

GENERAL TERMS & CONDITIONS FOR SALES OF PRODUCTS AND PROVISION OF SERVICES

1. AGREEMENT, DEFINITIONS:

Unless a written agreement is executed between any customer ("**Customer**") and NEXION Australia PTY LTD (directly or through any of its Affiliates) ("**Seller**" or "**NEXION**"), any purchase order covering the sale of the goods manufactured and/or commercialized by the Seller ("**Goods**") as described in the relevant purchase order to which these General Conditions are attached, and identified by the NEXION® trademark and/or by the other trademarks owned by the Seller or by its Affiliates ("**Trademarks**") will be governed solely by these General Terms & Conditions ("**Condition of Sale**"). These Condition of Sale will replace in full the general terms & conditions of purchase issued by the Customer, even if not expressly objected to by NEXION, and will govern any future sale of Goods between the Seller and the Customer, even if concluded orally, by letter, by means of other printed forms or otherwise. Any and all amendments of these Condition of Sale shall result from a written agreement between the Seller and the Customer, duly signed. The description of Goods can be found in the NEXION® catalogue in force at the day of issuance of the purchase order. In case of inconsistency, these Condition of Sale will prevail on the provisions provided by the purchase order and/or on any other document that may be issued by the Customer.

For the purpose hereof, "**Affiliates**" shall mean parents, subsidiaries, partnership, joint ventures and any entity(ies) that directly or indirectly controls or is controlled by a party or which a party shares common control. A party "controls" another entity when the party, through ownership of the voting stock or other ownership interest of that entity, or by contract or otherwise, has the power to direct its management.

2. GOODS

Good(s) may be:

- (i) new equipment for physical activities and wellness lifestyle bearing one of the Trademarks;
- (ii) used equipment for physical activities and wellness lifestyle refurbished by NEXION ("**NEXION Refurbished**");
- (iii) hardware products manufactured by third parties and sold by the Seller;
- (iv) spare parts of the Goods sold by the Seller;
- (v) any other good or service provided by the Seller.

Such Goods shall be identified in the relevant purchase order and in the order confirmation issued by the Seller. The Customer acknowledges and accepts that the Goods may have an internet connection and may transfer automatically their data to a database managed by the Seller through a software for the Equipment Asset Management ("**EAM**"). The deactivation of the EAM may

be charged to the Customer. In case the Goods identified in the purchase order are (a) a complete software or a software update, or the provision of web services supplied by the Seller or (b) the provision of services supplied by the Seller through its subcontractors, the agreement between the Seller and the Customer may also be governed (i) by any terms and conditions of subscription or license, or (ii) by any terms and conditions of services which the Seller shall propose to the Customer for acceptance at the time of the issuance of the purchase order and that form substantial and integral part of these Condition of Sale. In case of any inconsistency between these Condition of Sale and any other Seller's contractual document, the latter shall prevail only with reference to the software products, web-based services and any other service supplied by the Seller.

3. PURCHASE ORDER

The purchase order ("**Purchase Order**") that the Customer may send to the Seller shall constitute a binding proposal for a period of 6 (six) months starting from the date of receipt by the Seller of such Purchase Order. Within such period, the Seller shall have the right to accept said proposal by sending a written order confirmation ("**Order Confirmation**") or refuse, including the date of delivery of Goods ("**Confirmed Delivery Date**"). The contract shall be deemed to be executed even without the issuance of the Order Confirmation by the Seller, through the execution of the Purchase Order by means of delivery of the Goods to the Customer, or to the carrier possibly appointed, within the same period of 6 (six) months.

In the event that the Order Confirmation is not consistent with the Purchase Order, for what concerns elements other than object, quantity, price and Goods return terms, it shall be deemed as accepted by the Customer if the Customer does not notify in writing a claim to the Seller within the 8 (eight) days following the delivery of the Order Confirmation.

The Customer shall have the right to request a total or partial variation of the Goods under the Purchase Order no later than 24 (twenty-four) hours from receipt of the Order Confirmation. Once this term is expired, the Purchase Order shall no longer be modifiable, unless agreed in writing between the parties. The Seller reserves the right to accept or refuse the request for modification received from the Customer within the above term by sending the relative written confirmation.

4. RIGHT TO SUSPEND THE ORDER EXECUTION. TERMINATION

The Seller reserves the right (a) to suspend or cancel the execution of the Purchase Order, even if already confirmed by the Seller, or (b) to deliver the Goods to the Customer only upon receipt of the full advance payment of the price and of any other amount which might be due by the Customer to the Seller or upon the issuance and provision of appropriate guarantees, in case of (i) non-fulfilment or delays by the Customer, regarding both

previous orders and those under execution, or (ii) changes regarding the person/legal entity of the Customer, its structure or in case of change of control, its financial situation or its reputation, as well as in case of protesting of bills, pending executive proceedings and preliminary injunctions, suspensions, difficulties or delays in the fulfilment of its obligations towards third parties; and (iii) in case the Customer become insolvent, files a petition of bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganisation or assignment for the benefit of creditors. All deliveries of Goods suspended for the above-mentioned reasons and/or subject to the conditions indicated above shall be postponed to the first available date as determined by the Seller at its sole and exclusive discretion. Should the situation which caused the suspension last more than 3 (three) months, the Seller shall have the right to fully or partially terminate the agreement.

5. RETENTION OF TITLE

Notwithstanding the provision of the following Article 6, with reference to the delivery and transfer of risks, the Goods shall remain property of the Seller until full payment of any amount due by the Customer under the Purchase Order, including any default interest and any expense incurred by the Seller for the recovery of the credit. The Customer undertakes to notify the Seller any action for the repossession of the Goods eventually requested by any third party on the Goods not fully paid by the Customer. Such notice shall be executed in due time in order to allow the Seller to take action against any third party, without any prejudice to the Customer's liability in case of actions by the third party which may affect the Seller's rights.

Should the Customer be subject to any insolvency proceedings, the Customer undertakes to allow the Seller to get back the Goods without any prior notice and undertakes to allow the Seller to access its warehouses, bearing all the expenses related to the collection of the Goods.

The Customer shall refrain from engaging in any activity or behaviour that could prevent the Seller from identifying and recovering the property on the Goods as a consequence of the provisions of this article on the retention of title and shall enter into all the necessary insurance policies to hold the Seller indemnified against any possible damage to the Goods or to third parties.

6. FREIGHT AND INSTALLATION OF GOODS

The Goods shall be delivered by the Seller on "Ex Works" (Incoterms 2020) basis at the Seller's warehouse. Notwithstanding the "Incoterms 2020" rules, the freight and installation may be organised by the Seller, but at the Customer's expenses, without prejudice for any other Incoterm 2020 rule concerning the "Ex Works" term and, thus, the Customer shall bear all the costs and risks of loss or damage to the Goods, from the moment in which the Seller made the Goods available to the carrier at its

premises, without any obligation for the Seller to load the Goods on the vehicle.

Freight and installation are intended only for Australia only. For freight and installation to be performed outside the above-mentioned territory, the Parties shall enter into specific written agreements. It is understood that the freight and installation additional costs, not calculated in the Order Confirmation, if necessary for deliveries to be made in extra-urban and/or not easily accessible areas, or during non-working time and days, shall be communicated to the Customer and shall remain at the Customer's sole charge.

The Seller may, freely and without exception, use subcontractors for the performance of the delivery service and freight and/or installation services and/or of any other service described in the Purchase Order.

7. DELIVERY TERMS

The delivery terms specified in the Purchase Order, in the Order Confirmation, or anywhere else, must be considered merely indicative and not essential. The Seller, thus, has the right to reasonably anticipate or postpone the Confirmed Delivery Date of the Goods, in full or in part, and such anticipation or postponement cannot be considered as a cause for the termination of the agreement by the Customer, nor the right to claim any compensation, restoration or damages, or a cause for claiming the liability of the Seller, unless the anticipation or postponement of the Confirmed Delivery Date is higher than 4 (four) weeks. In such latter case, should the Customer notify in writing not to be interested any more in the purchase, the Seller shall not deliver the Goods and it shall pay back the down payment paid by the Customer to the Seller.

Without prejudice to Article 3 above, if on the Confirmed Delivery Date Customer is unable to receive the Goods due to unavailability of its premises or for any reasons beyond Seller's control, resulting in Seller's inability to make the immediate installation of the Goods, Customer shall indicate to Seller a location where the purchased Goods may, however, be delivered. In this case, installation of the said Goods may take place on a date subsequent to the delivery date, to be agreed with Seller, without prejudice to the application of Article 9 of these Conditions of Sale. The Seller shall have the right to charge any transport costs from the location where Goods have been delivered and the final destination to the Customer.

The Customer may request to postpone the Confirmed Delivery Date by informing the Seller in writing about the new delivery date subject to the condition that such request is made, as for orders to be delivered outside Europe, at least 12 (twelve) weeks before the Confirmed Delivery Date. The delivery can be postponed only once and up to a maximum of 4 (four) months from the original Confirmed Delivery Date. For the first 4 (four) weeks of delay running from the Confirmed Delivery Date, it shall not be applied any sanction against the Customer (the "Grace Period"). Any delay(s) subsequent to the Grace

Period shall be treated as follows: (a) if the delay is between 4 (four) and 16 (sixteen) weeks from the Confirmed Delivery Date, the Seller reserves the right to apply a delay liquidated damage equal to 0.5% (zero point five per cent) of the overall amount of the Purchase Order for each week of postponement of the delivery (except for the Grace Period); (b) if the delay is equal to 16 (sixteen) weeks from the Confirmed Delivery Date, the Seller reserves the right to (i) deliver Goods to the warehouse communicated by the Customer and invoice the relevant cost or (ii) cancel the Purchase Order and retain the down payment. In case no down-payment has been paid by the Customer, the Customer shall pay an amount equal to 20% (twenty per cent) of overall amount of the Purchase Order as cancellation fee, with no right to claim for damages.

Should a new price list be announced between the Order Confirmation and the delivery date, the new price list shall be applied only after 8 (eight) months running from the date of the Order Confirmation.

8. FORCE MAJEURE EVENT

The Seller shall not be liable for any failure to meet its obligations, including delays in the delivery, beyond its reasonable control including, but not limited to: government embargoes or any other government acts that interfere with performance, seizure or freeze of assets, delays or refusal to grant an export license or the suspension or revocation thereof, wars, natural disasters, lockouts, shortages of raw materials or electricity, mechanical breakdowns, interruption of rail services, shortages of road or rail transport vehicles and other disturbances in the company's operations, non-fulfillments by third parties of their obligations, strikes, public policy measures, epidemic and/or pandemic. The due date of any performance affected by such an event will be extended by the period of time the Seller is actually delayed and shall not give rise to compensation for damages or to termination, even partial, of the agreement. If the inability to perform continues for more than ninety (90) calendar days, either party may terminate the agreement and cancel the relevant Purchase Order by providing written notice to the other party.

9. LIMITED WARRANTY

The Seller's Goods come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Customer is also entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.

To the fullest extent permitted by law, the warranty of the Seller is limited to the replacement or repair, at the Seller's sole discretion, of the parts of the Goods that may be affected by original defects, either physical or related to the manufacture, and the Customer, for this

reason, waives any claim for the termination of the agreement or for a price reduction.

The Goods are covered by a warranty of 12 (twelve) months from the Confirmed Delivery Date and by a further conventional warranty period of additional 12 (twelve) months (*i.e.* second year starting from the Confirmed Delivery Date), during which calls for assistance by Customer will be charged for a fixed fee including labour and travel costs, being the spare parts free of charge, with the sole exception of the parts subject to wear and tear (such as - but not limited to - treadmill rubber and tapes). The Seller will not be liable under this warranty if Goods have been exposed or subjected to any: (i) installation by unauthorized third parties, (ii) positioning of the Goods in outdoor locations or in humid areas, (iii) refusal of returning Goods and/or spare parts of the components of the replaced Goods, and (iv) defects, damages and flaws deriving from improper usage and/or maintenance and/or not in compliance with the instructions given in the handbook or installation guide or any other instructions delivered to the Customer with Goods and including the instructions for the right use and maintenance. This provision applies also in case of installation of the Goods executed by the Customer itself, or by third parties not previously authorized by the Seller.

Any intervention performed under the warranty shall be performed by the Seller only within Australia and shall be limited to the restoration of the functioning of the Goods including the replacement, free of charge, of any defective parts of the Goods, unless the Seller, at its own discretion, deems more appropriate the integral replacement of the Good. In any case, the Seller represents and warrants that it will perform the interventions under the warranty for Goods located outside Australia charging the related costs (including shipping charges, duties, taxes and any other charge) to the Customer, with an advanced reimbursement obligation on the Customer. The Seller represents and warrants the conformity of the Goods to any mandatory security standard provided for by any applicable law and regulation in force in Australia. The handbook related to the instructions for the use and installation of the Goods may be supplied by the Seller on any electronic or computer device; in such case, the Customer may also request, free of charge, a paper copy of the above-mentioned handbook, by sending a written request to the Seller's Customer Service.

With regard to the NEXION™ Refurbished Goods sub Article 2 (ii), the Seller furthermore represents that they comply with the laws in force in the year of manufacture of such Goods, regardless of the date of re-introduction in the market as a used product. The warranty for the NEXION™ Refurbished Goods is 18 (eighteen) months starting from the Confirmed Delivery Date, being understood that starting from the thirteenth month, any travel and labour costs will be borne by the Customer and the assistance calls will be charged for a fixed call fee. The Seller, moreover, declares that the "Home" and "Consumer" Goods were conceived so as to limit their

weight and amount of space, guaranteeing at the same time easy handling and use, so as to make its positioning easier, as well as its use within domestic environments and its management with a non-intensive use (the use of the above Goods in hotels, private houses and corporate shall not be considered intense); for these reasons the warranty of such Goods is not valid if they are used within fitness centres, or anyway used for a professional purpose.

In case of failure of payment by the Customer of the price of the Goods, the Seller may refuse the performance of the conventional warranties, the performance of which has been requested by the Customer, and in such cases, the supply of any spare parts may take place only upon full advance payment by the Customer or by mean of cash on delivery.

Should the Customer require an intervention which is later found not to be justified by a real functioning issue of the Goods, or anyway by a problem which is not caused by the Seller, the Seller shall have the right to charge the Customer with the costs of the call, even if the Good is covered by the warranty.

With regard to spare parts which are produced by the Seller, the warranty given by the Seller is valid for 12 (twelve) months from the Confirmed Delivery Date. With regard to spare parts produced by third parties, and only commercialized by the Seller, the warranty shall be given by the manufacturer itself of such Goods and it shall be the one provided and described in the documents associated with such Goods.

10. COMPLAINTS. LIMITATION PERIOD AND PROHIBITION OF COMPENSATION

The Customer must make any claim for defects, failures, flaws of the Goods to the Seller as soon as possible upon becoming aware of the defects, failures or flaws, by registered letter with return receipt and communication to be sent by certified e-mail to the address: (NEXION Accounts@nexionoceania.com). Any claim is subject to any applicable limitation period. The existence of pending claim cannot justify any delay or suspension, in full or partially, of any due payment. The Customer shall not be entitled to make a claim to the Seller for the compensation of whatsoever credit that it may have towards the Seller.

11. PRICE AND PAYMENTS TERMS

The price of the Goods is the one indicated in the Order Confirmation ("**Price**").

The Price shall be paid by the Customer according to the following payment terms: (i) down-payment equal to 20% (twenty per cent) of the Price upon confirmation of the Purchase Order; (ii) the remaining part of the Price by the Confirmed Delivery Date of the Goods, regardless of the of the date of installation of the Goods at the premises indicated by the Customer, including the case provided for in Article 6 above. In case of non-fulfilment of its obligations by the Customer, the Seller retains the down payment as a compensation for damages. Should the

down payment not be made by the Customer, the Seller shall have the right to consider the Purchase Order as null and void.

All the payments must be made without set-off, counterclaim, withholding or other deduction.

All payments shall be made by the Customer only by bank transfer to the following bank account:

Bank Details:

BSB: 082-201

Account: 850663273

Account Name: NEXION Australia PTY LTD

In order to avoid any attempt of fraud by third parties, in no case will the Customer be requested to pay the Price to a bank account other than those indicated above. In the light of the foregoing, the Customer who makes payment through a bank account other than those indicated above shall not be released from payment of the Price to the Seller.

In case of delay of payment or non-fulfilment of the payment of even one instalment of the price, interests of delay shall apply, the cash rate target as set out by the Reserve Bank of Australia as at the date of the invoice plus 6%., or the highest interest rate applicable according to law, without prejudice to any greater damage that may be suffered by the Seller. The Seller, in such case, shall have the right to accelerate all the remaining payments scheduled and declare the total outstanding balance then due and owing and/or terminate the agreement within the limits provided by law, without prejudice for the compensation of any further damage.

The Goods may be equipped with a software allowing the Seller to prevent their usage in case of delayed or failed payment of the price by the Customer, so as to safeguard the retention of title provided by Article 5. In case of payment of the Price through instalments paid by credit card, through payment networks and methods expressly authorised by the Seller, the Customer shall, as an essential condition, fill in and sign a specific form which shall be made available by the Seller. In case of failure to do so, the Seller shall consider the Purchase Order as ineffective. The failure of the Customer to pay the Price (even only one instalment), or the failure to pay the part of the Price due after the delivery of the Goods, shall allow the Seller to prevent the use of the Goods through the activation of the software or to request the immediate return of the Goods and/or to suspend the performance of services until the receipt of the payment due (including interests for the delay and the expenses incurred by the Seller for the recovery of the credit). No claim for compensation based on the assumption of the impossibility to use the Goods due to the interruption of the use and/or suspension of the supply of the services may be carried out by the Customer.

In case of financial leasing, the Purchase Order of the financial leasing company shall be sent to the Seller at least 15 (fifteen) days before the expected date for the

delivery of the Goods, together with all the documents related to the financial leasing agreement. Should such documentation be sent to the Seller after the above-mentioned term, the Confirmed Delivery Date may be postponed as a consequence. In case of failure to present the documentation due for the payment by means of the financial leasing, the Seller shall have the right to consider the order as ineffective or claim the performance of the agreement by the final Customer.

12. PROHIBITION OF PURCHASE ORDER ASSIGNMENT. PRIOR AUTHORISATION IN CASE OF SUBCONTRACT

The Customer shall not transfer or assign, in whole or in part, the Purchase Order without the prior written consent of the Seller; in case of breach of such obligation by the Customer, the Seller shall have the right to terminate the agreement, without prejudice to the compensation of any further damage that may be suffered by the Seller.

13. TRADEMARKS AND INTELLECTUAL PROPERTY

The Customer acknowledges that the Seller and/or its Affiliates, is the owner of the Trademarks. Therefore, the Customer shall not reproduce or use in any way the Trademarks and other distinctive signs on the Goods, without the prior written consent of Seller or the holder of the related intellectual property rights. The Customer shall not remove, cancel or alter the Trademarks and/or whatsoever label or logo on the Goods, as well as not put on the Goods whatsoever new brand, label or distinctive sign. Any violation of its own intellectual property rights will be prosecuted by the Seller.

In case the Customer exposes or gives visibility to the Goods, the Customer undertakes to show an image of the Goods and the Trademarks consistent with the marketing strategy of the Seller and shall refrain from sharing news and information which may cause damages to the Seller's reputation.

Any intellectual property rights on the Goods (and future modifications and variations made on Goods) are and shall vest only in NEXION or its licensors.

Certain Goods may include software; with respect to any such software the Seller grant to the final end-user a non-exclusive, non-transferable limited license, without the right to sub license. The Customer may not directly or indirectly make any efforts to deconstruct the software provided, included but not limited to translating, disassembling, reverse engineering or performing any other operation to obtain any portion of its content.

14. PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

NEXION will have no obligation or liability with respect to: (i) Goods used other than for their ordinary purposes, (ii) claims of infringements resulting from combining any Goods furnished by the Seller with any article not furnished by NEXION, or (iii) any modification of the Goods other than a modification by the Seller.

Notwithstanding the foregoing, the Customer shall indemnify and hold NEXION harmless from any claim, loss, damage, suit, liability, fees or expenses (reasonable attorney's fees) which may be suffered by NEXION on account of (i) the modified Goods which become infringing as a consequence of Customer's modification, (ii) the use of the Goods in infringing combination or systems and (iii) the use of Goods in association with third parties' trademarks or distinctive signs.

15. PROCESSING OF PERSONAL DATA

According to the applicable laws in terms of personal data processing, the Seller informs the Purchaser that any personal data will be processed according to the NEXION privacy policy available as a link in the footer of the NEXION website at www.nexiongroup.com .

16. HEALTH AND SAFETY AT WORK

The Customer undertakes to take any measure necessary to grant the Goods' safety and to prevent any risk to health and physical integrity, when they are used, installed, cleaned or during a maintenance work.

The Customer undertakes to give the Seller any measure and information regarding any risk in order to guarantee that the installation of the Goods is in compliance with the applicable health and safety at work laws and regulations, with reference to the areas of work used by the Customer to carry out the installation services, and is safe and not generating risks for the health of the personnel involved in the installation process. For this purpose, the Customer shall hold the Seller harmless from any responsibility, regarding damages to things or people, which might take place in connection with the installation process, unless in case of wilful misconduct or gross negligence of the Seller or of its subcontractors. The Customer undertakes to enter insurance policies to cover the risks of civil liability in relation to any accident that may happen to the Seller's employees or to its subcontractors' employees during the performance of the installation of the Goods.

17. RIGHT TO ACCESS

The Customer shall guarantee the Seller and/or its subcontractors, free and timely access to the premises and/or sites where the installation services must be performed. In case of failure by the Customer to grant the access or in case of delays, caused or attributable to the Seller, the Customer shall pay the price of any unperformed activity and any other costs and expenses incurred by the Seller in connection with the non-performance of the services, without prejudice to the compensation of any further damage that may be suffered by the Seller.

18. TRACEABILITY. RECALL OF THE GOODS

In case the Customer re-sells the Goods to third parties, the Customer itself shall guarantee the full traceability of such Goods and, should the Goods be recalled, either mandatory or voluntary, due to serial defects, the Customer shall fully collaborate with the Seller, and

comply with any other decision or action that the Seller may take.

19. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED BY LAW AND IN CASE OF WILFUL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT NEXION SHALL BE LIABLE TO CUSTOMER OR THIRD PARTIES FOR ANY LOSS OF USE, REVENUES OR PROFIT, LOSS OF ANY PERSONAL DATA OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AND WHETHER OR NOT NEXION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL NEXION AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNT PAID TO NEXION FOR THE GOODS SOLD HEREUNDER WHICH ORIGINATED THE CLAIM OR DAMAGE.

NEXION SHALL HAVE NO LIABILITY FOR WHATSOEVER DAMAGE TO PROPERTY AND/OR PERSONS ARISING OR DERIVING FROM THE USE OF THE GOODS NOT IN ACCORDANCE WITH THE INSTRUCTIONS SPECIFIED IN THE HANDBOOK, AND IN ANY OTHER DOCUMENT OR WARNING ASSOCIATED WITH THE GOODS OR FOR ANY DAMAGE ARISING FROM THE USE OF GOODS NOT FIXED TO THE GROUND (OR ON THE WALL OR ON THE CEILING) IN ACCORDANCE WITH THE PROVISIONS IN THE HANDBOOK AND/OR IN ANY OTHER DOCUMENT OR WARNING SUPPLIED TOGETHER WITH THE GOODS, AS WELL AS IN RELATION TO ANY DAMAGE TO PROPERTY AND/OR PERSONS ARISING FROM THE EXECUTION OF DELIVERY, FREIGHT AND/OR INSTALLATION ACTIVITIES AND/OR THE EXECUTION OF ANY OTHER SERVICE DESCRIBED IN THE PURCHASE ORDER AND PERFORMED BY SUBCONTRACTORS OF THE SELLER. NEXION SHALL HAVE NO LIABILITY FOR ANY DAMAGE ARISING FROM THE USE OF THE GOODS BY PEOPLE IN NO GOOD PHYSICAL CONDITIONS; BEING AN OBLIGATION OF THE USER TO OF THE GOODS TO VERIFY IN ADVANCE THE COMPATIBILITY BETWEEN HIS/HER HEALTH STATUS AND THE USE OF THE GOODS. THE SELLER SHALL EXPRESSLY INVITE ANY USER OF THE GOODS CAREFULLY READ THE HANDBOOK BEFORE USING THE GOODS AND TO COMPLY WITH THE INSTRUCTIONS AND SAFETY RULES DESCRIBED IN THE HANDBOOK.

20. APPLICABLE LAW. EXCLUSIVE JURISDICTION

These Condition of Sale, as well as the contracts entered into between the Seller and the Customer following the Purchase Order, shall be governed by and construed in accordance with the laws in force in New South Wales, Australia, exclusive of any conflict of law provisions.

The Parties expressly exclude the application of the United Nations Convention on contracts for the international sale of goods (1980). Any dispute arising between the Seller and the Customer, either referred to these Condition of Sale or to any other contract the Parties may have executed. Any dispute, disagreement or controversy between the parties arising out or relating to this Agreement shall be submitted to the exclusive jurisdiction of the Courts of New South Wales, Australia. However, the Seller retains the right to sue the Customer before the courts of the Customer's place of business.

21. INTEGRITY / CONVERSION OF NULL PROVISIONS

In the event that any provisions of this Conditions of Sale are deemed null and void or inapplicable, the validity of the remaining provisions of this Conditions of Sale will not in any way be affected. Provisions found to be invalid or ineffective will be amended to comply with applicable law to the fullest extent permitted by law.