

PRO-MECH ENGINEERING SOLUTIONS PTY LTD
GENERAL TERMS & CONDITIONS OF SALES & SERVICE



1. DEFINITIONS

- 1.1 "Pro-Mech" means Pro-Mech Engineering Solutions Pty Ltd, its subsidiaries and other affiliates named in the Order who agrees to provide Goods and/or Services and services to Client.
- 1.2 "Client" means the entity named in the Order who agrees to purchase the Goods and/or Services and Services from Pro-Mech.
- 1.3 "Client's Group" shall mean the Client, any Associated Company of the Client, Client's other suppliers and sub-suppliers of any tier and their respective associated companies (but always excluding Pro-Mech) and the respective officers, employees (including agency personnel), agents, directors and successors of any of them.
- 1.4 "Conditions" means the terms and conditions of purchase as set out in this document.
- 1.5 "Confidential Information" means any and all information provided by Client's Group or Pro-Mech under the Contract.
- 1.6 "Contract" means any contract for the supply of Goods and/or Services and Services by Pro-Mech to Client which incorporates these Conditions and the Order.
- 1.7 "Delivery Date" means the date specified in the Order as and when the Goods and/or Services are to be delivered.
- 1.8 "Delivery Point" means the delivery point set out in the Order.
- 1.9 "Goods and/or Services" means the Goods and/or Services, services and/or other items to be supplied to Client by Pro-Mech in accordance with the Order.
- 1.10 "IPR" means any and all intellectual property rights protected under the law anywhere in the world, including without limitation, patents, designs, copyright, trademarks, know-how, technical information, rights in data and database rights (whether registered or unregistered or any applications for registration) whether now known or future.
- 1.11 "Purchase Order" means the written order made by Client for Goods and/or Services from Pro-Mech.
- 1.12 "Personal Data" shall mean any information relating to an identified or identifiable individual, unless otherwise defined under applicable laws related to the protection of individuals, the processing of such information, and security requirements for and the free movement of such information.
- 1.13 "Price" means the price payable by Client for the Goods and/or Services set out in the Order inclusive of all costs associated with packaging, delivery and any other applicable duties and taxes, levies expenses and charges.

2. CONDITIONS APPLICABLE

- 2.1 The agreement in writing concluded between Pro-Mech and Client including any Conditions, specifications and any other documents that are expressly incorporated into it and incorporating these Terms and Conditions shall constitute the entire contract ("Contract") between the parties and may not be amended except in writing by a Pro-Mech authorised representative.
- 2.2 These Conditions shall apply to all Contracts to the exclusion of all other terms and conditions which Client purports to apply in any form whatsoever. Client's or any third party's differing or contrary terms shall only apply if expressly agreed upon by Pro-Mech in writing.
- 2.3 In the event any special terms are agreed between Pro-Mech and Client and incorporated into the Contract, such special terms shall take precedence over these Conditions.
- 2.4 The Contract shall be deemed to be made on receipt by Pro-Mech of an Order from Client.
- 2.5 Any quotation issued by Pro-Mech is valid for a period of 30 days only from the date of issue provided, that it has not previously been withdrawn by Pro-Mech. Quotations issued by Pro-Mech do not constitute an offer and are subject to change at any time. Any orders placed in response to a quotation or otherwise will only be binding when accepted in writing by Pro-Mech. All instructions, notices, agreements, authorizations, approvals and acknowledgements shall be in writing.

3. THE PRICE AND PAYMENT

- 3.1 All stated Prices are exclusive of any taxes, fees, duties, and levies, however designated or imposed, that are levied or based upon the Price. Any taxes related to the Goods and/or Services purchased pursuant to the Contract are the responsibility of Client unless agreed otherwise by the Parties in writing.
- 3.2 Unless Pro-Mech and Client otherwise agree in writing to payment terms other than those specified herein, payment shall be made in accordance with remittance instructions furnished by Pro-Mech.
 - i. All payments shall be made within 30 days after date of Pro-Mech's invoice.
 - ii. Time for payment shall be of the essence.
 - iii. Pro-Mech may suspend credit to Client and may withhold shipment of Goods and/or Services ordered, suspend or cancel performance under the Contract if in its sole judgement the financial condition of the Client warrants such action. Suspension of performance may result in rescheduling days.
 - iv. Prices do not include applicable taxes or duties. Client is solely responsible for paying all applicable taxes and duties. Pro-Mech will add taxes to the price where required by applicable law, and Client will pay all such taxes unless Client provides Pro-Mech with a duly executed tax exemption certificate in a form satisfactory to Pro-Mech.
 - v. Client shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
 - vi. All payments payable to Pro-Mech under the Contract shall become due immediately on termination regardless of any other provision.
 - vii. If credit terms are not met, in addition to its other legal rights Pro-Mech has the right to;
 - a) Defer or cancel, at its option, the Services and/or further shipments of Goods and/or Services; and
 - b) Charge Client interest at the maximum rate permitted by applicable law on the unpaid balance due. Client will indemnify Pro-Mech for all costs including legal fees and court costs Pro-Mech incurs in connection with past due amounts by Client.
- 3.3 Any queries in respect of invoices should be brought to Pro-Mech's attention in writing within 5 days of the date of the invoice. If Client reasonably disputes an invoice, whilst Client and Pro-Mech try to reach agreement over the disputed amount, Client will pay the undisputed sum under the invoice in accordance with the timescale in Condition 3.2. The remaining amount due (if any) shall be payable by Client within 5 days of the dispute having been resolved or determined.

4. DELIVERY

- 4.1 Delivery of Goods and/or Services shall be at the Delivery Point using Pro-Mech's standard methods for shipping and packing.
- 4.2 Times for delivery of Goods and/or Services specified in the Contract are estimates only and as such time shall not be an essential or material condition of the Contract that would allow the Client to cancel or terminate the Contract or claim damages.
- 4.3 Pro-Mech may deliver the Goods and/or Services by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. Any failure by Pro-Mech to deliver or any claim by the Client in respect of any one or more of the instalments in accordance with these Conditions shall not entitle the Client to treat the Contract as a whole as repudiated.
- 4.4 Delivery dates are intended to be an estimate and time and date for delivery shall not be made of the essence by notice or otherwise and are dependent on prompt receipt by Pro-Mech of all information and assistance required or requested by Pro-Mech to permit Pro-Mech to carry out its obligations under the Contract. Pro-Mech shall not be liable for any damage, losses or expenses incurred by Client if Pro-Mech fails to meet the estimated delivery dates.
- 4.5 In the event that the Goods and/or Services are not collected by Client on actual date of delivery, Pro-Mech may (at its discretion) place Goods and/or Services in storage at the sole cost, expense and risk of the Client.
- 4.6 All Goods and/or Services must be thoroughly inspected by Client. Notification of defect must be made within forty-eight (48) hours of receipt.
- 4.7 Pro-Mech shall not be liable for non-delivery of Goods and/or Services unless Client gives written notice to Pro-Mech of the non-delivery within forty-eight (48) hours of the date and time when the Goods and/or Services would in the ordinary course of events have been received.
- 4.8 In the event that the Client fails to notify Pro-Mech in accordance with Condition 4.7 and 4.8, the Goods and/or Services will be deemed to have been accepted by the Client following which the Client shall not be entitled to reject the Goods and/or Services or make any claim in respect of the quantity and/or defect

of Goods and/or Services delivered.

5. WARRANTIES AND REMEDIES

- 5.1 Warranties are as specified by the original manufacturer (if any), and Pro-Mech does not give any warranty or guarantee beyond such warranty. Pro-Mech reserves the right to refuse any unreasonable requests for return of Goods and/or Services. Furthermore, the amount of payment or remedy is limited to the amount or settlement arrangement Pro-Mech is able to successfully claim from the original equipment manufacturer (OEM). Any warranty claims are on the basis of repairing or replacing the Goods and/or Services. Refunds will only be paid if Pro-Mech is able to obtain refund from OEM.
- 5.2 All other warranties or conditions (whether express or implied) as to quality, condition, description, compliance or fitness for purpose (whether statutory or otherwise) other than those expressly set out in the Contract are excluded from the Contract to the fullest extent permitted by law (including but not limited to implied warranties or conditions of merchantability, satisfactory quality and/or fitness for a particular purpose).
- 5.3 In the event of a claim being accepted by Pro-Mech, the liability shall be limited to, at Pro-Mech's discretion, either the replacement of the Goods and/or Services or the supply of equivalent Goods and/or Services or the payment of the cost of replacing the Goods and/or Services or acquiring equivalent Goods and/or Services or the payment of having Goods and/or Services repaired. Pro-Mech shall not be responsible for any loss of trade, profit or consequential loss of the Client.
- 5.4 Pro-Mech shall not be responsible for any costs associated with the removal or reinstallation of any Goods or any other items or for any transportation costs associated with the rectification works which exceed the cost of collecting the defective Goods from the Delivery Point and returning the rectified Goods to the Delivery Point or for any offshore transportation and/or accommodation costs associated with reperformance of the Services.
- 5.5 If, upon inspection of the Goods and/or Services, Pro-Mech reasonably considers that any Goods and/or Services are not defective, or have been damaged or otherwise caused to be unworkable as a result of any action of the Client and/or the end user of the Goods and/or Services, Pro-Mech shall not be responsible for rectification pursuant to Condition 5.3 and Client shall reimburse Pro-Mech for all direct costs associated with such inspection.
- 5.6 Client acknowledges and agrees that the remedies set out in this Condition 5 are Client's exclusive remedies for the provision of defective Goods and/or Services, and except as set out in this Condition 5, Client has no right to return the Goods and/or Services to Pro-Mech without Pro-Mech's written authorisation.

6. LIABILITY

- 6.1 For the purpose of this Condition 6.1 and Condition 6.2 the expression "Consequential Loss" shall mean (in each case whether or not foreseeable at the date of the purchase order);
 - i. Any and all consequential, indirect, special, incidental, punitive and/or special loss and/or damage; and
 - ii. Loss and/or deferral of production, loss of product, loss of goodwill, loss of use, loss of revenue, profit or anticipated profit, cost of capital, loss of business opportunity, loss of contracts, in each case whether direct or indirect to the extent that such loss, deferral and/or cost are not included in Condition 6.1; and
 - iii. Claims for service interruption or failure to supply, costs and expenses incurred in connection with labour overhead, transportation or substitute facilities or supply sources, labour performed in connection with the removal and replacement of Equipment or any other loss or damage incurred as a result of or otherwise in connection with interruption of services in each case to the extent that such claim is not included in Condition 6.1 or Condition 6.2.
 - 6.2 Notwithstanding any provision to the contrary elsewhere, in no case will Pro-Mech be liable for Consequential Loss and the Client shall be liable for and shall save, indemnify, defend and hold harmless Pro-Mech from and against any and all Consequential Loss even if caused by Pro-Mech's sole, joint, comparative contributory or concurrent negligence, fault, strict liability or product liability, and regardless of the form or action, whether in contract, tort (including negligence), breach of warranty, indemnity, statute, strict liability or otherwise.
 - 6.3 Pro-Mech's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the Contract shall be limited to the Price payable for the Goods and/or Services under the Contract and Pro-Mech shall not be liable in contract, tort (including negligence), statutory duty or otherwise howsoever for any claim, damage, loss or costs in respect of (whether direct or indirect): loss of profit; loss of use; loss of anticipated contracts and/or savings; loss of goodwill; loss of opportunity; loss of business and/or business interruption or any indirect loss or consequential or special loss or damage.
- 7. TITLE & RISK**
- 7.1 Risk for loss or damage shall pass to the Client upon delivery to the Client or into the Client's custody (whichever is the sooner).
 - 7.2 Clause 7.1 is subject to any applicable Incoterm.
 - 7.3 Title shall pass to the Client upon receipt of payment in full in cleared funds by Pro-Mech of amounts due in respect of the Contract. For the avoidance of doubt any such transfer of title in the Goods and/or Services shall not imply transfer of ownership of any intellectual property therein.
 - 7.4 This Condition 7 shall apply during the continuance of the Contract and after its termination howsoever arising.

8. PATENT INFRINGEMENT

- 8.1 If Client receives a claim or otherwise becomes aware that any Equipment or part thereof manufactured by Pro-Mech infringes or allegedly infringes a patent or other intellectual property right, Client shall notify Pro-Mech immediately in writing and give Pro-Mech information, assistance and exclusive authority to evaluate, defend and settle such claim or potential infringement, Pro-Mech shall then at its own expense and option:
 - i. Settle such claim;
 - ii. Procure for Client the right to use such Equipment; or
 - iii. Replace or modify it to avoid infringement; or
 - iv. Remove it and refund the purchase price (including transportation and installation costs) less a reasonable amount for depreciation; or
 - v. Defend against such claim.
- 8.2 The Client shall save, indemnify, defend and hold harmless Pro-Mech from all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature for, or arising out of, any alleged infringement of any patent or proprietary or protected right arising out of or in connection with the performance of the obligations of the Client under the Contract.
- 8.3 All rights in any intellectual property created, designed, or conceived by Pro-Mech in connection with or arising out of the performance of the Contract by Pro-Mech shall vest exclusively in Pro-Mech, unless otherwise agreed in writing.

9. INDEMNITIES

- 9.1 All exclusions and indemnities given under this Condition 9 (save for those under Condition 9.2(iii) and 9.3(iii)) shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.
- 9.2 Pro-Mech shall be responsible for and shall save, indemnify, defend and hold harmless the Client from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
 - i. loss of or damage to property of Pro-Mech whether owned, hired, leased or otherwise provided by Pro-Mech arising from or relating to the performance of the Contract;
 - ii. Personal injury including death or disease to any person employed by Pro-Mech arising from or relating to the performance of the Contract; and
 - iii. Personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of Pro-Mech. For the purposes of this Condition 9.2(iii) "third party" shall mean any party which is not a member of Pro-Mech or the Client group.

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- 9.3 Client shall be responsible for and shall save, indemnify, defend and hold harmless Pro-Mech from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of;
- Loss of or damage to property of the Client whether owned, hired, leased or otherwise provided by the Client arising from or relating to the performance of the Contract;
 - Personal injury including death or disease to any person employed by the Client arising from, relating to or in connection with the performance or non-performance of the Contract; and
 - Subject to any other express provisions of the Contract, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Client. For the purpose of this Condition 9.3(iii) "Third Party" shall mean any party which is not a member of Pro-Mech or the Client Group.
 - At Pro-Mech's option, either the repair or replacement or reimbursement of the full cost of Pro-Mech's equipment, tools and/or instruments which are lost or damaged while in the Client's sole care custody and control unless such loss or damage is due to the sole negligence of Pro-Mech.
- 9.4 Notwithstanding Condition 9.2, Client shall be liable for, and shall defend, indemnify and hold Pro-Mech harmless from and against any and all claims which arise out of the performance or non-performance of the Contract in relation to the following, and whether or not resulting from, or contributed by, the negligence of Pro-Mech;
- Loss of or damage to any well or hole or any third-party oil and gas production facilities;
 - Reservoir seepage or pollution originating underground or from the property of the third-party oil and gas production facilities;
 - Blow-out, fire, explosion, cratering of any well or reservoir or any other uncontrolled well condition (including the costs to control a wild well and the removal of debris); and
 - Damage to or escape of product, or substance from any facility of the Client, or under the control of the Client, in respect of those Services or part of the Services.
- 9.5 Notwithstanding anything to the contrary in the Contract, Client shall be responsible for and shall save, indemnify, defend and hold Pro-Mech harmless from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of any acts or omissions of the employees or agents of Pro-Mech in connection with the performance of the Services (or any part of the Services), where, in accordance with the Contract, the employees of Pro-Mech are under the supervision, direction or control of the Client in respect of those Services or part of the Services.
- 10. INSURANCE**
- 10.1 The Client shall maintain levels of insurance sufficient to cover their respective liabilities and obligations under the Contract and at law. The Client shall provide proof of the relevant insurance coverage, where requested.
- 11. CONFIDENTIALITY**
- 11.1 The Client shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Client by Pro-Mech or its agents and any other confidential information concerning Pro-Mech's business or its Equipment which the Client may obtain and the Client shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors as need to know the same for the purpose of the Contract and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Client. This Condition does not apply where the confidential information:
- Was in the public domain prior to disclosure Client;
 - Has become part of the public domain through no fault or breach of Client;
 - Was in Client's possession prior to the date of the Contract and was not subject to obligations of confidentiality;
 - Was given without restriction to Client by a third party duly authorised or otherwise entitled to do so, and who did not receive the same in any way from Pro-Mech;
 - Is required to be produced by order of a court or in any arbitration proceedings or under the requirements of any law and/or by the rules of any relevant stock exchange; or
 - Pro-Mech has given its prior written consent to the disclosure.
- 12. FORCE MAJEURE**
- 12.1 Pro-Mech reserves the right to defer the date of delivery of Equipment and/or the date of performance of Services, to cancel the Contract, or reduce the volume of the Equipment and/or amend the scope of the Services ordered by the Client (without liability to Client) if it is prevented from or delayed in the carrying out the Contract due to circumstances beyond its reasonable control, including but not limited to, natural disasters, forces of nature, earthquake, tidal wave, landslide, flood, lightning, hurricane, typhoon, storm or other weather condition not included in normal planning, epidemic and plague; changes in law or regulations, governmental actions; acts of civil or military authority; fire; explosion; lock-outs, strikes and/or labour disputes (whether or not relating to either party's workforce); civil commotion; protests; war; national emergency; riot; civil insurrection; acts of terrorism; restraints or delays in transportation; restraints or delays in manufacturing and inability of Pro-Mech to obtain adequate or suitable supplies from usual sources, or acts of Client resulting in commercial impracticality. In the event of any such delay, the date of delivery and or performance shall be deferred for period equal to the time lost by reason of the delay. Neither Pro-Mech nor Client shall be entitled to any damages, costs or expenses arising from or incurred as a result of a Force Majeure event.
- 13. TERMINATION AND CANCELLATION**
- 13.1 Pro-Mech may terminate the Contract immediately upon notice to the Client:
- If Client commits a material and/or persistent breach of any of their obligations under the Contract and (if the breach is capable of remedy) fails to remedy it within the time stated in any written notice provided by Pro-Mech;
 - If Client commits any act which brings or is likely to bring Pro-Mech into disrepute or which damages or is likely to damage their interests;
 - If the Client is delinquent for more than 30 days in the payment of any sum due to Pro-Mech;
 - If there is any change in the ownership, management or control of the Client;
 - If the Client ceases or threatens to cease to carry on business or substantially the whole of its business or Pro-Mech has reasonable cause to believe that the Client is unable to pay its debts when due; or
 - If a case of Force Majeure continues for 60 days or more.
- 13.2 Pro-Mech may terminate the Contract without notice to the Client if the Client becomes insolvent or bankrupt, enters into liquidation, or a receiver, administrator, administrative receiver, manager, trustee or similar officer is appointed in relation to it or over any of its assets or any action is taken or threatened by or against it analogous to the foregoing in any jurisdiction.
- 13.3 Where Pro-Mech terminates any Contract under this Condition 13, the Client shall within seven (7) days pay to Pro-Mech:
- All amounts invoiced by Pro-Mech under the Contract which remain unpaid at the date of termination;
 - A fair and reasonable price in respect of work completed or in progress but not invoiced at the date of termination;
 - All costs (including without limitation a sum in respect of overheads) incurred by Pro-Mech connected with termination;
 - All suppliers' and sub-contractors' termination charges.
- 13.4 Termination of any Contract by Pro-Mech shall be without liability or obligation of any kind on the part of Pro-Mech. Such termination shall not affect the rights of Pro-Mech accrued prior to the date of termination.
- 13.5 The Client may not cancel or reschedule the delivery date of any Equipment and/or Services to be provided under the Contract without the prior written consent of Pro-Mech. In the event that Pro-Mech provides such consent, any such cancellation or rescheduling of Equipment and/or Services by Client will result in a charge to Client to be determined by Pro-Mech. Purchase orders once placed and accepted by Pro-Mech may be cancelled only with Pro-Mech's consent. Cancellation charges for accessories and
- components sourced from third parties will be charged at full price. Pro-Mech shall, at its sole discretion, adjust the price and delivery dates or make such other amendments as may be required as a result of any change order agreed to be issued by the Client and Pro-Mech. No amendment to the Contract shall be valid unless agreed in writing by Pro-Mech (at its sole discretion).
- 14. VARIATION**
- 14.1 Any variation to the Contract as requested by the Client shall not be binding on the Pro-Mech until such variation (including the impact on the Price and delivery schedule) has been agreed in writing by the Pro-Mech.
- 14.2 Pro-Mech may require a variation to the Contract where any act or omission by the Client causes a delay or additional cost to the Pro-Mech. Pro-Mech shall notify the Client in writing of the required variation (including the grounds for requesting such variation), and the change to the Price and/or the delivery schedule shall be reasonable having regard to the impact of the act or omission of the Client on Pro-Mech and/or its subcontractors/sub-suppliers. Such variation shall be binding following the giving of notice by Pro-Mech under this Condition.
- 15. ASSIGNMENT**
- 15.1 The Client shall not be entitled to assign, sub-contract or otherwise dispose of the Contract or any part of it without the prior written consent of Pro-Mech.
- 15.2 Pro-Mech may assign or sub-contract all or any part of its obligations under the Contract to any person, firm or company.
- 16. THIRD PARTY RIGHTS**
- 16.1 An entity which is not expressly named as a party to the Contract shall have no right to enforce any term of the Contract, or have any rights arising out of or related to the Contract.
- 17. SANCTIONS AND BOYCOTT**
- 17.1 Client shall not act in any manner (including omitting to act in relation to a transaction) which is inconsistent with, penalised or prohibited under any laws, regulations, orders, demands, rules or requirements of the law of the country in which Pro-Mech is registered.
- 17.2 Client shall not cause Pro-Mech to be, nor shall Pro-Mech be obliged to perform any obligation under the Contract if this would be, in violation of any laws, regulations, orders, demands, rules or requirements of the law of the country in which Pro-Mech is registered, the United Nations, or any other relevant jurisdiction relating to trade sanctions, foreign trade controls, export controls and similar laws.
- 18. ANTI-CORRUPTION**
- 18.1 Client warrants and represents to Pro-Mech that in connection with the Contract they will comply with all applicable laws, regulations, demands, rules and/or official government orders and requirements of the law of the country in which Pro-Mech is registered or any other relevant jurisdiction relating to anti-bribery or anti-money laundering.
- 18.2 Neither Client nor Pro-Mech shall make any payment or take any action that could be construed to be the payment of money or other thing of value to; any person working within a commercial organisation, a government entity, a political party, or a political party candidate for the purpose of influencing any act or inducing any person working within a commercial organization, a government entity or a political party to use his, her or its influence to assist in obtaining or retaining business in any country in a manner which is illegal or which would subject Pro-Mech to civil or criminal penalties.
- 18.3 The Client shall ensure that any person or subcontractor associated with the Client who is performing services or providing Goods and/or Services in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such persons terms equivalent to those imposed on the Client in this Condition 18. Furthermore, that Client shall be liable for the breach of any such person or subcontractor of any provision of the legislation or the laws of the country within which such person or subcontractor operates.
- 18.4 The Client shall promptly report to Pro-Mech any request or demand for any undue financial or other advantage of any kind received by the Client in connection with the performance of the Contract.
- 19. PERSONAL INFORMATION**
- 19.1 Client will implement all appropriate security measures to protect Personal Data against accidental, unlawful, or unauthorized:
- Destruction;
 - Loss;
 - Alteration;
 - Disclosure; or
 - Access (including remote access).
- 19.2 Client will protect Personal Data against all other forms of unlawful processing, including unnecessary collection, transfer, or processing, beyond what is strictly necessary for the performance of the Contract.
- 19.3 Prior to any transfer of Personal Data by Client, Client will impose all obligations on Client Group as required by the Contract and applicable laws.
- 19.4 Client will inform Pro-Mech, if it detects or reasonably suspects that an accidental, unlawful, or unauthorized:
- Destruction;
 - Loss;
 - Alteration;
 - Disclosure; or
 - Access (including remote access) of Pro-Mech Personal Data has occurred.
- 19.5 Any Client Group Personal Data collected by Pro-Mech during the performance of the Contract will be processed in accordance with Pro-Mech's Privacy Statement available on www.pro-mechengineering.com.
- 20. APPLICABLE LAW**
- 20.1 Client agrees that in the performance of this contract it shall comply with all applicable laws, statutes, rules and regulations or orders of Western Australia. Any dispute arising out of or in connection with the Contract shall be referred to and finally resolved by the arbitration rules of a Western Australia Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference into this condition.