

Standard Sales Agreement SSA

1. OUTLINE

1.1 **Currency:** These Terms + Conditions apply to the supply of all Goods and Services by us to you from the date that you accept these Terms + Conditions.

1.2 **Acceptance:** You accept these Terms + Conditions when:

1.2.1 you submit an Order or accept our Quote (whether in writing, verbally or by continuing to instruct us to supply the Goods and Services) ;

1.2.2 you accept delivery of any, or any part, of the Goods and Services pursuant to an Order; or

1.2.3 you make Payment, or partial Payment, for any Goods and Services supplied by us, whichever occurs first.

1.3 **Inconsistency:** To the extent of any inconsistency between these Terms + Conditions and any Quote, the Quote will prevail.

2. QUOTES + ORDERS

2.1 **Requesting a Quote:** You may request a Quote from us relating to the potential supply of Goods and Services.

2.2 **Providing a Quote:** We may provide to you a Quote relating to the potential supply of Goods and Services, which may include the price and quantity of the Goods and Services proposed to be supplied by us and other relevant details as necessary. The Quote may also specify certain exclusions and where prices are estimates only and will be subject to the conditions and assumptions specified.

2.3 **Validity of Quote:** A Quote is valid for 30 days only (or such other period specified on the Quote). We reserve the right to withdraw a Quote at any time before you place an Order.

2.4 **Placing an Order:** If our Quote is acceptable to you, you may place an Order for each supply of Goods and Services. An Order is not binding until we have provided you in our absolute discretion our written acceptance or confirmation of the Order.

2.5 **Additional conditions:** Unless otherwise agreed by us in writing, these Terms + Conditions will prevail over, and we will not be bound by, any conditions (express or implied) added or provided by you, whether in an Order or otherwise.

3. PRICE

3.1 **Price:** Unless otherwise agreed to in writing by us or by our authorised representative, subject to clause 3.2, the price charged and payable for the Goods and Services shall be the price in Australian dollars at the date we provide the Quote, together with any applicable taxes, charges and delivery costs in relation to the Goods and Services.

3.2 **Variation of price:** Prices contained in any Quote for the supply of Goods or Services are based on the cost prevailing and the specification supplied at the time of the Quote. Subject to your rights under law including the ACL, we reserve the right to vary the price if:

3.2.1 there is any movement in the cost of supplying the Goods or Services specified in your Order, including any Charges;

3.2.2 the Goods or Services specified in your Order are varied from the Goods or Services specified in our Quote;

3.2.3 your instructions change or further information is provided or becomes apparent to us such that the Order or Quote is no longer accurate; or

3.2.4 otherwise provided in these Terms + Conditions,

and we provide you reasonable notice of any such variation of price.

3.3 **Out of scope work:** If we are requested to undertake substantive additional and/or alternative Services which fall outside an existing scope of work or specifications contained in our Quote or otherwise, we will provide a further Quote for the additional services in writing.

3.4 **Disbursements & Expenses:** You will reimburse us for disbursements and expenses, being sums which we pay or are liable to pay to others on your behalf. These may include, for example, external photocopying or printing costs, courier costs, travel expenses, accommodation and visa fees and expenses. We may identify specific expenses and disbursements in our Quote or relevant communications.

4. PAYMENT

4.1 **Invoice on delivery:** Unless otherwise agreed in writing, we will issue you an Invoice upon receipt of your Order.

4.2 **Payment terms:** You agrees to make all Payments to us in accordance with the Frequency of Payment when due. Unless otherwise agreed, we require payment of our Invoice in full (without any deduction or set-off) within 30 days of the date of each Invoice.

4.3 **Upfront Payments:** You may be required to pay part or all of the Price for our Goods and Services in advance. We reserve the right to cease or suspend work pending receipt.

4.4 **Payment method:** All Payments are to be made to us by direct credit to the bank account nominated by us or as otherwise indicated by us in writing.

4.5 **Payment in instalments:** We may at our discretion as agreed in writing accept Payments in instalments upon such terms as we see fit.

5. PAYMENT DEFAULT

5.1 **Default Interest:** We may at our discretion in the event of your failure to make a Payment in accordance with clause 4 (*Payment*) charge Default Interest at the rate of 2% per annum *plus* the cash rate last published by the Reserve Bank of Australia.

5.2 **Payment of Default Interest:** Default Interest pursuant to clause 5.1 shall be:

5.2.1 payable on demand; and

5.2.2 calculated daily from the date Payment was due to the actual date that the Payment is made in full.

5.3 **Costs of enforcement:** We may recover from you any costs we incur in the collection of Payment of any Invoice.

5.4 **No set off:** You may not set off against any Payment any claims which you may have against us.

5.5 **Default Interest amount credited first:** Any Payment you make to us shall first be credited against any Default Interest accrued pursuant to this clause 5 to the actual date of Payment.

6. OBLIGATIONS

6.1 **Our obligations:** We will (in providing the Services):

6.1.1 use reasonable skill and care;

6.1.2 use reasonable endeavours to identify and provide all personnel, resources and processes reasonably required to provide the Services;

6.1.3 comply with all relevant laws applicable to it.

6.2 **Your obligations:** You will:

6.2.1 allow our personnel and sub-contractors (as well as any relevant third party, supplier or service provider) to access any premises and system owned or controlled by you to the extent that such access is necessary for the proper provision of any Goods or Services, provided that we shall ensure that our personnel and sub-contractors comply with any reasonable confidentiality, security or operational requirements;

6.2.2 provide all information, documents, assistance, resources, facilities and instructions as and when we may reasonably require to enable us to provide the Goods and Services; and

6.2.3 perform any obligations assigned to you in a statement of work, Quote, proposal or other relevant document or agreement or otherwise as reasonably required by us.

7. DELIVERY, RISK + INSURANCE

7.1 **Delivery:** Delivery of the Goods shall take place upon pick up by or delivery of the Goods to you, your agent or nominee or to a carrier commissioned on your behalf as applicable at the place specified by you or as otherwise agreed.

7.2 **Cost of delivery:** We may charge you the cost of delivering the Goods to you, which will be included in the Payment to be made in relation to the Goods. Any transportation costs incurred after the Goods have been Delivered will be paid by you.

7.3 **Instalments:** We reserve the right to allocate our supplies and stocks in our absolute discretion. We reserve the right to make deliveries in instalments and these Terms + Conditions shall be severable as to such instalments, in which case Payment for each instalment is a condition precedent to the delivery of subsequent instalments (unless otherwise agreed).

7.4 **Risk passes on delivery:** The risk in the Goods shall pass to you upon the delivery of the Goods in accordance with clause 7.1.

8. SUSPENSION + CANCELLATION

8.1.1

8.2 **Suspension or cancellation by you:** You may not suspend or cancel an Order, or any part of it, unless:

8.2.1 we give our written consent; and

8.2.2 you pay to us (if required by us in our absolute discretion) any and all costs reasonably incurred by us in relation to the cancelled Order or the cancelled part of the Order to the date of cancellation.

8.3 **Cancellation by us:** We may in writing cancel an Order or delivery of an Order without liability to you (save as required by relevant laws) if:

8.3.1 we reasonably form the opinion that you are insolvent or at material risk of insolvency;

8.3.2 you fail to pay any amount for the Goods or Services on the due date; or

8.3.3 we reasonably form the opinion that supplying Goods or Services to you may have a negative impact upon our business or commercial reputation or image.

9. DEFECTS + RETURN OF GOODS

9.1 This clause 9 is subject to clause 11 (*Exclusions + Limitations*), clause 12 (*Statutory Rights*) and any other statutory or legal right whether under these Terms + Conditions or otherwise.

- 9.2 **Returns:** You should inspect the Goods immediately once they are delivered and may only return the Goods if:
- 9.2.1 they do not materially comply with the Order; or
- 9.2.2 if permitted by law, including the ACL.
- 9.3 **Notification:** If you wish to return any Goods delivered to you, you must give to us:
- 9.3.1 notice within 7 days of your receipt of the Goods; and
- 9.3.2 the original Invoice details.

If you do not provide notice within a reasonable time of your receipt of the Goods (or such other notice period specified in clause 9.3.1, you will be deemed to have irrevocably waived your right to a claim under this clause 9.

9.4 **Replacement or credit:** If we accept the return of Goods from you, we will at our option either:

- 9.4.1 replace the returned Goods; or
- 9.4.2 give a credit or a refund for such Goods.

9.5 **Costs to return Goods:** You shall bear any expense of transportation of Goods returned to us, unless you have a statutory or other legal right that permits otherwise.

9.6 **Payment for other Goods:** You may not withhold any payment due to us in respect of any other Goods pending the resolution of a claim for a defect.

9.7 **Non-payment of account:** We will not accept notifications under clause 9.3 in the event of your non-payment of an account.

9.8 **Goods damaged in transit:** Except where delivery is arranged by you, if the Goods are damaged in the course of being delivered to you:

- 9.8.1 you must notify us of any claim for Goods damaged in transit within a reasonable time of delivery; and
- 9.8.2 subject to our acceptance of your claim under this clause 9, we will replace the relevant Goods at no extra charge to you.

10. EXPRESS WARRANTY

10.1 **Provider details:** The warranty against defects (**Warranty**) contained in this clause 10 is provided by:

Company: JAG Process Solutions PTY LTD

Address: 420 Victoria Street

Brunswick VIC 3056, Australia

Ph: +61 (0)39 940 14 18

10.2 **Warranty:** We warrant that the Goods are supplied free from defects in material and workmanship except such defects as normally being regarded as being commercially acceptable (**Warranty**).

10.3 **Warranty Period:** The Goods shall be covered by this Warranty for a period of 12 months unless otherwise stated in writing.

10.4 **Exclusions:** We will not be liable for:

- 10.4.1 loss or damage caused by factors beyond our control;
- 10.4.2 any Goods that have not been installed or maintained according to maintenance or care instructions;
- 10.4.3 any modifications (including to software), alterations or repairs to the Goods not performed by us or with our prior written consent; or
- 10.4.4 damage or defects caused to the Goods due to unusual, non-recommended or negligent use of the Goods.

10.5 **Making a claim:** You may make a claim under this Warranty by providing us notice in writing to our address specified in clause 10.1 containing reasonable description of the defect in the Good(s).

10.6 **Repair and replacement:** We will during the Warranty period and subject to clause 10.7, repair or replace at our option, any component or part of the Goods which our examination shows to be defective at no extra charge to you.

10.7 **Limitation:** Our obligations under this Warranty are limited to repairing or furnishing a replacement part to replace any part which has proven to have been defective.

10.8 **Transport charges:** You will be liable for all transport charges incurred in returning defective components or parts for repair or replacement together with the cost of returning them to you. An invoice for such transport charges will be provided upon returning the relevant Good(s) to you which will be payable in accordance with these Terms + Conditions.

10.9 **Replacement part warranty:** A replacement part supplied by us during the warranty period shall be covered by the warranty for the unexpired portion of the warranty period which covered the original Goods.

10.10 **In addition to rights:** The benefits to you given by this Warranty are in addition to your other rights and remedies under the ACL or the relevant laws.

10.11 **Regulation 90:** This Warranty against defects is provided in addition to other rights and remedies you may have at law. If you are a consumer for the purposes of the ACL, the following statement applies to you. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any reasonably foreseeable loss or damage. You are 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.

11. EXCLUSIONS + LIMITATIONS

11.1 **ACL exception:** The exclusions and limitations in this clause 11 are subject to clause 12 (*Statutory Rights*).

11.2 **Excluded rights:** All express or implied representations, conditions, statutory guarantees, warranties and provisions (whether based on statute, common law or otherwise), relating to these Terms + Conditions, that are not contained in it, are excluded to the fullest extent permitted by law

11.3 **Limitations:** No warranty is given and we will not be liable for:

In the case of Goods

- 11.3.1 alterations to Goods for which we are not responsible;
- 11.3.2 defects or depreciation caused by wear and tear, accidents, corrosion, dampness or other abnormal conditions or effects;
- 11.3.3 damage or failure caused by unusual or non-recommended use, misuse or application of the Goods; or
- 11.3.4 loss caused by any factors beyond our control; and

In the case of Services

- 11.3.5 interference with our Services for which we are not responsible;
- 11.3.6 damage or loss caused by unusual or non-recommended use of our Services; or
- 11.3.7 loss caused by any factors beyond our control.
- 11.4 **Indirect loss:** We will not be liable for any special, indirect, consequential or economic loss or

damage or loss of profits (in contract or tort or arising from any other cause of action) suffered by you or any other person resulting from any act or omission by us (including breach, termination or non-observance of the terms of an Order or agreement which incorporates these Terms + Conditions).

11.5 **Total liability:** Our total liability for breach of these Terms + Conditions or breach of our contractual obligations or duties at law or in equity (however arising) is limited to our option to:

In the case of Goods

- 11.5.1 the replacement of the Goods or the supply of equivalent goods;
- 11.5.2 the repair or rectification of the Goods;
- 11.5.3 the payment of the cost of replacing the Goods or of acquiring equivalent goods; or
- 11.5.4 the payment of the cost of the repair or rectification of the Goods; and

In the case of Services

- 11.5.5 the supply of the Services again; or
- 11.5.6 the payment of the cost of having the Services supplied again.
- 11.6 **No reliance:** You acknowledge and agree that:
- 11.6.1 you have and will make your own assessment of the fitness for purpose and suitability of any Goods supplied to you; and
- 11.6.2 you do not rely on any prior negotiations or arrangements in relation to the acquisition of any Goods.

11.7 **Third party work:** If we obtain goods or services from a third party in order to carry out your instructions or complete an Order:

- 11.7.1 we will not be liable for any breach of these Terms + Conditions if that breach is as a result of or is connected with the supply by a third party of such goods or services;
- 11.7.2 we acquire such goods or services as agent for you not as principal and will have no liability to you in relation to the supply of these goods or services;
- 11.7.3 any claim by you in relation to the supply of such goods or services must be made directly against that third party; and
- 11.7.4 you must pay for such goods or services from the third party plus the cost of or relevant fee for us performing such services as agent for you (whether separately identified or not). You do not require us to account to you for any commissions or benefits we may receive from such a third party supplier in connection with the supply of such goods or services to you and authorise us to contract on your behalf as we think fit.

11.8 We give no warranty in respect of any goods or services that are supplied or carried out or provided to you by a third party even where forming part of an Order. Any warranties, statutory guarantees or other rights will be governed by the terms of supply by that provider to you and relevant laws.

12. STATUTORY RIGHTS

12.1 **Statutory rights:** In circumstances where you are acquiring Goods and Services from us as a 'consumer' for the purposes of (and as defined in section 3 of) the ACL, we acknowledge and agree that certain statutory guarantees and rights shall apply to you as provided by relevant laws but subject to these Terms + Conditions as applicable and where permitted by relevant laws.

12.2 **No restriction:** Nothing in these Terms + Conditions excludes, restricts or modifies any condition, warranty, statutory guarantee, right or remedy implied or imposed by common law, statute or regulation which cannot be lawfully excluded, restricted or modified, which may include the ACL, and any relevant State or Territory legislation containing implied terms and/or statutory guarantees which operate to protect the purchasers of goods and services in various circumstances.

12.3 **Unfair contract:** If section 23 of the ACL applies to any provisions in these Terms + Conditions, any such provision(s) shall be void to the extent it is unfair within the meaning of section 24 of the ACL.

13. TITLE

13.1 **Possession as bailee:** After delivery of the Goods, until the full Payment has been made you shall possess the Goods as bailee only.

13.2 **Title:** We will retain absolute title over the Goods until we have received Payment in full in respect of the Goods.

13.3 **Identification:** Until full title in the Goods has passed to you, you will ensure that:

- 13.3.1 any identifying plate, mark or packaging number on any of the Goods is not removed, defaced or obliterated; and
- 13.3.2 the Goods are identifiable and distinguishable from any other goods that may be in your possession and as to each particular Invoice of Goods.

14. INTELLECTUAL PROPERTY

14.1 Project IP vests on its creation in you, subject to a non-exclusive, perpetual, royalty-free license to use all Intellectual Property Rights in the Project IP in relation to our business.

14.2 **Your intellectual property:** If you provide us with Material to be used in the supply of the Goods or Services:

- 14.2.1 you warrant and represent to us that any Goods or Services supplied to you based on the Material you provide to us will not infringe the Intellectual Property Rights of any third party; and
- 14.2.2 you indemnify and will keep us indemnified from and against any and all claims, liabilities, obligations, expenses or damages which we may suffer or incur as a result or in connection with the representation or warranty in clause 14.2.1 being untrue or breached.

14.3 **Licence over Materials:** You grant to us a non-exclusive royalty-free license throughout the universe to use all Intellectual Property Rights in all Materials for so long as necessary or convenient for the production of the Goods or Services and the matters contemplated in relation to the delivery of the relevant Goods or Services.

14.4 **Our intellectual property and Background IP:** Nothing in these terms and conditions affects the ownership of Background IP or Third Party IP. All of our Intellectual Property Rights in and relating to the production, development and supply of the Goods or Services, including but not limited to drawings, illustrations, specifications, software and other literature (excluding Materials licensed to us pursuant to clause 14.3) remains our property and shall not be transferred, assigned, licensed, reproduced, disclosed or otherwise given to any other person by you without our prior written consent.

14.5 **Confidentiality:** You shall keep confidential and shall not use any confidential information communicated by us to you without our prior written consent.

15. GST

15.1 **Prices exclusive of GST:** Unless otherwise agreed, prices with respect to any taxable supply are exclusive of GST.

15.2 **GST payable in addition:** You must pay to us all GST in addition to any other amounts payable by you to us in respect of a taxable supply, which will be payable by you when required to pay for the Goods or Services.

15.3 **Issue of tax invoice:** We will issue a tax invoice for any taxable supply to you, which will enable you, if permitted by the GST Law, to claim a credit for GST paid by you.

15.4 **Third party supplies:** If GST is payable for a taxable supply by a third party, we will request that party to provide you with a tax invoice.

16. GENERAL + TERMINATION

16.1 **Regulatory Compliance:** The parties acknowledge and agree that:

- 16.1.1 except as expressly agreed to the contrary, they are respectively responsible for compliance with all Regulatory Requirements applicable to them including with respect to their respective activities in relation to this agreement; and
- 16.1.2 each will promptly notify each other of any users' and/or regulatory authorities' queries or complaints regarding this agreement and the matters contemplated by it.

16.2 **Specific requirements:** For the avoidance of doubt and despite any other clause in this document, where you have specific Regulatory Requirements which apply to your business and/or the Goods and Services which are the subject of an Order, you must notify us of those requirements and specifications in writing on or before placing an Order.

16.3 **Indemnity:** You agree to indemnify and keep us indemnified in respect of all damages, losses, costs and expenses (including legal costs) that we may incur as a result of your breach, or alleged breach, of these Terms + Conditions.

16.4 **Termination:** If a Default Event occurs:

- 16.4.1 we may, without limiting any other right we have under these Terms + Conditions, terminate any outstanding Order and any contract for the supply of Goods and Services to you; and
- 16.4.2 all Payments and any other money under these Terms + Conditions becomes immediately payable.

16.5 If these Terms + Conditions are terminated in accordance with this clause 16.4, you will be liable for payment of costs and disbursement properly incurred by us up to the date of termination. For lump sum or fixed fee work, you must pay the part of the fee that we reasonably estimate has been incurred in respect of the Goods or Services to date plus any costs, expenses and disbursements.

16.6 **Assignment:** We may without notice to you assign, transfer and/or sub-contract our rights and/or obligations (in whole or in part) under these Terms + Conditions. You may not assign, transfer, hold on trust or otherwise delegate any of your rights or obligations under these Terms + Conditions without our prior written consent.

16.7 **Force Majeure:** If a Force Majeure Event occurs, we may:

- 16.7.1 totally or partially suspend any Order, any part of an Order or any deliveries relating to an Order during any period in which we may be prevented or hindered from delivering by our normal means of supply or delivery due to that Force Majeure Event; and
- 16.7.2 elect to extend at our discretion the period for performance of an obligation under these Terms + Conditions as is reasonable in all the circumstances.

16.8 **Severability:** Each clause in these Terms + Conditions is severable and if any clause is held to be illegal or unenforceable, then the remaining clauses will remain in full force and effect.

16.9 **Waiver:** No failure, delay, relation or indulgence on our part in exercising any power, right or remedy precludes any other or further exercise of that or any other power, right or remedy.

16.10 **Governing law:** These Terms + Conditions shall be governed by the laws of the State of Victoria and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of the State of Victoria.

17. INTERPRETATION + DEFINITIONS

17.1 **Personal pronouns:** Except where the context otherwise provides or requires:

- 17.1.1 the terms **we**, **us** or **our** refers to the Company; and
- 17.1.2 the terms **you** or **your** refers to the Customer.

17.2 **Defined terms:** In these Terms + Conditions, unless otherwise provided, the following terms shall have their meaning as specified:

ACL means the Australian Consumer Law under the *Consumer and Competition Act 2010* (Cth) as amended.

Background IP means any Intellectual Property Rights:

- (a) existing prior to the commencement of these Terms + Conditions; or
- (b) obtained or created after the commencement of these Terms + Conditions by a party other than as a result of the performance of these Terms + Conditions.

Charges means any sales tax, excise duties, customs duty, transfer duty, freight, GST or any other taxes, duties or charges applicable in respect of the provision of the Goods and Services.

Company means JAG Process Solutions PTY LTD (ABN 17 605 527 071).

Customer means any person or entity that places an Order with us and agrees by conduct or by virtue of notice or otherwise to be bound by these Terms + Conditions, including any related company, related party, officer and authorised person of the relevant person.

Default Event means any one of the following events:

- (a) you fail to make any payment when due, whether for the Goods and Services or otherwise;
- (b) Winding Up commences against you;
- (c) a receiver is appointed to you;
- (d) you become insolvent, bankrupt or commit an act of bankruptcy;
- (e) proceedings are commenced or an application is made for the appointment of any persons listed in items (b) to (d) above; or
- (f) a mortgagee or their agent enters into possession of your assets.

Default Interest means as defined in clause 5.

Delivery means the delivery of the Goods and Services in accordance with clause 7.1.

Force Majeure Event means circumstances beyond our reasonable control, which shall include, but not be limited to compliance with any laws, regulations, orders, acts, instructions or priority request of any government, or any department or agency, civil or military authority, acts of God, acts of the public enemy, your acts or omissions, fires, floods, strikes, lockouts, embargoes, wars, labour or material shortages, riots, insurrections, defaults of our suppliers or subcontractors, delays in transportation, loss or damage to Goods in transit or instructions or lack of instructions from you.

Frequency of Payment means the frequency of payment of the price for our Goods and Services specified in a relevant Quote, Order or other document and in the absence of any stated frequency shall be payable in full in advance of the provision of the Goods and Services.

Goods means goods sold by the Company from time to time, including any Goods specified on a Quote.

GST and GST Law have the meaning as set out in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property Rights means all forms of intellectual property rights (whether registered or unregistered) in copyright, designs, patents, trade marks, domain names, trade secrets, know-how, confidential information, and all other similar proprietary rights and all extensions and renewals thereof anywhere in the world which currently exist and/or are recognised in the future.

Invoice unless otherwise agreed means the invoice issued upon the delivery of the Goods and Services specified in your Order.

Material means any material in which you have Intellectual Property Rights provided by you for use by us in the production, development and supply of the Goods and Services to you.

Order means an order for Goods and Services received by us whether in writing or otherwise.

Payment means payment of any amount relating to Goods or Services in accordance with these Terms + Conditions.

Project IP means any Intellectual Property Rights created by or on behalf of us for the purpose of supplying the Goods or Services in accordance with these Terms + Conditions.

Quote means a quotation by us for the supply of particular Goods and Services containing details as specified in clause 2.2.

Regulatory Requirements means all applicable laws including practice requirements stipulated by any regulatory authority (whether established pursuant to statute or otherwise and whether mandatory or voluntary), regulations, instruments and provisions in force from time to time and any binding codes of practice.

Related Bodies Corporate means as defined in the *Corporations Act 2001* (Cth).

Services means services provided by the Company from time to time, including engineering and related professional consultancy services, as agreed between the parties under a statement of work Quote and/or proposal or other document provided by us.

Third Party IP means IP which is owned by a person other than us, and is used (whether under licence or otherwise), or proposed to be used, for the purpose of supplying the Goods or Services.

Website means the Company's website at www.jag-ps.com.au.

Winding Up means commencing to be wound up, or suffering a provisional liquidator, liquidator, official manager or any other administrator of the affairs of insolvent companies to be appointed.

End of terms.