

## TERMS AND CONDITIONS

These terms and conditions are entered into between **Harvest B Pty Ltd (ABN 55 641 238 575) (we, us or our)** and you, the party stated in the Quote (**you or your**), together the **Parties** and each a **Party**. Together, these terms and conditions and the Quote form the agreement under which we will provide the Goods to you (together, the **Terms**).

### Background

Harvest B is a smart ingredient system to make plant-based meat. We are powering food brands with the key ingredient system needed to make planet-friendly, plant-based meat superfoods that people love to eat.

### 1. Disclosures

- 1.1 Please read these Terms carefully prior to accepting these Terms. By accepting the Terms, you agree that:
  - (a) we will handle your personal information in accordance with our privacy policy, available at [www.harvestb.io/privacy](http://www.harvestb.io/privacy);
  - (b) you may not terminate these Terms for convenience;
  - (c) your failure to pay the Price in accordance with the Payment Terms may result in us recovering or repossessing the Goods, charging you interest, or suspending the supply of the Goods until we receive payment;
  - (d) we may set-off or deduct from any monies payable to you under these Terms, any amounts which are payable by you to us (whether under these Terms or otherwise);
  - (e) subject to your Consumer Law Rights, you have not relied on any representations or warranties made by us prior to entering these Terms that are not included in these Terms;
  - (f) subject to your Consumer Law Rights, we will not refund any amounts paid by you;
  - (g) subject to your Consumer Law Rights, we exclude our Liability for your (or your Personnel's) acts or omissions, any use of the Goods by a person other than you, any works, services, goods materials or items which do not form part of the Goods set out in these Terms, events beyond our reasonable control and Consequential Loss and for a delay in the supply of the Goods; and
  - (h) subject to your Consumer Law Rights, our Liability for the supply of the Goods will be limited to, at our discretion, the resupply of the Goods or the repayment of the Price paid by you to us.

### 2. Acceptance

- 2.1 These Terms constitute a "standing offer" under which, during the Term, you may engage us to supply the Goods under separate Orders in accordance with these Terms. In order to be binding, these Terms must be accepted in accordance with the relevant terms in the Quote. This offer is valid for the Validity Period.

- 2.2 You have requested the Goods set out in the Quote, and accept these Terms by:

- (a) instructing us (whether orally or in writing) to proceed with supplying the Goods described in the Quote; or
- (b) making any payment of the Price (including any deposit).

- 2.3 These Terms may only be accepted if the Quote is still valid as stipulated in the Quote.

### 3. Quote and Goods

- 3.1 The Price indicated in the Quote will be valid for the period of time set out in the Quote.
- 3.2 Once the Minimum Order Requirement has been satisfied as contemplated herein, and should you wish to purchase further Goods from us, we shall provide to you a new quote.
- 3.3 In consideration of your payment of the Price, we will provide the Goods in accordance with these Terms, whether ourselves or through our Personnel.
- 3.4 If these Terms express a time within which the Goods are to be supplied, we will use reasonable endeavours to provide the Goods by such time, but you agree that such time is an estimate only, and creates no obligation on us to supply the Goods by that time.
- 3.5 You agree that we may amend the Goods in an Order at any time, by providing written notice to you. If you do not agree to any amendment made to the Goods, you may terminate these Terms or the relevant Order in accordance with these Terms.

### 4. Commencement

- 4.1 We will commence the supply of the Goods within a reasonable time after the later of:
  - (a) the Commencement Date;
  - (b) the receipt of any relevant Order under these Terms;
  - (c) the receipt of payment of the Price in full; and
  - (d) the satisfaction of any other conditions precedent contemplated by these Terms.

### 5. Orders

- 5.1 During the Term, you may engage us to supply the Goods under separate Orders to achieve the Minimum Order Requirement. The Orders and the quantity of Goods ordered therein are to be placed evenly throughout the Validity Period, such that the weight of the Goods in the Orders does not deviate by more than 5% from Order to Order.
- 5.2 The Order is to specify the following information:
  - (a) the Goods to be supplied (including any volume of the Goods you would like us to supply); and
  - (b) the relevant time and location for collection of the Goods by you (as applicable).
- 5.3 We will only be required to comply with an Order if;

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- (a) we have agreed to the terms of the relevant Order in writing;
- (b) we have accepted the Order in accordance with the terms of the Order; or
- (c) the Parties have agreed in writing to an amended Order.
- 5.4 The supply of the Goods to you may be dependent on production lead times as set out in the Quote.
- 5.5 You agree that any Order placed by you will meet any requirements set out in the Quote, including any requirements in respect of the minimum order quantity of the Goods in respect of each Order. Each Order is subject to, and will be governed by, these Terms and any other conditions agreed to by the Parties in writing. To the extent of any ambiguity or discrepancy between an Order and these Terms, the terms of these Terms will prevail.
- 6. Minimum Order Requirement**
- 6.1 You agree to order the Minimum Order Requirement for the Goods during the Validity Period as set out in the Quote.
- 6.2 If, after the elapse of half the Validity Period, in our sole discretion we are objectively of the view that you will fail to order the Minimum Order Requirement by the expiry of the Validity Period, we reserve the right to review and amend the Price. Notwithstanding that the Price may be amended in accordance with this clause, you undertake to do all that is necessary in order to comply with your obligations in respect of ordering the Minimum Order Requirement.
- 7. Delivery or Collection**
- 7.1 If, as set out in the Quote:
- (a) we are responsible for delivering the Goods to you, we will use reasonable endeavours to deliver the Goods to the delivery location by the delivery time as agreed between the Parties; or
- (b) you are responsible for collecting the Goods from us, we will use reasonable endeavours to make available the Goods at the collection location by the collection time as agreed between the Parties, and you agree to:
- (1) use reasonable endeavours to collect the Goods from the collection location and by the collection time as agreed between the Parties; and
- (2) comply with any policies and procedures which apply at the collection location from which you collect the Goods.
- 7.2 If relevant, you agree that the Delivery Costs will be paid in accordance with the Incoterm, or as otherwise agreed in writing between the Parties.
- 8. Variations**
- 8.1 You may request a variation or change to the Goods, including the timing for the supply of the Goods
- (**Variation**), by providing written notice (including by email) to us, with details of the Variation (**Variation Request**). We will not be obliged to comply with a Variation Request unless we accept the Variation Request in writing. You agree that a Variation Request may, at our discretion, result in a change to the Price. The Parties agree to comply with these Terms as varied by any Variation Request accepted in writing.
- 8.2 If we consider that any instruction or direction from you constitutes a Variation, then we will not be obliged to comply with such instruction or direction unless a Variation Request has been issued and accepted by us in accordance with clause 8.1.
- 8.3 Where the Goods are varied or changed, or the costs of providing the Goods increases (including as a result of any change in law), (**Variation Event**) and the cause of that Variation Event relates to, or is connected with, an event or circumstance beyond our reasonable control, you agree to pay us our reasonable additional costs and expenses that we may suffer or incur as result of the Variation Event, as a debt due and immediately payable.
- 9. Payment**
- 9.1 You agree to pay us the Price in accordance with the Payment Terms. All amounts are stated in Australian dollars and are exclusive of GST (unless otherwise stated).
- 9.2 If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion):
- (a) after a period of 5 Business Days, cease providing the Goods, and recover, as a debt due and immediately payable from you, our additional costs of doing so, (including legal fees, debt collector fees and mercantile agent fees); and/or
- (b) charge interest at a rate equal to the Reserve Bank of Australia's cash rate, from time to time, plus 2% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the due date for payment in accordance with the Payment Terms.
- 9.3 You will not be entitled to any part of the Goods until the Price has been paid in full.
- 9.4 You agree that we may set-off or deduct from any monies payable to you under these Terms, any amounts which are payable by you to us (whether under these Terms or otherwise).
- 10. Title and Risk**
- 10.1 Title in the Goods will only pass to you on the date that you pay the Price in full in accordance with these Terms.
- 10.2 Risk in the Goods will be transferred in accordance with the applicable Incoterm.
- 11. Contractual lien and security interest**
- 11.1 You agree that we hold a general lien over any Goods owned by us that are in your possession, for the satisfactory performance of your obligations under these Terms.

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- 11.2 You agree that these Terms and your obligations under these Terms create a registrable security interest in favour of us, and you consent to the security interest (and any other registrable interest created in connection with these Terms) being registered on any relevant securities register (and you must do all things to enable us to do so).
- 12. Warranties and Representations**
- 12.1 Each Party represents, warrants and agrees that:
- (a) it has full legal capacity, right, authority and power to enter into these Terms, to perform its obligations under these Terms, and to carry on its business;
  - (b) that these Terms constitutes a legal, valid and binding agreement, enforceable in accordance with its terms;
  - (c) if applicable, it holds a valid ABN which has been advised to the other Party; and
  - (d) if applicable, it is registered for GST purposes.
- 12.2 You represent, warrant and agree:
- (a) to comply with these Terms and all applicable Laws;
  - (b) that all information and documentation that you provide to us in connection with these Terms is true, correct and complete;
  - (c) to comply with our reasonable requests or requirements;
  - (d) that you (and to the extent applicable, your Personnel) will provide us with all documentation, information, instructions, cooperation and access reasonably necessary to enable us to provide the Goods;
  - (e) that you have not relied on any representations or warranties made by us in relation to the Goods (including as to whether the Goods are or will be fit or suitable for any particular purposes), unless expressly stipulated in these Terms;
  - (f) that no Insolvency Event has occurred in respect of you and that you will immediately notify us if you are (or you are likely to be) the subject of an Insolvency Event;
  - (g) that the Goods are provided to you solely for your benefit and you will not (or you will not attempt to) disclose, or provide access to, the Goods to third parties without our prior written consent;
  - (h) that any information, advice, material, work and services (including the Goods) provided by us under these Terms does not constitute legal, due diligence or risk management advice;
  - (i) that you will be responsible for the use of any part of the Goods, and you must ensure that no person uses any part of the Goods:
- (1) to break any Law or infringe any person's rights (including Intellectual Property Rights);
  - (2) to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted; or
  - (3) in any way that damages, interferes with or interrupts the supply of the Goods.
- 13. Intellectual Property**
- 13.1 As between the Parties:
- (a) we own all Intellectual Property Rights in Our Materials;
  - (b) you own all Intellectual Property Rights in Your Materials; and
  - (c) nothing in these Terms constitutes a transfer or assignment of any Intellectual Property Rights in Our Materials or Your Materials.
- Licence of Intellectual Property Rights*
- 13.2 We grant you a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and licence, for the Term, to use Our Materials that we provide to you in Your Materials.
- Moral Rights and Intellectual Property Breach*
- 13.3 In the use of any Intellectual Property Rights in connection with these Terms, you agree that you must not (and you must ensure that your Personnel do not) commit any Intellectual Property Breach. Where you reasonably suspect that such a breach may have occurred, you must notify us immediately.
- 13.4 This clause 13 will survive termination or expiry of these Terms.
- 14. Confidential Information**
- 14.1 Subject to clause 14.2, you must (and must ensure that your Personnel do) keep confidential, and not use or permit any unauthorised use of, all Confidential Information.
- 14.2 Clause 14.1 does not apply where the disclosure is required by law or the disclosure is to a professional adviser in order to obtain advice in relation to matters arising in connection with these Terms and provided that you ensure the adviser complies with the terms of clause 14.1.
- 14.3 This clause 14 will survive the termination of these Terms.
- 15. Australian Consumer Law**
- 15.1 Certain legislation, including the Australian Consumer Law, and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the supply of the Goods by us to you which cannot be excluded, restricted or modified (**Consumer Law Rights**).
- 15.2 If the ACL applies to you as a consumer, nothing in these Terms excludes your Consumer Law Rights as a

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- consumer under the ACL. You agree that our Liability for the Goods provided to an entity defined as a consumer under the ACL is governed solely by the ACL and these Terms.
- 15.3 Subject to your Consumer Law Rights, we exclude all warranties, and all material, work (including the Goods) are provided to you without warranties of any kind, either express or implied, whether in statute, at Law or on any other basis, except where expressly set out in these Terms.
- 15.4 This clause 15 will survive the termination or expiry of these Terms.
- 16. Limitations on liability**
- 16.1 Despite anything to the contrary, to the maximum extent permitted by law:
- (a) neither Party will be liable for Consequential Loss;
  - (b) a Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss; and
  - (c) our aggregate liability for any Liability arising from or in connection with these Terms will be limited to us resupplying the Goods to you or, in our sole discretion, to us repaying you the amount of the Price paid by you to us in respect of the supply of the relevant Goods to which the Liability relates.
- 16.2 This clause 16 will survive the termination or expiry of these Terms.
- 17. Termination**
- 17.1 These Terms will commence upon your acceptance in accordance with clause 2.1, and will continue for the Term.
- 17.2 We may terminate these Terms at any time by giving 30 days' notice in writing to you, save as otherwise provided for herein.
- 17.3 These Terms will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:
- (a) the other Party (**Defaulting Party**) breaches a material term of these Terms and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
  - (b) the Defaulting Party is unable to pay its debts as they fall due.
- 17.4 Upon expiry or termination of these Terms:
- (a) we will immediately cease providing the Goods;
  - (b) without limiting your Consumer Law Rights, you agree that any payments made by you to us are not refundable to you; and
  - (c) you are to pay for all Goods provided prior to termination, including Goods which have been provided and have not yet been invoiced to you, and all other amounts due and payable under these Terms; and
- (d) by us pursuant to clause 17.3, you also agree to pay us our additional costs, reasonably incurred, and which arise directly from such termination (including legal fees, debt collector fees and mercantile agent fees); and
  - (e) you agree to promptly return (where possible), or delete or destroy (where not possible to return), any information, documentation or material owned by us that is in your possession or control, subject to any rights you may have to any Intellectual Property in accordance with clause 13.
- 17.5 Unless otherwise agreed between the Parties, if these Terms are terminated, then any outstanding Orders will continue in accordance with the terms of the Order (and these Terms) until such time as the Order is complete or the Order is otherwise terminated in accordance with its terms.
- 17.6 We will retain your documents (including copies) as required by law or regulatory requirements. Your express or implied agreement to these Terms constitutes your authority for us to retain or destroy documents in accordance with the statutory periods, or on expiry or termination of these Terms.
- 17.7 Termination of these Terms will not affect any rights or liabilities that a Party has accrued under it.
- 17.8 This clause 17 will survive the termination or expiry of these Terms.
- 18. General**
- 18.1 **Amendment:** These Terms may only be amended by written instrument executed by the Parties.
- 18.2 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.

18.3 **Disputes:** A Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) (**Dispute**) without first meeting with a senior representative of the other Party to seek (in good faith) to resolve the Dispute. If the relevant Parties are unable to resolve the Dispute or agree on an alternate method to resolve the Dispute, the Dispute may be referred by either Party (by notice in writing to the other Party) to arbitration in accordance with the Australian Centre for International Commercial Arbitration (**ACICA**) rules. Once a Dispute has been referred to the ACICA, the Parties agree to be bound by the decision of the ACICA. The seat of arbitration shall be Sydney, Australia. The language of the arbitration shall be English. The number of arbitrators shall be one. Nothing in this clause will operate to prevent a party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

18.4 **Entire agreement:** Subject to your Consumer Law Rights, these Terms contains the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in these Terms, and these Terms supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.

18.5 **Governing law:** These Terms is governed by the laws of New South Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

18.6 **GST:** If and when applicable, GST payable on the Price will be set out in our invoice. You agree to pay the GST amount at the same time as you pay the Price.

18.7 **Inconsistency:** If any term under these Terms is inconsistent, ambiguous or includes a discrepancy with, any other terms agreed between the Parties (including any distribution agreement entered before or after these Terms), to the extent of any inconsistency, ambiguity or discrepancy, you agree that these Terms will prevail. If any terms and conditions are attached to your request for the Goods (including any purchase order or similar), you agree that such terms and conditions will not apply to our supply of the Goods, and we do not accept such terms and conditions.

18.8 **Notices:** Any notice given under these Terms must be in writing addressed to the relevant address last notified by the recipient to the Parties. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

18.9 **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be

valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

## 19. Definitions

**ACL or Australian Consumer Law** means the Australian consumer laws set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth), as amended, from time to time.

**Business Day** means a day on which banks are open for general banking business in New South Wales, excluding Saturdays, Sundays and public holidays.

**Commencement Date** means the date on which these Terms are accepted in accordance with their terms.

**Confidential Information** includes information which:

- (a) is disclosed to the Receiving Party in connection with these Terms at any time;
- (b) is prepared or produced under or in connection with these Terms at any time;
- (c) relates to the Disclosing Party's business, assets or affairs; or
- (d) relates to the subject matter of, the terms of and/or any transactions contemplated by these Terms,

whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever the Receiving Party receives that information.

**Consequential Loss** includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. The Parties acknowledge and agree that your obligation to pay us the Price under these Terms will not constitute "Consequential Loss" for the purposes of this definition.

**Consumer Law Rights** has the meaning given in clause 15.1.

**Delivery Costs** means the costs associated with the delivery or supply of the Goods, including any insurance, customs, tariffs, duties or other such charges that may apply to the Goods.

**Disclosing Party** means the party disclosing Confidential Information to the Receiving Party.

**Dispute** has the meaning given in clause 18.3.

**Goods** means our ingredients as further particularised in the Quote or Order, and any services that we, in our sole discretion, deem it necessary to provide to you in order for you to benefit from the Goods.

**Incoterm** means EXW – Ex Works (Incoterms<sup>®</sup> rules 2020) 2115-2131 Castlereagh Road Penrith, NSW,

Australia, 2750, unless otherwise specified in the Quote or agreed in writing between the parties.

**Insolvency Event** means any of the following events or any analogous event:

- (a) a Party disposes of the whole or any part of the Party's assets, operations or business other than in the ordinary course of business;
- (b) a Party ceases, or threatens to cease, carrying on business;
- (c) a Party is unable to pay the Party's debts as the debts fall due;
- (d) any step is taken by a mortgagee to take possession or dispose of the whole or any part of the Party's assets, operations or business;
- (e) any step is taken for a party to enter into any arrangement or compromise with, or assignment for the benefit of, a Party's creditors or any class of a Party's creditors;
- (f) any step is taken to appoint an administrator, receiver, receiver and manager, trustee, provisional liquidator or liquidator of the whole or any part of a Party's assets, operations or business.

**Intellectual Property** means any copyright, registered or unregistered designs, patents or trademarks, domain names, know-how, inventions, processes, trade secrets or Confidential Information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.

**Intellectual Property Rights** means for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property.

**Intellectual Property Breach** means any breach by you (or any of your Personnel) of any of our Intellectual Property Rights (or any breaches of third-party rights, including any Intellectual Property Rights of third parties), including using or exploiting our Intellectual Property for purposes other than as expressly stated in these Terms (including, without limitation, using our Intellectual Property for commercial purposes or on-selling our Intellectual Property to third parties).

**Invoice** means the invoice sent by us to you in relation to a particular Order.

**Laws** means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any government or similar authority with the power to bind or impose obligations on the relevant Party in connection with these Terms or the supply of the Goods.

**Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract,

equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.

**Minimum Order Requirement** means the minimum amount of Goods you agree to purchase under these Terms during the Validity Period, as further particularised in the Quote.

**Moral Rights** has the meaning given in the *Copyright Act 1968* (Cth).

**Order** means an order for the supply of the Goods, issued by you in accordance with clause 5.

**Our Materials** means all Goods, recipes, foodstuffs incorporating our Goods, foodstuffs, products, work, models, processes, technologies, strategies, materials, information, documentation, Specifications, and services (including Intellectual Property in respect thereof) that we may provide to you under these Terms, and which may contain material which is owned by or licensed to us, and is protected by Australian and international laws.

**Payment Terms** means the Price, method and timing of payment set out in the Quote.

**Personnel** means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

**Price** means the price set out in our Quote or Invoice, as the case may be, for the provision of the Goods, and all other reasonable expenses or disbursements properly incurred by us in the provision of the Goods, as adjusted in accordance with these Terms.

**Quote** means the quote to which these Terms are attached, by reference or otherwise.

**Receiving Party** means the party receiving Confidential Information from the Disclosing Party.

**Specifications** means any specifications for the Goods, and, if applicable, as further particularised in an attachment to these Terms or the relevant Quote.

**Term** means from the Commencement Date until delivery of the last of the Goods placed in Orders pursuant to the Quote sufficient to satisfy the Minimum Order Requirements, alternatively until the completion of the period of time stipulated in the Quote within which the Minimum Order Requirement must be fulfilled, alternatively until these Terms are terminated in accordance with their terms, whichever is the earlier.

**Variation** has the meaning given in clause 8.1.

**Variation Request** has the meaning given in clause 8.1.

**Your Materials** means all work, models, processes, technologies, strategies, materials, information, documentation and services (including Intellectual Property in respect thereof), owned or licensed by you or your Personnel before the Commencement Date and/or developed by or on behalf of you or your Personnel independently of these Terms, and any series of instructions for the preparation of a meal or product,



solely created or developed by you, which uses as an ingredient the Goods (**Your Recipe**). For the avoidance of doubt, the Intellectual Property Rights in Your Recipe do not include our Goods.

## 20. Interpretation

In these Terms, unless the context otherwise requires:

- (a) a reference to these Terms or any other document includes the document, all schedules and all annexures as novated, amended, supplemented, varied or replaced from time to time;
- (b) a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time;
- (c) a reference to a natural person includes a body corporate, partnership, joint venture, association, government or statutory body or authority or other legal entity and vice versa;
- (d) no clause will be interpreted to the disadvantage of a Party merely because that Party drafted the clause or would otherwise benefit from it;
- (e) a reference to a party (including a Party) to a document includes that party's executors, administrators, successors, permitted assigns and persons substituted by novation from time to time;
- (f) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally;
- (g) words like including and for example are not words of limitation;
- (h) a reference to time is to local time in New South Wales; and
- (i) a reference to dollars refers to the currency of Australia from time to time