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11) **Termination on default**

If :

- a) the Customer fails to make any payment owing under a Relevant Agreement by due date and remains in default for more than 3 business days after receiving notice of such default from Cenerg Australia ; or
- b) prior to payment to Cenerg Australia of the full consideration payable under a Relevant Agreement for all goods and services to be supplied to the Customer, the Customer:
  - i) disposes of the whole of any part of its business or assets other than in the ordinary course of business;
  - ii) ceases carrying on its principal business;
  - iii) ceases to be able to pay its debts as they become due;
  - iv) has any of its assets taken possession of by a creditor;
  - v) is declared bankrupt, goes into liquidation whether voluntary or otherwise, has a voluntary administrator, receiver or receiver and manager appointed, or an application is made to a court for an order or an order is made for any of the above,

then

- c) Cenerg Australia may by notice to the Customer immediately terminate the Relevant Agreement and/or any other agreement between Cenerg Australia and the Customer for the supply of goods and/or services;;
- d) without prejudice to any other rights or remedies it may have, Cenerg Australia may immediately re-take possession of all goods supplied under the Relevant Agreement (and/or any such other agreement it has terminated) and the Customer irrevocably authorizes Cenerg Australia and its agents to enter upon any premises where the relevant goods might reasonably be expected to be situated and to take possession of and remove them; and
- e) the Customer will indemnify Cenerg Australia for all expenses thereby incurred.

12) **Termination for force majeure**

The price offered by Cenerg Australia for the supply of goods or services to the Customer is based on the charges of Cenerg Australia ' suppliers, plus duty and landing and other inward charges and costs, including foreign exchange costs, prevailing at the date of the offer. If there is any there is any significant increase in such charges, duty or costs or if Cenerg Australia is unable to supply any of the goods or services under a Relevant Agreement by the agreed date for delivery due to circumstances beyond the reasonable control of Cenerg Australia such as (but not limited to) strikes or lock-outs, unavailability of goods or material, riots, fires, floods, breakdowns, Acts of God or governments, whether occurring within or outside Australia, then Cenerg Australia will be entitled to terminate the Relevant Agreement and recover possession of any goods already delivered against repayment of any payment made by the Customer under the Relevant Agreement, and thereafter neither party will have any claim against the other in connection with the Relevant Agreement.

13) **Environmental disclaimer**

The environmental management at any site on which goods sold under a Relevant Agreement are used is the responsibility of the Customer. In this regard Cenerg Australia disclaims responsibility for any infringement of environmental laws including (but not limited to) noise, water, sewerage, dangerous goods and waste disposal.

14) **Jurisdiction**

- a) Each Relevant Agreement is governed by the law applicable in the State of Western Australia.
- b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of Western Australia.

15) **Entire Agreement**

No variation to the terms and conditions of a Relevant Agreement (including, but not limited to, any of these General Conditions) will be binding unless recorded in writing and signed by both parties..