

CERTIFICATE OF INSURANCE

From: Nicole Bishop

We hereby confirm that we have arranged the insurance cover mentioned below:

Gastech Australia Pty Ltd
24 Baretta Road
WANGARA WA 6065

Date: 28/09/2023

Our Reference: GASTECH

Page 1 of 6

Class of Policy: Public and Products Liability
Insurer: Chubb Insurance Australia Limited
44 St George's Tce, Perth
ABN: 23 001 642 020
The Insured: Gastech Australia Pty Ltd & Others As Detailed

Policy No: GL000001
Invoice No: 146224
Period of Cover:
From 1/10/2023
to 1/10/2024 at 4:00 pm

Details:

See attached schedule for a description of the risk insured

IMPORTANT INFORMATION

The Proposal/Declaration:

- is to be received and accepted by the Insurer
 has been received and accepted by the Insurer

The total premium as at the above date is:

- to be paid by the Insured
 part paid by the Insured
 paid in full by the Insured
 paid by monthly direct debit

Premium Funding

- This policy is premium funded

Grange Insurance Solutions confirm that this Certificate of Currency/Insurance is valid as at the date of issue. Policy coverage is subject to acceptance of a fully completed Proposal/Declaration by the Insurer and payment of total premium.

Class of Policy:	Public and Products Liability	Policy No:	GL000001
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		Our Ref:	GASTECH

Public and Products Broadform Liability Insurance

The Insured

Gastech Australia Pty Ltd
 Patrici Management Pty Ltd, AVTCT Pty Ltd (ACN 617 819 155) as Lessor and
 Interested Party regarding Situation at Unit 21, 25 Narabang Way, Belrose, NSW

Interested Party

Kallaroo Corporation Pty Limited ACN 105 317 922 in respect of
 Suite G01, 10 Tilley Lane, Frenchs Forest, NSW 2086

The Principal for their respective rights and interests

Murrin Murrin Operations Pty Ltd (Minara Resources Ltd) as Principal including Cross Liability and
 Waiver of Subrogation as per Clause 16.1(a) in respect of work performed by The Insured.

Business Description

Manufacturer (Assembly), Sales & Service of fixed gas detectors, portable gas detectors, flame
 detectors, gas monitors, detectors tubes, multi gas detection systems gas emission analysers.

Policy Wording Applicable

Chubb Broadform Liability Insurance Policy Wording Chubb_BF_AU1502

Scope of Cover

The Insured's legal liability to pay for compensation in respect of:-

- * Bodily injury (which expression includes death and illness).
- * Damage to property (which expression includes loss of property)

Arising out of or in connection with the Insured's business.

Limit of Liability

2.11 (a) **AUD 20,000,000** any one **Occurrence** (Public Liability)

2.11 (b) **AUD 20,000,000** in the aggregate in respect of the **Insured's Products** (Product Liability)

Deductibles

AUD 1,000 each and every **Occurrence** except for

- * **AUD 1,000** each and every **Occurrence** in respect of Section 4.5 (d) (ii)
 (Property in the Insured's Care, Custody or Control)
- * **AUD 25,000** each and every **Occurrence** in respect of **Personal Injury** to contractors,
 subcontractors and labour hire personnel or employee of any contractor or subcontractor of
 the **Insured**

If more than one **Deductible** is applicable the greater **Deductible** amount will apply.

Class of Policy:	Public and Products Liability	Policy No:	GL000001
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		Our Ref:	GASTECH

Sub Limit **AUD 250,000** each and every **Occurrence** in respect of Section 4.5(d) (ii)
(Care, custody and control)

Endorsements **Australian Standards Endorsement**

By way of endorsement to the **Policy**, the parties agree as follows (subject to all other terms, conditions, Limits of Liability and exclusions of the **Policy**):

Australian Standards Compliance Endorsement

This **Policy** does not indemnify the **Insured** or any third party beneficiary for any liability directly or indirectly caused by, arising out of or in any way connected with the importation, manufacture, sale, distribution and/or use of any of the **Insured's Products** which do not comply with current applicable Australian Standards.

In all other respects this **Policy** remains unaltered.

Cyber and Data Breach Exclusion

By way of endorsement to the Policy, the parties agree as follows (subject to all other terms, conditions, Limits of Liability and exclusions of the Policy):

The following additional Exclusion is added to the Policy.

Cyber and Data Risk Exclusion

This Policy does not indemnify the Insured or any third party beneficiary for any liability directly or indirectly caused by, arising out of or in any way connected with:

Data Risk

the modification, corruption, loss, destruction, theft, misuse, illegitimate access, or unlawful or unauthorised processing or disclosure of Data or the loss, destruction or theft of any computer, electronic device, hardware or component thereof which contains Data.

Cyber

- i. unauthorised access (including access by Malware) to;
- ii. the presence of Malware on;
- iii. the spread of Malware by;
- iv. the unauthorised use of;
- v. the malicious use of; or
- vi. malicious interference with (including, but not limited to, a distributed denial of service attack against);

any **Computer System**:

- a) owned, operated, controlled, leased or used by or on behalf of the **Insured**; or
- b) sold, supplied, altered, constructed, repaired, serviced, designed, tested, installed or processed by or on behalf of the **Insured**

For the purposes of this exclusion only:

Class of Policy: Public and Products Liability
The Insured: Gastech Australia Pty Ltd & Others As Detailed

Policy No: GL000001
Invoice No: 146224
Our Ref: GASTECH

Computer System means

any computer hardware, software, firmware, electronic device, electronic data storage device, electronic data backup facility, networking device, or any components thereof or any associated input and output devices, including those that have the capability to be linked together through the internet or internal network or that are connected through data storage or other devices.

Data means

any corporate or personal information in any format and includes, but is not limited to, records, reports, designs, plans, formulas, processes, trade secrets, patents, financial information, medical or healthcare information, contact information, account numbers, account histories, passwords or credit or debit card details, whether or not in electronic form, and whether or not belonging to the Insured.

Malware means

programmes, files or instructions of a malicious nature which may disrupt, harm, impede access to, or in any way corrupt the operation of or Data within, any software or Computer System, including, but not limited to, malicious code, ransomware, cryptoware, virus, trojans, worms and logic or time bombs.

In all other respects this **Policy** remains unaltered.

Efficacy Exclusion

By way of endorsement to the **Policy**, the parties agree as follows (subject to all other terms, conditions, **Limits of Liability** and exclusions of the **Policy**):

The following additional Exclusion is added to the **Policy**.

Efficacy Exclusion

This **Policy** does not indemnify the **Insured** or any third party beneficiary for any liability directly or indirectly caused by, arising out of or in any way connected with any failure of any **Product** to fulfil a particular purpose or intended function or meet a particular level of performance, where the **Insured** has expressly or impliedly warranted or represented that the **Product** will fulfil such purpose or function (including, but not limited to, purposes such as curing, alleviating, preventing, monitoring, detecting, eliminating or retarding **Personal Injury** or **Property Damage**) or meet such level of performance.

In all other respects this **Policy** remains unaltered.

Professional Indemnity (Total) Exclusion

By way of endorsement to the **Policy**, the parties agree as follows (subject to all other terms, conditions, **Limits of Liability** and exclusions of the **Policy**):

The following additional Exclusion is added to the **Policy**.

Professional Indemnity (Total) Exclusion

This **Policy** does not indemnify the **Insured** or any third party beneficiary for any liability directly

Class of Policy:	Public and Products Liability	Policy No:	GL000001
The Insured:	Gastech Australia Pty Ltd & Others As Detailed	Invoice No:	146224
		Our Ref:	GASTECH

or indirectly caused by, arising out of or in any way connected with the rendering of or failure to render professional advice or service by the **Insured** or any error or failure to act connected with the rendering of or failure to render professional advice or service by the **Insured**.
In all other respects this **Policy** remains unaltered.

Welding and Hotworks Exclusion

By way of endorsement to the **Policy**, the parties agree as follows (subject to all other terms, conditions, **Limits of Liability** and exclusions of the **Policy**):

The following additional Exclusion is added to the **Policy**.

Welding and Hot Works Exclusion

This **Policy** does not indemnify the **Insured** or any third party beneficiary for any liability directly or indirectly caused by, arising out of or in any way connected with any electric, oxy-acetylene, laser or similar welding or cutting and spark producing equipment and allied processes by or on behalf of the **Insured** unless such activity was conducted in strict compliance with the following relevant Australian Standards:

- Australian Standards 1674.1 – 1997 Safety in welding and allied processes – Fire precautions or;
- Australian Standards 1674.2 – 2007 / Amdt 1 – 2011 Safety in welding and allied processes – Electrical or;
- Australian Standards / New Zealand IEC 60825.1:2011, or;
- Australian Standards / New Zealand Standards 2211 series

In all other respects this **Policy** remains unaltered.

Extension (Automatic cover in the policy wording)

4.6 Sudden and Accidental Pollution

Exclusion 3.9 a) shall not apply to Personal Injury or Property Damage which:

- a) arises from a sudden, identifiable, unintended and unexpected event from the standpoint of the Insured; and
- b) which takes place in its entirety at a specific time and place and occurs outside of the United States of America, Canada and their respective protectorates and territories.

Total Communicable Disease Exclusion

By way of endorsement to the **Policy**, the parties agree as follows (subject to all other terms, conditions, **Limits of Liability** and exclusions of the **Policy**):

The following additional Exclusion is added to the **Policy**.

Total Communicable Disease Exclusion

This **Policy** does not indemnify the **Insured** or any third party beneficiary for any liability directly or indirectly caused by, arising out of or in any way connected with **Communicable Disease**. This exclusion applies even if the claims against any **Insured** allege negligence or other wrongdoing in the:

Class of Policy:	Public and Products Liability
The Insured:	Gastech Australia Pty Ltd & Others As Detailed

Policy No:	GL000001
Invoice No:	146224
Our Ref:	GASTECH

a) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread

a **Communicable Disease**

b) Testing for a **Communicable Disease**;

c) Failure to prevent the spread of a **Communicable Disease**; or

d) Failure to report a **Communicable Disease** to authorities.

For the purpose of this Exclusion only, **Communicable Disease** means:

any infectious disease, including any virus, bacteria, microorganism, or pathogen that actually or allegedly induces or is capable of inducing physical distress, illness or disease.

In all other respects this **Policy** remains unaltered.