

Small, but important...

(a) In this Carbon Offset Certificate:

Carbon Offset Certificate means this agreement including the Conditions;

Carbon Sequestration Right has the meaning given to that term in the Forestry Rights Act;

CEA means Community Energy Australia Pty Ltd ACN 102 412 386;

Conditions means these Conditions;

CSR means that fraction of CEA's Carbon Sequestration Rights with respect to the Plantation which is granted to the Customer under this Carbon Offset Certificate;

Customer means the person so described in this Carbon Offset Certificate;

Fee means the amount set out in this Carbon Offset Certificate;

Forest Property has the meaning given to that term in the Forestry Rights Act;

Forest Property Agreement has the meaning given to that term in the Forestry Rights Act;
and

Forestry Rights Act means the Forestry Rights Act 1996 (Vic);

(b) The Customer may not transfer, grant, assign or sublet to any other person or otherwise further deal with the CSR or the Customer's rights under this Carbon Offset Certificate in any manner whatsoever.

(c) The Customer acknowledges that the CSR comprises the right to "commercially exploit" the carbon sequestered by trees (as defined in the Forestry Rights Act) for the purposes of publication of the grant of the CSR in promotion of the Customer's commercial activity, but for no other purpose.

(d) CEA makes no representation regarding the availability of a tax deduction to the Customer in respect of the purchase of the CSR. The Customer will seek its own independent advice as to whether a tax deduction is available to the Customer.

(e) Nothing in this Carbon Offset Certificate creates or transfers any right to any interest or property in land or trees, including land or trees at the Plantation.

(f) CEA may have provided information to the Customer regarding CEA's beliefs as to accepted industry views on average CO₂ emissions from various activities which the Customer may engage in. The Customer acknowledges that it has not relied on any information provided by CEA and that CEA has not represented the accuracy of that information.

(g) Without limiting paragraph (f), CEA makes no representation and gives no warranty of any kind that the Carbon Offset does or will comply with or represent or constitute any entitlement to an adequate or sufficient volume of CO₂ to meet any present or future requirement or objective of the Customer.

(h) Any representation, warranty, condition or undertaking that would be implied in this Agreement by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by law.

(i) Nothing in this Carbon Offset Certificate excludes, restricts or modifies any condition, warranty, right or remedy conferred on the Customer by the Trade Practices Act 1974 (Cth) or any other applicable law that cannot be excluded, restricted or modified by agreement.

(j) To the fullest extent permitted by law, the liability of CEA under this Carbon Offset Certificate or otherwise for a breach of a non-excludable condition or warranty referred to in paragraph (g) is limited, at CEA's option, to:

(i) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the

payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having the goods repaired; or

(ii) in the case of services, the supplying of the services again or the payment of the cost of having the services supplied again.

(k) Subject to paragraph (j), CEA is not liable to the Customer for:

(i) any loss or damage of any kind that is directly or indirectly caused by or results from any wrongful, wilful or negligent act or omission of CEA or any of its officers, employees, agents or contractors; or

(ii) any indirect, incidental, special or consequential loss or damage, loss of profits or anticipated profits, economic loss, loss of business opportunity, loss of data or loss or damage resulting from wasted management time irrespective of whether:

(a) the loss or damage is caused by or relates to breach of contract, statute, tort (including negligence) or otherwise; and

(b) CEA or any other person was previously notified of the possibility of the loss or damage.

(l) To the fullest extent permitted by law, the maximum aggregate liability of CEA for all proven losses, damages and claims arising out of this Carbon Offset Certificate, including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to the sum of the amounts paid by the Customer to CEA under this Carbon Offset Certificate.

(m) Despite any other provision of this Carbon Offset Certificate, paragraphs (f), (g), (h), (i), (j), (k), (l) and this paragraph (m) survive the expiry or termination of this Carbon Offset Certificate.

(n) This Carbon Offset Certificate will terminate and all rights granted under it cease immediately on CEA ceasing for any reason to be entitled to Carbon Sequestration Rights with respect to the Plantation (including on expiry or termination for any reason of any Forest Property Agreement to which CEA is a party).

(o) Where this Carbon Offset Certificate constitutes a Carbon Rights Agreement for the purposes of the Forestry Rights Act, the Customer must notify the Department of Sustainability and the Environment within 28 days of the date of this Carbon Offset Certificate as required by section 13 of the Forestry Rights Act.

(p) This Carbon Offset Certificate contains the entire agreement of CEA and the Customer relating to its subject matter and the Customer acknowledges that in paying the Fee and entering this Carbon Offset Certificate it has not relied on any representation, warranty or undertaking of any kind made by or on behalf of CEA in relation to the subject matter of this Carbon Offset Certificate.

(q) This Carbon Offset Certificate cannot be varied or amended except in writing signed by CEA and the Customer.

(r) The obligations of the parties under this Carbon Offset Certificate are governed by and must be construed in accordance with the laws in force in Victoria from time to time and the parties submit to the jurisdiction of the courts of Victoria.

(s) In this Carbon Offset Certificate, a reference to a document includes the document as modified from time to time and any document replacing it, and a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time.