchase price of the goods less a reasonable amount for usage. The foregoing states our sole liability for intellectual property rights infringement.

7.2. Each party must keep confidential, and must not disclose to any third party, any information of the other party that is marked as confidential or would reasonably be understood to be confidential, including pricing, technical documentation and the terms of this Agreement (Confidential Information), except to its employees, contractors and advisers who need to know it for the purposes of this Agreement, or where disclosure is required by law.

7.3. Each party must comply with the Privacy Act 1988 (Cth) and any other applicable privacy laws in respect of any personal information collected, used or disclosed in connection with this Agreement.

7.4. Where the Purchaser is a public sector entity, IPHASE acknowledges that the Purchaser may disclose information in relation to this Agreement to the extent required by law, including under the Freedom of Information Act 1982 (Vic), or to the Auditor-General, the Ombudsman or the Independent Broad-based Anti-corruption Commission (IBAC).

7.5. Software: Where the Products include or are supplied with software or firmware, IPHASE grants the Purchaser a non-exclusive, non-transferable licence to use that software in object code form solely for the operation of the Products with which it is supplied. The Purchaser must not copy (except for backup purposes), modify, reverse engineer, decompile or disassemble the software, except to the extent permitted by law. All intellectual property rights in the software, the Products and any associated documentation remain with IPHASE or its licensors.

8. Limitation of Liability

8.1. Except in respect of the Purchaser's liability for cancellation costs under clause 2.4 and termination costs under clause 3.8, neither of us will be entitled to, and neither of us shall be liable for, indirect, special, incidental, consequential or punitive damages of any nature, including, but not limited to, business interruption costs, loss of profit, removal and/or reinstallation costs, procurement costs, loss of data, injury to reputation or loss of customers. Your recovery from us for any claim shall not exceed the purchase price for the goods giving rise to such claim irrespective of the nature of the claim, whether in contract, tort, warranty or otherwise.

8.2. We shall not be liable for any claims based on our compliance with your designs, specifications or instructions or repair, modification or alteration of any goods by parties other than us or use in combination with other goods.

9. Force Majeure

9.1. Either party shall be excused from any delay or failure in performance (other than an obligation to pay money) if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labour disputes, riots, earthquakes, floods, explosions or other acts of nature, epidemics or pandemics, government orders or restrictions, failure or delay of suppliers or carriers, and shortages of materials or components. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of ninety (90) calendar days, either party shall have the right to terminate the applicable contract(s) of sale, without liability, upon thirty (30) calendar days' prior written notice to the other party.

10. Termination

10.1. IPHASE may terminate this Agreement upon written notice to the Purchaser if the Purchaser:

10.1.1. fails to pay any amount when due under this Agreement and such failure continues for thirty (30) calendar days after receipt of written notice of non-payment;

10.1.2. materially breaches any provision of this Agreement and fails to remedy such breach within thirty (30) calendar days after receiving written notice of the breach;

10.1.3. becomes insolvent, files for bankruptcy, or undergoes any similar proceedings; or

10.1.4. engages in unlawful activity, fraud, or gross misconduct.

11. Dispute Resolution

11.1. Good Faith Negotiation: In the event of any dispute arising under this Agreement, the Parties agree to first attempt to resolve the dispute through good faith negotiations.

11.2. Mediation: If the Parties cannot resolve the dispute through negotiation, they agree to submit the dispute to non-binding mediation with a mutually agreed-upon mediator. The costs of mediation shall be shared equally by the Parties.

11.3. Arbitration: If mediation is unsuccessful, either Party may submit the dispute to binding arbitration in accordance with the rules of the Australian Disputes Centre or the Australian Centre for International Commercial Arbitration (ACICA). The decision of the arbitrator shall be final and binding on the Parties, and judgment may be entered thereon in any court of competent jurisdiction.

11.4. Exceptions: Nothing in this clause 11 prevents a party from seeking urgent injunctive or interlocutory relief from a court or prevents IPHASE from commencing proceedings in a court to recover any amount due and payable by the Purchaser under this Agreement.

12. Miscellaneous

12.1. No waiver of any provision of these GTCS shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either party to enforce any provision of these GTCS shall not constitute a waiver of such provision or any other provision(s) of these GTCS.

12.2. Should any provision of these GTCS be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the parties and enforced as modified. All other terms and conditions of these GTCS shall remain in full force and effect and shall be construed in accordance with the modified provision.

12.3. These GTCS and all contracts of sale entered between us shall be governed by and construed in accordance with the laws of Victoria, Australia without giving effect to any choice of law or conflict of law provisions. Subject to clause 11, any suits, actions or proceedings that may be instituted by either of us against the other shall be instituted exclusively before the courts of Victoria, Australia, however, without prejudice to our right to bring suits, actions or proceedings in any other court which would have jurisdiction if this provision had not been incorporated into these GTCS.

12.4. Assignment: The Purchaser must not assign, novate or otherwise transfer any of its rights or obligations under this Agreement without IPHASE's prior written consent. IPHASE may assign or subcontract its rights and obligations under this Agreement on written notice to the Purchaser.

12.5. Notices: Any notice under this Agreement must be in writing and delivered by hand, by post or by email to the recipient's address set out in the Order Confirmation, or as otherwise notified in writing. A notice sent by email is taken to be received when sent, unless the sender receives an automated message that it was not delivered; if it is sent after 5.00 pm or on a day that is not a business day in the place of receipt, it is taken to be received on the next business day. A notice sent by post is taken to be received three (3) business days after posting, or seven (7) business days if sent internationally.

12.6. Survival: Clauses 3.6, 3.7, 3.8, 6, 7, 8, 11 and 12, and any other provision which by its nature is intended to survive, survive the termination or expiry of this Agreement.