Terms and Conditions for Purchase

1 DEFINTIONS AND INTERPRETATION

1.1 In these terms and conditions:

a) "agreement" means these terms and conditions, and any Order entered into under them.

b) "Force Majeure" means unpredictable adverse weather conditions, national industrial strikes (excluding strikes or labour disputes originated by or involving only the relevant party's workforce or any part of it or the workforce of its agents or sub-contractors), war, acts of God, acts of terrorism, floods, fires, earthquakes or civil disturbance, epidemic, pandemic or public health emergency (or any resulting governmental action including work stoppages, mandatory business, service or other workplace closures, lockdowns of affected areas, quarantines, border closures and/or travel restrictions), which in each case could not reasonably be foreseen and is beyond the reasonable control of the relevant party or its Personnel.

c) "Goods" means the product(s) specified in an Order.

d) "Intellectual Property Rights" include copyright, trade mark, design, patent, semi-conductor and circuit layout rights, moral rights, rights to confidentiality, business and company names and other proprietary rights, and any rights to registration of such rights, whether created in Australia or elsewhere.

e) "Laws" include the standards and requirements of any statute, rule, regulation, proclamation, award, ordinance or by-law, present or future, and whether state or territory, federal or otherwise, and any applicable mandatory standard, code or requirement (regardless of whether administered by or on behalf of a body politic or privately).

f) "Modern Slavery" has the same meaning as in the *Modern Slavery Act 2018 (Cth)*. .

g) "Order" means each order for the supply of Goods and/or Services constituted by an official the Company purchase order form, an electronic message or an EDI message, including all associated specifications, standards, drawings and related documentation.

h) "Personnel" of a party means the officers, employees, agents, contractors and subcontractors of the party.

i) "Pest" means any insect, animal, plant or other organism that is harmful, injurious, destructive, and capable of causing damage or offensive.

j) "Company" means the company specified in an Order and (where the context permits) its Related Bodies Corporate.

k) "Related Body Corporate" has the meaning given to that term in the *Corporations Act 2001* (Cth).

l) "Safety Regulations" mean all health, safety, security, operational and procedural requirements and instructions of the Company in respect of its sites, facilities, provision of services and handling and storage of goods (including without limitation, as applicable to the Goods and/or Services).

m) "Services" means the service(s) specified in an Order.

n) "Supplier" means the supplier of the Goods specified in an Order.

1.2 In this agreement, unless a contrary intention appears:

a) headings are for convenience only and do not affect interpretation;

b) a word importing the singular includes the plural and vice versa;

c) the word 'including' or any other form of that word is not a word of limitation;

d) a reference to a person includes an individual, the estate of an individual, a corporation, an authority, an association or parties in a joint venture, a partnership and a trust;

e) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;

f) a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;

g) a reference to a party, clause, Schedule, Part, attachment or annexure is a reference to that component of this document;

h) a reference to a statute includes any regulations or other instruments made under it, and includes consolidations, amendments, re-enactments and replacements;

i) a reference to '$' or 'dollar' is to Australian currency; and

j) this agreement must not be construed adversely to a party just because that party prepared it or caused it to be prepared.

2 GENERAL

a) The acceptance of an Order by the Supplier includes acceptance of these terms and conditions as the sole basis of the sale or supply of the Goods or Services to the exclusion of any terms and conditions of sale or supply appearing on any other document of the Supplier (including without limitation any acceptance of an Order, invoice or within or attached to correspondence). Modification of these terms and conditions expressed in any document of the Supplier shall not apply unless expressly accepted in writing by the Company.

b) The Supplier agrees that:

i. notwithstanding any other provision of this agreement or any Order, it acknowledges that the Company does not warrant, guarantee, or make any representation that any Goods and/or Services (or any particular volume of Goods and/or Services) will be ordered from or carried out by the Supplier under an Order; and

ii. it may not be the exclusive supplier to the Company of the Goods and/or Services.

3 ALTERATIONS

No changes to an Order shall be made without written agreement of the Company.

4 PRICE

An Order is placed on a fixed, firm and all-inclusive price basis in accordance with the price(s) listed on the Order and must cover all of the Supplier's costs arising from or connected to the provision of the Goods and/or Services. For the avoidance of doubt, the Company is not liable for (and the Supplier must not attempt to charge the Company for) any additional amount not specified in an Order, including for:

a) delivery of the Goods to the destination stated on the Order;

b) off-loading of the Goods by the Supplier at the point of destination, except when mechanical unloading equipment is required and is specified in the Order;

c) any costs in connection with performance of Services, including:

iii. any consumables used to perform the Services (except when agreed in writing by the Company, and strictly at cost);

iv. all tools, equipment (including personal protective equipment, telecommunications devices, and otherwise), transportation, accomodation, meals, and any other sundry costs relating to the Personnel who perform the Services;

v. all insurances relating to the Personnel who perform the Services (or the Services themselves, including in relation to workmanship); and

vi. all training, certifications, licences the Personnel who perform the Services; or

d) any administrative or back-office costs of any description.

5 WARRANTIES

5.1 The Supplier represents, warrants and undertakes that all Goods and/or Services (as applicable) shall be:

a) in accordance with specification in, or attached to or referred to in, an Order. If no specification exists, then the Goods and/or Services shall be supplied in accordance with appropriate industry standard and best practice, or performed with due care and skill, and in a professional, competent and diligent manner;

b) in accordance with and conform to the Order and all applicable Laws;

c) delivered by or performed on (as applicable) the delivery date specified in the Order;

d) new (unless otherwise specified) and in conformance with any sample, example, model or prototype provided to the Company;

e) fit for the purposes for which goods and/or services of the same kind are commonly supplied and any other purposes made known to the Supplier;

f) operate as intended, and when combined with other products (notified in the Order, or which they are intended to be combined with or which the Supplier should reasonably have expected they would be combined with) not cause that combined product or service to be unfit for purpose, unusable in the manner intended and/or unsaleable (as applicable);

g) include any relevant instructions, manuals and/or diagrams required to use the Goods (which themselves must be free of material errors);

h) delivered free from any lawful security interest, lien, mortgage, or other encumbrance or right or interest against the Goods and/or the product of the Services;

i) of merchantable quality and free from defects in material and workmanship;

j) free of Pests at the time of delivery. If so required by the Company, the Supplier will, at or before the time of delivery, provide the Company with certification that the Goods to be supplied to the Company have been inspected and are free of Pests; and

k) if the Supplier has a Quality System conforming to ISO9002, for example, then it shall be applied to the manufacture and/or supply of the Goods specified.

5.2 The Supplier represents, warrants and undertakes that:

a) the Goods it supplies shall carry any applicable manufacturer's warranty which shall pass on to any purchaser from the Company without liability to the Company;

b) the Goods and/or Services must not and do not infringe the Intellectual Property Rights of any third party;

c) it has the necessary skills, expertise and Personnel to provide the Goods and/or Services as contemplated by and on the terms of this agreement, and that it holds, and shall hold at all times while this agreement is in force, all permits, licences and other authorisations required by any Law in order to provide the Goods and/or Services, and to enable it to comply with its other obligations under this agreement; and

d) it has not engaged in Modern Slavery practices and as far as it is aware, Modern Slavery practices have not been and/or are not being undertaken in its supply chain.

5.3 The Supplier shall not be liable for:

a) any defects or damage caused in whole or in part by the Companys misuse, abuse, neglect, or other overload, non-suitable lubricant, improper installation repair or alteration (other than to the extent caused or contributed to by the Supplier); or

b) the Companys installation, removal, labour or other costs (unless specified in an Order).

6 MODERN SLAVERY

6.1 In performing its obligations under this agreement, the Supplier must comply with all applicable modern slavery laws including but not limited to the Modern Slavery Act 2018 (Cth).

6.2 Supplier must take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provisions of the Goods and/or services.

6.3 If at any time the Supplier becomes aware of Modern Slavery practices in the operations and supply chains must take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supp

7 TITLE AND RISK IN GOODS

7.1 Title to the Goods shall pass to the Company upon payment in full of the Goods to the Supplier.

7.2 The title shall be free of encumbrances and all other adverse interests. Where the Supplier has agreed to hold Goods at their premises, title shall pass upon payment for the Goods and risk of loss, damage or depreciation in the Goods passes to the Company upon delivery in accordance with the Company's instructions and acceptance of the Goods by the Company.

7.3 Risk of the Goods shall be pass to the Company upon acceptance of Goods by the Company.

8 INSPECTION AND RETURN

8.1 For the purposes of inspection the Supplier shall allow the Company or its nominated representative access to the Supplier's premises and any other premises at which the Goods are fabricated, produced, stored or otherwise located, or where the Services are performed. When required by the Company, the Supplier shall furnish schedules and progress reports as required by the Company. Inspection or examination of Goods and/or the product of any Services by the Company at any time shall not be construed as evidence of acceptance of the Goods or Services, or otherwise derogate from or release the Supplier from any of its obligations or responsibilities under this agreement.

8.2 All Goods shall be accepted by the Company subject to inspection after delivery (or before delivery at the Companys' discretion), and all Services shall be accepted by the Company subject to inspection of the product of those Services after performance, in each case irrespective of date of payment. Signed delivery dockets shall not mean acceptance by the Company of any of the Goods delivered but only the number of packages, cartons or items delivered.

8.3 the Company will promptly notify the Supplier of any omissions or defects in the Goods and/or Services of which it becomes aware ("Defective Goods/Services"),

and may direct the replacement, rectification, re-performance (on or off site) or return of the Defective Goods/Services. Upon receipt of notification from the Company under this clause, the Supplier must, as the Company instructs, promptly repair, replace or re-perform the Defective Goods/Services at the Supplier's expense, or otherwise refund any monies paid by the Company in respect of the Defective Goods/Services. In respect of Defective Goods/Services that comprise:

a) Services, then if the Company has required reperformance of the Services and the Supplier has not reperformed those Services within 21 days, the Company may itself perfrom, or procure from a third party, the same Services at the Supplier's sole cost and expense; or

b) Goods, then pending confirmation of the Company's instructions by the Supplier, the Company shall hold the defective Goods for a period not exceeding 21 days. If the Supplier's confirmation is not received within that period, the Company may return the defective Goods to the Supplier at the Supplier's expense and any expense incurred by the Company in such return will be payable forthwith by the Supplier and may be offset by the Company against any monies due to the Supplier. Risk in any such defective Goods will pass to the Supplier upon the Supplier's receipt of the Company's notification of the defect or on delivery by the Company of the defective Goods, whichever is the earlier.

8.4 At the Company's discretion, if the Supplier fails to properly rectify, replace or re-perform any Defective Goods/Services, the Company may have the rectification, replacement or re-performance carried out by a third party at the expense of the Supplier, such expense to be a debt due and payable by the Supplier to the Company, which may be recovered by the Company or offset by the Company against any monies due to the Supplier.

9 NO ROYALTIES, COMMISSIONS, PROFIT SHARE OR ADDITIONAL FEES

9.1 The Supplier acknowledges and agrees that the Goods and/or Services are or may be used for resale by the Company, may be incorporated into a larger project and/or may be incorporated in any product or items of plant or equipment. In no event shall the Supplier claim, or have a right to, any royalty, commission, profit share, additional fees or other additional compensation by reason of such use, resale or incorporation.

9.2 If the Supplier makes representation that Goods ordered are protected by one or more patents and any such patent is found to be invalid, then without limiting the Company's other rights under this agreement, the Company may forthwith cancel any Order or any contract arising there from and recover any money paid to the Supplier.

10 INDEMNITY

10.1 The Supplier will indemnify and keep indemnified the Company from and against, and must on demand pay an amount equal to, any and all actual or anticipated claims, liabilities, expenses, costs, losses or damages Including loss and damages in relation to death of or bodily injury to persons, damage to or loss or destruction of property, and legal costs on a solicitor-client basis and reasonable expenses), that are incurred or suffered by the Company, and are caused by or in connection with, any:

a) negligent or wilful act or omission of the Supplier, or of any its Personnel;

b) breach of any warranty, representation or undertaking given in relation to the Goods and/or Services supplied;

c) breach of any term in this agreement;

d) fault or defect contained in or in connection with the Goods and/or Services, or any constituent part; and

e) infringement by the Supplier of any of the Company's, or a third party's, Intellectual Property Rights.

In all cases the Supplier's liability to indemnify the Company will be reduced proportionately to the extent the Company contributed to the loss, damage, expense, injury, illness, death or other liability.

10.2 If the Goods are to be supplied in New South Wales, Western Australia or Tasmania, then it is agreed that to the extent permitted by law the operation of Part 4 of the Civil Liability Act 2002 (NSW), Part 1F of the Civil Liability Act 2002 (WA) and Part 9A of the Civil Liability Act 2002 (Tas) are excluded in relation to all and any rights, obligations and liabilities under this agreement whether such rights, obligations or liabilities are sought to be enforced as a breach of agreement or a claim in tort or otherwise.

10.3 It is not necessary for the Company to incur expense or make any payment before enforcing a right of indemnity under this clause 10.

10.4 This clause survives termination or expiry of this agreement.

11 THE COMPANY'S PROPERTY

11.1 Special dyes, tools, personal protective equipment (including clothing), patterns and drawings used in the supply of the Goods and/or Services, the cost of which is met by the Company, shall be the absolute property of the Company, shall be kept in good condition and when necessary replaced by the Supplier without expense to the Company and shall not be used in the production, manufacture or design of any other articles, nor of larger quantities than those required on an Order, except with the Company's prior written consent. Upon completion of the relevant Order, they shall be returned or disposed of as directed by the Company.

11.2 All the Supplier's designs, drawings, specifications, and price lists are the copyright of and shall remain the property of the Supplier (unless commissioned for and specified as owned by the Company in an order) and must not be copied, reproduced or divulged either directly or indirectly to any other person without the Supplier's prior written permission.

11.3 With the exception of the information available from the Supplier's catalogues and website, all other designs, drawings, specifications and price lists produced by the Supplier for the Company are the copyright of and shall remain the property of the Supplier and must not be copied, reproduced or divulged either directly or indirectly to any other person without the Supplier's prior written permission.

12 DESIGNS AND SPECIFICATIONS TO BE RETAINED IN CONFIDENCE

The Company's design or specifications developed for the Company at its direction, or any designs or specifications supplied by the Company or copies thereof, shall be held by the Supplier on the Company's behalf and at the Company's disposal and shall not be disclosed or furnished to any other person, entity or government without the Company's prior written consent and all reasonable precautions shall be taken by the Supplier to protect such confidentiality, and must on expiry or termination of this agreement, or upon written notice given by the Company, be destroyed or returned.

13 INTELLECTUAL PROPERTY RIGHTS

Title to, and Intellectual Property Rights in, all work, product or material of any nature developed or produced at the Company's direction shall immediately upon creation become the absolute property of the Company. The Supplier hereby assigns, and shall ensure that its Personnel assign, to the Company all of its and their rights to such Intellectual Property which does not vest in the Company upon creation. The Supplier shall ensure all things necessary to vest the full benefits of such Intellectual Property Rights in the Company are completed.

14 COSTS AND STANDARD OF PACKAGING

No charge will be made by the Supplier or its Personnel to the Company for wrapping, packaging, packing, cartons or

crating unless prior authority for such charge is expressly incorporated in the Order. All Goods shall be suitably packed (having regard to their type, perishability or fragility) or otherwise prepared for shipment so as to ensure no loss or damage occurs to the goods in transit.

15 ADVERTISING AND REPUTATION

15.1 The Supplier shall not, without the Company's prior written consent, in any manner advertise or publish the fact that the Supplier has contracted to supply any Goods to the Company. The use of wording, brand name, colour, logo or other distinguishing mark referring to the Company in any of the Supplier's promotional material or otherwise shall require the written approval of the Company of the material prior to publication.

15.2 Each party must not bring the other party into disrepute, including by acts, omissions, disparagement or by creating or perpetuating any rumour or allegation.

16 DELIVERY DOCUMENTS

Packing lists and shipping documents together with any materials, certificates, certificates of conformance or other quality verification documentation specified on an Order must accompany the Goods. All such delivery documents shall be positively identified as being applicable to the Goods delivered. All delivery dockets and correspondence regarding an Order must quote the relevant purchase order and part numbers if applicable.

17 INVOICES

17.1 Invoices shall be dispatched by the Supplier to the Company at the address specified in the Order, in the agreed manner and format (for example by direct mail) no earlier than the day of delivery of the Goods and/or Services, unless the Company agrees to make progress payments, in which case the Supplier shall issue monthly statements to the Company for Goods and/or Services delivered during the relevant month. All correspondence must show the relevant the Company Purchase Order Number and other agreed information. All invoices must comply with the requirements set out under the heading "GST" below.

17.2 Correctly rendered invoices will be paid by the Company within 62 days from the date of the invoice. If the Company disputes the validity of an invoice, it will notify the Supplier of the dispute within 14 days of receipt of that invoice. the Company will pay the undisputed portion of the invoice in accordance with this clause. Payment of an invoice is not to be deemed acceptance of the Goods and/or Services to which the invoice relates. The Company may set off against any amount due to the Supplier by the Company any amount owing by the Supplier to the Company.

18 CANCELLATIONS

18.1 The Company reserves the right to cancel an Order in whole or in part for undelivered or unperformed Goods and/or Services. Upon receipt of a notice of cancellation from the Company, the Supplier must immediately do everything reasonably possible to mitigate any loss, costs or expenses incurred or suffered by the Supplier consequent upon such cancellation.

18.2 If the Company cancels an Order in whole or in part and the Supplier is in default of this agreement (including but not limited to any failure to deliver the Goods and/or Services on or before the delivery date specified on the Order), the Supplier shall have no claim whatsoever against the Company and shall, in addition to any other liability, pay the costs of removing the Goods from the Company's premises.

18.2 If the Company cancels an Order in whole or in part and the Supplier is not in default of this agreement, the Company will pay to the Supplier reasonable expenses incurred by the Supplier consequent upon such cancellation, provided that such payment must never exceed the purchase price of the Goods and/or Services as specified in the cancelled Order and were reasonably incurred prior to receipt of the cancellation notice.

19 RESPONSIBILITY

The Goods and/or Services are at the Supplier's risk until accepted by the Company at the destination stated on the relevant Order.

20 SAFETY REGULATIONS

20.1 The Supplier must procure that all of its Personnel:

a) are aware of and comply with all Safety Regulations whilst on the Company's premises; and

b) comply with all applicable Laws whilst on the Company's premises (including without limitation any Law that relates to alcohol, illicit or prescribed drugs, or conduct towards any other person or property).

20.2 If so required by the Company, the Supplier shall ensure (at their own expense) that its Personnel complete induction training, to the satisfaction of the Company, prior to their first entry on the Company's premises.

21 INSURANCES

21.1 The Supplier is required to effect and maintain, until the Order is completed, the following insurance policies with reputable insurer(s) on terms reasonably satisfactory to the Company:

a) public liability insurance with a minimum cover of $10,000,000 in respect of any one occurrence;

b) all insurances required by Law for the protection of all its Personnel engaged in the fulfilment of an Order (including workers compensation insurance);

c) professional indemnity insurance in relation to any Services provided with a minimum cover of $10,000,000 in respect of any one occurrence;

d) product liability insurance in relation to any Goods provided with a minimum cover of $10,000,000 in respect of any one occurrence; and

e) motor vehicle third party property cover for a minimum of $10,000,000.

21.2 Upon request, the Supplier shall make available to the Company certificates of currency of the insurances required to be effected under this clause.

22 GST

Unless otherwise stated in an Order, if any supply by a party ("Supplier ") to another party ("Acquirer ") is subject to GST, the payment for that supply will be increased by an amount equal to the GST payable, provided that no amount will be payable on account of GST until the Supplier has issued a tax invoice in respect of that supply to the Acquirer. Words or expressions used in this section have the same meaning as defined in the *A New Tax System (Goods and Services Tax)* Act 1999 (Cth).

23 FORCE MAJEURE

23.1 In the event of an interruption to the supply of Goods and/or Services that the Supplier validly attributes to Force Majeure, the Supplier must advise the Company immediately of the circumstances, likely duration and impact. The Supplier shall take all reasonable steps to mitigate the impact upon performance of the Order to the Company.

23.2 The Supplier agrees that if it is affected by Force Majeure, the Company's payment obligations in relation to any Goods and/or Services are suspended until the event giving rise to the Force Majeure, and its effect on the Supplier, no longer subsist.

24 TERMINATION

24.1 The Company may, by giving three days' notice in writing to the Supplier, cancel any Order or terminate any contract arising there from upon the occurrence of any of the following:

a) where the Supplier breaches this agreement, and fails to remedy such breach within 7 days after receiving a notice from the Company requiring such breach to be remedied;

b) where a Force Majeure situation has existed for a period greater than 21 days.

c) where the Supplier breaches a material provision of these terms and conditions which is not capable of remedy;

d) where the Supplier disposes of the whole or any substantial part of its assets, operations or business;

e) where the Supplier ceases to carry on its business;

f) where the Supplier ceases to be able to pay its debts as and when they fall due;

g) where any step is taken to enter into any arrangement between the Supplier and its creditors or to appoint a receiver, receiver and manager, trustee in bankruptcy, liquidator, administrator or similar person, or the Supplier (being an individual) commits an act of bankruptcy; or

h) where the Supplier or any of its Personnel engaged in carrying out an Order is guilty of serious misconduct or wilful negligence.

25 SUBCONTRACTING AND ASSIGNMENT

The Supplier may not assign or subcontract any of its obligations under this agreement without the Company's prior written consent, which shall not be unreasonably withheld. The Supplier remains principally liable for, and responsible for, the performance of any assigned or subcontracted obligations, and the Supplier will be liable to the Company for the acts, defaults and negligence of the Supplier's assignee or subcontractor as fully as if they were the acts, defaults and neglect of the Supplier or the Supplier's Personnel.

26 NOTICES

26.1 All notices given pursuant to this agreement (or any Order) must be in writing and will be properly served if delivered personally, posted or sent by email to the other party at the address as notified in writing by the other party from time to time.

26.2 A notice:

a) delivered personally is deemed to have been given when delivered;

b) sent by post is deemed to have been given on the 3rd working day after posting;

c) sent by email is deemed to have been given when the email was sent unless the party sending the email receives a delivery failure notification,

but if received after 17.00hrs will be deemed received at 09.00hrs on the following working day.

27 DISPUTES AND MEDIATION

27.1 In the event of a dispute between the parties, the disagreement shall, in the first instance, be referred to appropriate managerial Personnel within each party's business. If the parties are unable to resolve the dispute within 21 days, each party agrees that the dispute must be referred for mediation, at the request of either party, to a mediator agreed on by the parties, or if the parties are unable to agree on a mediator, a mediator will be nominated by the Australian Disputes Centre.

27.2 Each party must bear its own costs of complying with this clause and the parties must bear equally the costs of any mediator engaged.

27.3 Nothing in this clause restricts or prohibits a party from obtaining urgent relief (for example, urgent injunctive relief).

28 PARTY AS TRUSTEE

If a party enters into this agreement in the capacity as trustee of any trust ("Trust") under any trust deed, deed of settlement or other instrument, and whether or not the other party has notice of the Trust, then the first party enters into this agreement both as trustee of the Trust and in its personal capacity.

29 GENERAL

29.1 This agreement may only be varied by a document signed by or on behalf of each party.

29.2 Unless this agreement expressly provides otherwise, a consent under this agreement may be given or withheld in the absolute discretion of the party entitled to give the consent.

29.3 Each party must pay its own costs and expenses in connection with this agreement and its performance.

29.4 This agreement may be executed in any number of counterparts (including electronically) and by the parties on separate counterparts. Each counterpart constitutes an original of this agreement, and all together constitute one agreement.

29.5 A party's rights and obligations do not merge on completion of any transaction or claim under this agreement.

29.6 If any provision or part of a provision of this agreement is held or found to be void, invalid or otherwise unenforceable, it will be deemed to be severed or modified to the extent necessary to be enforceable.

29.7 Without limiting any other provision of this agreement, the parties agree that:

a) party's failure or delay in the exercise or enforcement, or the partial exercise or enforcement of, a right, power or remedy at law or under this agreement by a party does not preclude, or operate as a waiver of that or any other right, power or remedy provided by law or under this agreement; and

b) no waiver of a breach of this agreement operates as a waiver of another breach of this agreement (whether or not the same as the waived breach).

30 GOVERNING LAW

This agreement and any contract arising from the acceptance of any Order issued by the Company pursuant hereto shall be governed by the laws in force in the State of New South Wales, Australia, and the parties agree to submit to the non-exclusive jurisdiction of the Courts of that State.