

GENERAL TERMS AND CONDITIONS - RENU ENERGY PURCHASE ORDER
RNE Purchase Order Terms and Conditions

1 DEFINITIONS AND INTERPRETATION

1.1 Defined terms have the meanings provided in, and the PURCHASE ORDER should be read in accordance with the rules of interpretation in, Schedule 1.

2 ASSIGNMENT AND SUBCONTRACTING

2.1 RNE may freely assign this PURCHASE ORDER or any interest therein to any other party at its sole discretion.

2.2 VENDOR may only assign this PURCHASE ORDER or any interest therein with the prior written consent of RNE (which must not be unreasonably withheld).

2.3 Use of SUBCONTRACTORS by VENDOR shall not relieve VENDOR of any liability or obligation under this PURCHASE ORDER and the VENDOR shall be liable for all acts, omissions and defaults of any of its SUBCONTRACTORS as if they were acts, omissions or defaults of the VENDOR.

2.4 No sub-purchase order shall bind or purport to bind RNE. VENDOR shall ensure that any SUBCONTRACTOR shall be bound and observe the provisions of this PURCHASE ORDER that are relevant to the activities of the SUBCONTRACTOR.

3 PERFORMANCE

The VENDOR undertakes, warrants and represents that the VENDOR shall:

3.1 to the extent that SERVICES are supplied under this PURCHASE ORDER, carry out those SERVICES with due care and skill and in accordance with any SPECIFICATION;

3.2 to the extent that GOODS are supplied under this PURCHASE ORDER, ensure those GOODS are of good and sound design and merchantable quality (including but without limitation, in accordance with any applicable Australian standards), fit for purpose, free from all liens and encumbrances, manufactured to a standard expected of an appropriately qualified and experienced manufacturer of the GOODS and in accordance with any SPECIFICATION;

3.3 maintain for the duration of the PURCHASE ORDER, all necessary licences, permits, consents and authorisations to provide the GOODS and SERVICES and perform the PURCHASE ORDER; and

3.4 comply with, and shall ensure that its SUBCONTRACTORS shall comply with, APPLICABLE LAW and any applicable Australian standards.

4 DELIVERY, COMMENCEMENT AND COMPLETION

4.1 VENDOR shall:

a. promptly commence performance of the WORKS from the COMMENCEMENT DATE and continue such performance with expedition and due diligence for the duration of the PURCHASE ORDER and complete the performance of the WORKS by the COMPLETION DATE;

b. notify RNE immediately if it becomes aware that completion of the WORKS by the required date is likely to be delayed in which event, RNE may, in addition to its rights for breach of PURCHASE ORDER, terminate the PURCHASE ORDER with immediate effect; and

c. where the TERM of the PURCHASE ORDER continues for more than one (1) month, provide written reports to RNE by the last date of each month, which reports must (i) describe the VENDOR's progress and expected date by which the WORKS shall be completed; (ii) subject to strict compliance with Article 19, provide updates as to any adjustments to the PURCHASE ORDER PRICE anticipated by VENDOR; and (iii) any other information reasonably requested by RNE.

4.2 In the performance of this PURCHASE ORDER time is of the essence.

4.3 If VENDOR is delayed from achieving completion of the WORKS by the COMPLETION DATE by an act or omission of RNE, VENDOR must notify RNE forthwith, and in any event within 7 days, and provide such details as reasonably requested by RNE.

4.4 Subject to strict compliance by VENDOR with Article 4.3 herein, VENDOR shall be entitled to an adjustment to the COMPLETION DATE to reflect the actual delay suffered, as directed by RNE at its sole discretion.

5 RISK AND TITLE IN THE GOODS

Without prejudice to the rights and obligations of the PARTIES, risk in and title to GOODS or any part thereof shall pass to RNE in accordance with the INCOTERM specified in the PURCHASE ORDER.

Where any GOODS are stored by VENDOR that have been paid for by RNE, VENDOR must clearly mark those GOODS as the property of RNE and, should RNE so request, do all acts reasonably necessary to allow RNE to create and perfect its Security Interest (within the meaning of that term as described in the *Personal Property Securities Act 2009*) in those GOODS.

6 DEFECTS LIABILITY

6.1 Within (i) eighteen (18) months of actual completion of the SERVICES or (ii) within twelve (12) months after the commencement of operating the GOODS or eighteen (18) months after the date of delivery of the GOODS (whichever is the later), in addition to, and without prejudice to any rights and remedies that RNE may have under this PURCHASE ORDER, VENDOR shall promptly after receipt of notice from RNE; (i) correct, repair, rework or replace, at RNE's option and to RNE's satisfaction, the GOODS and or SERVICES, or any deliverable resulting therefrom or any part thereof deemed by RNE in its sole opinion to be defective and any other goods or services to which damage is caused arising from or as a consequence of the defect notified by RNE to VENDOR referred to above, and (ii) provide all removal, transportation, return and reinstallation of such GOODS and or SERVICES as RNE deems necessary, all at the cost of VENDOR.

6.2 If VENDOR fails to meet its obligations pursuant to Article 6.1 above within a reasonable time RNE may decide either:

a. to carry out, or engage to be carried out, the necessary work of correction, repair, rework or replacement at VENDOR's expense provided that it shall do so in a reasonable manner and notifies VENDOR of its intention so to do in which case, the COSTS reasonably incurred by RNE may be deducted from the PURCHASE ORDER PRICE or recovered as a debt due and owing at RNE's sole discretion, or

b. if the defect is such that RNE has been deprived of (i) substantially the whole of the GOODS, SERVICES or deliverables resulting therefrom or, (ii) part of the GOODS, SERVICES or deliverables resulting therefrom for a substantial period of time, RNE may terminate the PURCHASE ORDER and shall be entitled to recover all sums paid in respect of such part of the GOODS and or SERVICES and any COSTS related thereto from VENDOR as a debt due and owing.

7 PURCHASE ORDER PRICE AND PAYMENT

7.1 In consideration for the satisfactory performance of this PURCHASE ORDER in accordance with its terms, RNE shall pay to VENDOR, the PURCHASE ORDER PRICE. The PURCHASE ORDER PRICE shall remain fixed for the duration of the PURCHASE ORDER, save as adjusted under this PURCHASE ORDER, following strict compliance with Article 19.

7.2 Within 30 days of receipt of a valid invoice, RNE shall pay the approved amount (at the sole discretion of RNE) to VENDOR's designated bank account by bank transfer.

7.3 RNE may, at its sole discretion, set off any monies otherwise owing to VENDOR against any monies owing to RNE (whether under this PURCHASE ORDER or otherwise).

7.4 Any payment made by RNE under this PURCHASE ORDER is payment on account only and shall not operate as a waiver of any rights of RNE under the PURCHASE ORDER or any APPLICABLE LAW.

7.5 To the extent allowable by law, RNE shall not be liable for, and VENDOR hereby releases RNE from payment of, any invoices submitted more than 3 months after the COMPLETION DATE.

8 IP RIGHTS

8.1 Any IP RIGHTS that are made, discovered or developed by VENDOR or its SUBCONTRACTORS (or their employees or agents) in the course of or by reason of the performance of the PURCHASE ORDER shall vest in RNE and shall be considered confidential information of RNE. VENDOR shall forthwith at the request and cost of RNE at any time take all steps and execute all documents necessary to enable RNE to hold title to such IP RIGHTS and obtain the relevant protection therefrom. All pre-existing IP RIGHTS in GOODS or SERVICES held by VENDOR shall vest in VENDOR which grants RNE a royalty-free, non-exclusive, perpetual and irrevocable licence to use such IP RIGHTS for the purpose of carrying out any and all works required under the PURCHASE ORDER or HEAD CONTRACT.

8.2 VENDOR warrants that (i) the method and processes used by it to perform the PURCHASE ORDER and (ii) the GOODS and or SERVICES do not infringe any IP RIGHTS of any person.

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9 VENDOR PERSONNEL

- 9.1 VENDOR shall provide all personnel required for it to carry out the WORKS, the COSTS of which are deemed included in the PURCHASE ORDER PRICE, and shall ensure such personnel carry out the WORKS (or any part thereof) to a standard reasonably expected of a competent and professional person in their position.
- 9.2 Where RNE is of the opinion that any such personnel do not meet the standard provided in Article 9.1, RNE may notify VENDOR in writing, whereupon VENDOR must promptly take such steps as are reasonably required to rectify the issue, including by replacing the VENDOR PERSONNEL.

10 TERMINATION / SUSPENSION

- 10.1 RNE may terminate the PURCHASE ORDER in writing with immediate effect in the event that VENDOR is in material breach of the PURCHASE ORDER (including by failing to maintain a policy of insurance required under Article 17) in which case VENDOR shall be entitled to no payments from RNE and RNE shall be entitled to recover from VENDOR any COSTS it incurs in connection with such termination.
- 10.2 RNE in its sole discretion may suspend the performance of the PURCHASE ORDER for any reason and at any time by giving written notice to VENDOR. Where RNE suspends performance under this Article 10.2, VENDOR shall be entitled to compensation for any reasonable, documented costs incurred directly as a result of the suspension, save where the suspension was required due to an act or omission of VENDOR (including a breach of this PURCHASE ORDER) in which case VENDOR shall bear all costs.
- 10.3 If a FORCE MAJEURE prevents delivery of the GOODS or delays the carrying out of the SERVICES for more than 30 consecutive days, RNE may terminate this PURCHASE ORDER in writing with immediate effect.

11 FORCE MAJEURE

- 11.1 The PARTIES shall be relieved from liability under this PURCHASE ORDER to the extent that owing to FORCE MAJEURE they have failed to comply with their respective obligations under this PURCHASE ORDER.
- 11.2 Each PARTY shall use reasonable endeavours, and the PARTIES shall co-operate in good faith, to take jointly such reasonable measures as are necessary to minimise the duration of the FORCE MAJEURE and mitigate the consequences thereof.
- 11.3 Each PARTY shall be liable for and bear all of its own costs, expenses, losses and damages suffered and incurred as a result of FORCE MAJEURE.

12 INSPECTION and TESTING

- 12.1 RNE may carry out inspections and tests of VENDOR facilities, the GOODS, the SERVICES and the materials and personnel to be used in the provision of the SERVICES at any time during the term of this PURCHASE ORDER and VENDOR shall give every assistance in carrying out such inspections. VENDOR shall supply on RNE's request test reports and material certificates and the supply of same is a condition precedent to completion of the WORKS by the VENDOR. The carrying out of such tests and inspections and the supply of test reports and material certificates will in no way relieve VENDOR of any obligation or liability under this PURCHASE ORDER or constitute a waiver by RNE of any obligation or liability or of any rights of RNE.
- 12.2 VENDOR shall notify RNE of all tests in adequate time to allow RNE and persons authorised by it to attend.
- 12.3 VENDOR shall provide all labour, materials, facilities and equipment for such inspections and tests and all costs related thereto shall be deemed included within the PURCHASE ORDER PRICE.

13 PACKING

All GOODS shall be adequately packed and protected to withstand transit and storage by VENDOR. VENDOR must comply with any directions from RNE as to the packing and protection of GOODS. Packages are to be clearly marked in accordance with the requirements of the PURCHASE ORDER and with the PURCHASE ORDER number and a packing note is to be enclosed with each package and a delivery advice note is to accompany the GOODS.

14 CONFIDENTIALITY

- 14.1 All technical, financial and commercial information concerning this PURCHASE ORDER and duly exchanged by and between the PARTIES in performing any provision of this PURCHASE ORDER shall be deemed confidential (save where such information is already in the public domain through no fault of either PARTY), and the PARTIES shall take all necessary and reasonable steps to prevent the disclosure of such information to any other person save where:
- a. such disclosure is required by an APPLICABLE LAW in which case the PARTY must notify the other PARTY in writing as soon as reasonably practicable and before disclosure; or
 - b. the PARTY seeking to disclose the confidential information already possessed that information at the time of its receipt from the other PARTY or received it from a third party not subject to this duty of confidence; or
 - c. the disclosure is to the PARTY's legal advisers or accountants and is for a proper purpose.
- 14.2 VENDOR shall not, and shall ensure that any SUBCONTRACTORS, agents or employees shall not, publish any information, publication, documentation or article concerning the WORKS or the PURCHASE ORDER in any media without obtaining prior written approval of RNE, which may be awarded at its sole discretion, save where such publication is required by an APPLICABLE LAW or stock exchange listing rule, in which case the PARTY must notify the other PARTY in writing as soon as reasonably practicable and before publication.

15 HEALTH AND SAFETY

- 15.1 VENDOR shall apply, and shall ensure that its SUBCONTRACTORS shall apply, proactive health, safety, environmental and security management systems and risk management processes in accordance with the PURCHASE ORDER, any other applicable health and safety standards, codes and regulations issued by RNE, RNE's contractors with responsibility over the Site on which the WORKS are carried out or any relevant authority or professional entity. If such standards, codes or regulations do not adequately protect against hazards arising from the SERVICES, VENDOR shall adopt appropriate practices to protect against such hazards.
- 15.2 The VENDOR shall advise RNE of any hazard inherent in the material ordered or SERVICES provided and/or shall provide any information requested, in respect of safety, environmental and health hazards, including toxicity, flammability, reactivity and corrosiveness, together with handling and storage requirements, action to be taken in case of fire or spillage and health and safety precautions to be observed.
- 15.3 VENDOR shall comply with all directions from RNE in relation to health and safety.

16 LIABILITIES AND INDEMNITIES

- 16.1 VENDOR shall fully indemnify and hold harmless RNE from and against:
- a. any and all CLAIMS arising from or in relation to: (i) any breaches of this PURCHASE ORDER by VENDOR (including of any warranties); (ii) any CLAIMS for property damage or personal injury or death caused or contributed to by any act or omission of VENDOR or its SUBCONTRACTORS (including their employees or agents);
 - b. loss or damage to any THIRD PARTY (including in respect of personal injury or death or property damage) arising from or in relation to the performance of the WORKS by VENDOR;
 - c. any COSTS to any authority which is not otherwise expressly reimbursable under the terms of this PURCHASE ORDER and which is in satisfaction of any CLAIM of VENDOR; and
 - d. any environmental claim (including in respect of pollution and/or contamination) against RNE by any person or legal entity to the extent caused or contributed to by an act or omission of VENDOR or its SUBCONTRACTORS (or their employees or agents).
- 16.2 RNE shall not be liable to VENDOR under the PURCHASE ORDER or at law, including negligence, statute, in equity or otherwise, for CONSEQUENTIAL LOSS.

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17 INSURANCE

- 17.1 Without limiting any of its obligations under the PURCHASE ORDER or APPLICABLE LAW, VENDOR shall maintain or cause to be maintained, promptly following the COMMENCEMENT DATE and throughout the term of the PURCHASE ORDER, and pay for the following INSURANCES:
- Worker's Compensation Insurance and motor vehicle insurance as is required by APPLICABLE LAW;
 - Public Liability Insurance (including Product Liability Insurance) for any incident or series of incidents covering the operations of the VENDOR under this PURCHASE ORDER for an amount not less than AUD20,000,000 per occurrence;
 - Third Party and Passenger Liability insurance and other motor insurance as is required by APPLICABLE LAW; and
 - where GOODS are required to be delivered by VENDOR, a policy of Transit Insurance for no less than the full value of the GOODS, which is required to be maintained until delivery is effected.
- 17.2 VENDOR shall:
- provide certificates of currency of any INSURANCE promptly following any request by RNE to do so; and
 - comply with any and all requirements of the INSURANCE such that any failure to do so constitutes a breach of this PURCHASE ORDER.

18 TAXES

- 18.1 Except as otherwise stated in this Article 18, VENDOR shall be liable for and discharge all TAXES that are assessed or levied against VENDOR arising directly or indirectly from the performance by the VENDOR of its obligations under this PURCHASE ORDER.
- 18.2 GST, "Supply", "Taxable Supply", "Tax Invoices", "Adjustment Note", "Supplier" and "Recipient" have the same meaning as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) ("GST Act").
- 18.3 All compensation, consideration and payments due to VENDOR hereunder are stated exclusive of any GST or other similar consumption tax, which may be levied on such compensation or payments pursuant to the GST Act.
- 18.4 If GST is or will be payable on any Taxable Supply made under this Agreement, the Supplier may charge to the Recipient the amount of that GST (at the prevailing rate), subject to the Supplier issuing to the Recipient a valid Tax Invoice or Adjustment Note in respect of that Supply. The Recipient must pay to the Supplier the amount in respect of GST, at the same time and in the same manner as the Recipient is obliged to make payment for the Supply.
- 18.5 It is determined, on reasonable grounds, that the amount of GST paid or payable by a Supplier to any competent Taxation Authority on any Taxable Supply made under this Agreement differs for any reason from the amount of GST recovered or recoverable from the Recipient, that latter amount shall be adjusted accordingly.
- 18.6 RNE shall withhold from payments made to VENDOR hereunder any and all TAXES that RNE may be required to withhold in accordance with APPLICABLE LAW.
- 18.7 VENDOR hereby indemnifies and undertakes to keep RNE indemnified from and against all CLAIMS arising out of or in connection with any assessment or levy made in respect of all or any of the aforesaid TAXES.

19 VARIATIONS

- 19.1 RNE may direct VENDOR to carry out any VARIATION, in which case VENDOR must carry out that VARIATION provided it is within the general scope of the PURCHASE ORDER.
- 19.2 If RNE issues any direction or instruction to VENDOR which VENDOR considers amounts to a VARIATION, VENDOR must notify RNE forthwith, and in any event within 7 days, and provide such details as reasonably requested by RNE.
- 19.3 Subject to strict compliance by VENDOR with Article 19.2 herein, VENDOR shall be entitled to an adjustment to the PURCHASE ORDER PRICE reflecting the value of the VARIATION, as agreed in writing with RNE.

20 GOVERNING LAW

This PURCHASE ORDER shall be governed by and construed in accordance with the laws of Queensland and the PARTIES hereby submit to the non-exclusive jurisdiction of the Courts of Queensland.

21 ENTIRE AGREEMENT

The PURCHASE ORDER constitutes the entire agreement between the PARTIES in relation to its subject matter and supersedes all prior discussions and agreements between the PARTIES with respect to its subject matter, and may not be altered, amended or modified except where agreed in writing by the PARTIES.

22 SURVIVORSHIP

Articles 3, 5, 6, 8, 12, 14, 16, 17, 18, 20, 21, 22, 23 and 24 of this PURCHASE ORDER shall remain in full force and effect following termination or expiration of this PURCHASE ORDER.

23 GENERAL

- 23.1 VENDOR shall advise RNE of any proposed changes to the GOODS before such changes are implemented.
- 23.2 VENDOR shall ensure that parts and spares shall be available to RNE for the period of five (5) years after delivery and shall notify RNE prior to any obsolescence.
- 23.3 VENDOR shall maintain in safe custody records of all transactions connected with the PURCHASE ORDER for twenty four (24) months after the final payment made by RNE, which such records shall be available for audit by RNE or its authorised representatives during such period.

24 ACKNOWLEDGEMENT OF TERMS

By acceptance of the PURCHASE ORDER, VENDOR acknowledges, warrants and represents, in relation to the terms and conditions above, that:

- the signatory has authority to sign on behalf of VENDOR and bind it to the terms and conditions herein;
- VENDOR has fully and completely read and understood the above terms and conditions and has had the opportunity to seek appropriate legal advice on the meaning of any terms or conditions that it does not fully understand;
- VENDOR has had the opportunity to negotiate any of the above terms and conditions and include any necessary special conditions in order to vary any of the above terms and/or conditions; and
- VENDOR understands that RNE is a party to a HEAD CONTRACT under which it has certain obligations and that the above terms and conditions reflect obligations RNE has under that HEAD CONTRACT and are therefore necessary and reasonable in order to protect RNE's interest under the HEAD CONTRACT.

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Schedule 1

DEFINITIONS

"APPLICABLE LAW" means any treaty, law, decree, order, regulation, decision or other document that has legal force according to the terms of any system of law which creates or purports to create any requirement or rule that may affect, restrict, prohibit or expressly allow the terms of this PURCHASE ORDER or any activity contemplated or carried out under this PURCHASE ORDER.

"CLAIMS" includes, in relation to a person, a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against the person, however arising and whether present, unascertained, immediate, future or contingent.

"COMMENCEMENT DATE" means the date this PURCHASE ORDER is issued.

"COMPLETION DATE" means the last date on which the delivery of GOODS, completion of SERVICES or return of rental EQUIPMENT is achieved under this PURCHASE ORDER.

"CONSEQUENTIAL LOSS" means any kind of indirect or consequential loss or damage including loss of use, loss of profit, loss of contract, loss of production, or business interruption

"COSTS" includes all costs, damages, expenses or liabilities including profit, the cost of all labour, plant, equipment, tools, appliances or other property and items utilised, and all applicable taxes, levies, fees, or charges (other than GST).

"FORCE MAJEURE" means, in respect of either PARTY, any event or occurrence whatsoever beyond the reasonable control of both PARTIES which delays, prevents or hinders that PARTY from performing any obligation imposed upon that PARTY under this PURCHASE ORDER, including to the extent such event or occurrence shall delay, prevent or hinder such PARTY from performing such obligation, war (declared or undeclared), terrorist activities, acts of sabotage, blockade, fire, national strikes (excluding those of VENDOR or its SUBCONTRACTORS) riots, insurrections, civil commotions, quarantine restrictions, epidemics, earthquakes, landslides, avalanches, floods, hurricanes, explosions and regulatory and administrative or similar actions or delays to take actions of any governmental authority.

"RNE" means ReNu Energy Limited (ABN: 55 095 006 090).

"GOODS" shall mean the items to be provided by VENDOR to RNE in accordance with the PURCHASE ORDER.

"HEAD CONTRACT" means a contract between RNE and a third party under which RNE is required to (amongst other things) provide the WORKS.

"INSURANCE" means a policy of insurance with reputable insurers acceptable to RNE and (i) containing a provision that the relevant insurer shall have no right of subrogation against GDY or its insurer and noting RNE as a joint insured; (ii) which must not be materially altered during the term of the PURCHASE ORDER without providing RNE at least 30 days prior written notice; and (iii) which must always be construed as primary insurances without any right of contribution from any insurance taken out by RNE.

"IP RIGHTS" means all intellectual property rights, including but not limited to, patents, utility models, registered designs and models, trademarks, service marks, applications for any of the foregoing (and the rights to apply for any of the foregoing), design rights, ownership

of inventions, proprietary information and /or technical know-how, copyright, authorship, whether patentable or not and any similar rights.

"PURCHASE ORDER" means this document as issued and any documents specifically referred to within or physically attached to this document and any amendments made in accordance with the terms herein.

"PURCHASE ORDER PRICE" means the amount specified in PURCHASE ORDER, as adjusted in accordance with the PURCHASE ORDER.

"SERVICES" means the services to be performed or procured and all the obligations to be complied with by VENDOR for RNE pursuant to this PURCHASE ORDER.

"SPECIFICATION" includes any specification, plan or drawing referenced in, or attached to, the PURCHASE ORDER.

"TAXES" means any and all taxes, fees, duties, imposts or tariffs (including import duties or tariffs) arising from or in relation to the WORKS.

"TERM" means the period of time between COMMENCEMENT DATE and COMPLETION DATE.

"THIRD PARTY" means any person other than a member of RNE GROUP or VENDOR GROUP.

"VARIATION" means any one or more of (i) an increase, decrease or omission to or from any part of the works; (ii) any change in the character or quality of the works; or (iii) any change in the order, sequencing or time of carrying out the works.

"VENDOR" means the party named in the PURCHASE ORDER as VENDOR.

"WORKS" means the works required to be carried out by the VENDOR under this PURCHASE ORDER including, where the PURCHASE ORDER provides for performance of services, those services, and, where the PURCHASE ORDER provides for delivery of goods, the delivery of those goods.

INTERPRETATION

1.2.1 General or special conditions of contract contained in any of VENDOR's quotations, tenders, price lists, invoices, tickets, receipts or other documents presented to RNE or made a part of this PURCHASE ORDER by reference are null and void.

1.2.2 Words importing the singular include the plural and vice versa where the context so requires.

1.2.3 References to any law, statute, regulation, statutory instrument, rule, code of practice, guideline, PURCHASE ORDER or document shall include all amendments or re-enactment thereof for the time being then in force.

1.2.4 The below Special Conditions (if any) should be read as complementary to the above terms and conditions and given precedence in the event of any inconsistency.

SPECIAL CONDITIONS
