

Jarden Australia Environmental Products Spot Physical Terms and Conditions

based on the Environmental Products Spot Physical Terms and Conditions (March 2021 edition) published by the Australian Financial Markets Association Ltd.

1 Definitions

Defined terms shall have the meaning set out in the Contract Details and as set out below and in the case of any inconsistency the meaning in the Contract Details prevails. Reference to legislation or rules includes reference to that legislation or rules as amended or replaced from time to time, and any applicable regulations made thereunder.

"ACCU" means a Kyoto Australian carbon credit unit within the meaning of the CFI Act, issued under Division 2 of Part 11 of the CFI Act and transferable under Division 3 of Part 11 of the CFI Act.

"ANREU Act" means Australian National Registry of Emissions Units Act 2011 (Cth).

"Business Day" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business in the cities in which the Australian offices of the Seller and Buyer as noted in the Contract Details are located.

"CER" means a certified emission reduction as defined in section 4 of the ANREU Act 2011 and transferable under section 34 of the ANREU Act

"CFI Act" means the Carbon Credits (Carbon Farming Initiative) Act 2011 (Cth).

"ESC" means a certificate created under Division 7 and registered under Division 9 of Part 9 of the Electricity Supply Act 1995 (NSW) in units of one certificate per unit and transferable under that Act.

"Gold Standard" is a voluntary carbon offset program focused on progressing the United Nation's Sustainable Development Goals (SDGs) which enables climate and development initiatives to quantify, certify, and maximise climate and sustainable development impact.

"GREC" means an LGC created in respect of a generator accredited under the Program and which is capable of being used to claim eligible Green Power generation in accordance with the Program.

"Green Power" has the meaning apparent from the Program.

"LGC" means a large-scale generation certificate created under Subdivision A of Division 4, Part 2 of the REC Act registered under Division 5, Part 2 of the REC Act and transferable under Division 6, Part 2 of

the REC Act and also includes certificates created under the REC Act which are to be treated as LGCs under the transitional provisions.

"Program" means the National GreenPower Accreditation Program in force from time to time established by various government agencies collectively known as the "National GreenPower Steering Group".

"RBA Cash Rate" means on any day, the rate most recently published by the Reserve Bank of Australia as its "Cash Rate Target".

"REC Act" means the Renewable Energy (Electricity) Act 2000 (Cth).

"Settlement Disruption Event" means an event beyond the control of the parties as a result of which the Sold Commodity cannot be transferred, or transfer of the Sold Commodity cannot be registered in accordance with the Scheme Rules, or otherwise in accordance with the relevant legislation or scheme rules.

"Scheme Rules" means, in the case of ESCs, the Electricity Supply Act 1995 (NSW) and the Electricity Supply (General) Regulation 2014 (NSW); in the case of LGCs or STCs, the REC Act; in the case of VEECs, the VEET Act; in the case of GRECs, the REC Act and the Program; and in the case of ACCUs, KACCUs and NKACCUs the CFI Act.

"Sold Commodity" means the Quantity of the Commodity, satisfying the Creation Period requirement, and not generated or created from an Excluded Source.

"STC" means a small-scale technology certificate created under Subdivision B or BA of Division 4, Part 2 or under section 30P of Division 4, Part 2A of the REC Act registered under Division 5, Part 2 of the REC Act and transferable under Division 6, Part 2 of the REC Act.

"VEEC" means a certificate created under Division 3, Part 3 of the VEET Act and registered and transferable under Division 3, Part 3 of the VEET Act.

"VEET Act" means the Victorian Energy Efficiency Target Act 2007 (Vic).

"VCU" means a Voluntary Carbon Unit issued according to the international Verified Carbon Standard.

"VER" means a Voluntary Emission Reduction which is Gold Standard verified.

"**Verified Carbon Standard**" is a standard for certifying carbon emissions reductions.

2 Sale and Purchase

The Seller sells the Sold Commodity to the Buyer. The Seller shall take all actions required by the Scheme Rules to transfer the Sold Commodity to the Buyer by 2.00pm Australian Eastern Daylight Time on the Transfer Date, for which time is of the essence. If the Seller is unable to transfer the Sold Commodity on the Transfer Date because of a Settlement Disruption Event, the Transfer Date will be the next Business Day on which the Settlement Disruption Event is no longer subsisting, and the Payment Date will be extended by a corresponding number of days. Prior to the Transfer Date, the Seller must issue to the Buyer a tax invoice setting out the Sold Commodity to be transferred from the Seller to the Buyer on the Transfer Date, the Unit Price and the total amount payable.

3 Transfer Fees

The Buyer shall pay any transfer fees imposed by the Scheme Rules or applicable registrar in respect of the transfer of the Sold Commodity, including stamp duty, and if the Seller is required by the Scheme Rules to pay any transfer fee or other similar expense associated with the transfer of the Sold Commodity, the Buyer shall reimburse such expense on demand.

4 Payment

If the Contract Details provide for payment before the Transfer Date, the Buyer shall pay the Unit Price multiplied by the Sold Commodity, by transferring that sum to the Seller's Account on the Payment Date. If the Contract Details provide for payment on or after the Transfer Date, the Buyer shall pay the Unit Price multiplied by the quantity of Sold Commodity actually delivered for transfer on the Transfer Date, by transferring that sum to the Seller's Account on the Payment Date. For the avoidance of doubt, if the tax invoice issued under clause 2 does not correctly reflect the quantity of the Sold Commodity actually delivered for transfer on the Transfer Date, the amount required to be paid under this clause shall be adjusted so that the Buyer pays the Seller the Unit Price multiplied by the quantity of the Sold Commodity actually delivered for transfer, and the Seller shall adjust the tax invoice accordingly.

5 Interest

The Buyer shall pay the Seller interest, compounded daily, at the Buyer Default Interest Rate on any late payment, from the Payment Date to the date that payment is made.

6 Seller Delivery Default

If the Seller fails to transfer all of the quantity of the Sold Commodity to the Buyer in accordance with clause 2, the Seller must pay to the Buyer, if demanded by the Buyer, an amount equal to the Delivery Default Replacement Cost multiplied by the quantity of the Sold Commodity that was not transferred less, if the Payment Date is on or after the Transfer Date, the amount that would have been payable by the Buyer to the Seller for that quantity under clause 4 but has not been paid by the Buyer.

7 Title

Title to the Sold Commodity transferred in accordance with this Contract will transfer to the Buyer on the Transfer Date (as extended under clause 2, if relevant) or the date determined in accordance with the requirements of the Scheme Rules.

8 Warranties

The Seller warrants that, at the time of transfer to the Buyer, the Sold Commodity transferred to the Buyer under this Contract:

- (a) satisfies the Creation Period requirement;
- (b) has been created in accordance with the requirements of the Scheme Rules;
- (c) has not been generated or created from an Excluded Source;
- (d) is owned by the Seller with full legal and beneficial title; and
- (e) is free and clear of any security interest, claim, lien or encumbrance of any kind.

At the time of transfer of the Sold Commodity the Buyer and Seller each warrant to the other that they will comply with the Scheme Rules as regards the Sold Commodity transferred to the Buyer under this Contract.

9 GST

If a party (the "supplier"):

- (a) is liable to pay goods and services tax ("GST") on a supply made by it under this Contract;
- (b) certifies to the recipient that it has not priced the supply to include GST; and
- (c) issues a valid tax invoice to the recipient, then the recipient agrees to pay to the supplier an additional amount equal to the consideration

provided for the supply multiplied by the prevailing GST rate:

- (d) if the tax invoice is issued prior to the Payment Date, on the Payment Date; or
- (e) if the tax invoice is issued on or after the Payment Date, within 10 days after the issue of the tax invoice.

The supplier agrees to issue a valid adjustment note within 7 days of becoming aware that the actual amount of GST payable by it on the supply differs from the amount paid by the recipient. Payment adjustments must then be made between the parties within two Business Days to reflect the actual amount of GST payable.

All references have the same meaning as provided in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

10 Withholding tax

If the Buyer is required by law to withhold an amount in respect of tax from a payment to be made to the Seller because the Seller has not quoted its ABN, the withholding and payment to the relevant taxing authority will be a good discharge of its obligation to pay the relevant amount to the Seller. In the event that the Buyer pays an amount to the Seller without withholding an amount in respect of tax, the Seller indemnifies the Buyer for any loss suffered as a result of failing to withhold.

11 Governing law and jurisdiction

This contract is governed by the law of the jurisdiction specified in the Contract Details. Each party submits to the non-exclusive jurisdiction of the courts in the jurisdiction and courts of appeal from those courts.