

TERMS & CONDITIONS OF PURCHASE - WATTS AUSTRALIA

(Version: 27 October 2023)

These terms and conditions ("Terms and Conditions") apply to each purchase order or supplier schedule ("Purchase Order") issued by Australian Valve Group Pty Ltd ACN 068 227 270 or Enware Pty Ltd ACN 662 302 767, or any of its related bodies corporate ("Buyer") to you ("Seller").

PART I GENERAL TERMS AND CONDITIONS

1. Offer and Acceptance. This Purchase Order is only an offer to enter into a contract for the purchase and sale of products and/ or services specified by Buyer. Buyer may by notice to Seller revoke, amend or modify this offer at any time prior to Seller's acceptance. Any of the following acts constitutes Seller's acceptance of this Purchase Order and the Terms and Conditions: (a) Seller's written acceptance of this Purchase Order; (b) Seller's commencement of performance or delivery of any products or services ordered under this Purchase Order; or (c) Seller's acceptance of any payment by Buyer hereunder. Acceptance of this Purchase Order is expressly limited to and conditioned upon acceptance of these Terms and Conditions, which terms cannot be altered or amended without Buyer's express written agreement.

2. Changes. Buyer may, by written notice to Seller, propose changes in specifications, designs, method of packing or shipment, quantity ordered, destinations, delivery schedules or service requirements set out in this Purchase Order. No change, modification or revision of this Purchase Order shall be binding upon the parties unless agreed in writing between the parties.

3. Forecasts; Cancellation. From time to time, Buyer may provide Seller with estimates, forecasts or projections of its future volume or quantity requirements for products ("Projections"). Such Projections, including, without limitation, planned quantities set forth in any supplier schedule issued by Buyer, are solely intended to give Seller a reasonable pre-estimate and indication of Buyer's requirements and are not binding on Buyer, and Buyer makes no representation, warranty, guaranty or commitment regarding any Projections. Either party ("Cancelling Party") may, by written notice to the other party, cancel the whole or any portion of this Purchase Order without liability in the event of (i) proceedings, voluntary or involuntary, in bankruptcy or insolvency, by or against the non-Cancelling Party; (ii) the appointment of any trustee or receiver for any substantial portion of non-Cancelling Party's assets; (iii) any assignment for the benefit of non-Cancelling Party's creditors; or (iv) non-Cancelling Party's material breach of any provision contained herein. Buyer may cancel any Purchase Order for convenience at any time in-whole or in-part with at least 14 days' notice prior to shipment or performance. In the event of cancellation for convenience of any Purchase Order related to the provision of products, Buyer shall pay reasonable compensation to Seller for the actual and reasonable expenses incurred by Seller, up to the termination date, for any finished goods, work in process or raw materials purchased solely for the account of Buyer and attributable to the firm quantities set forth in a Purchase Order; provided that Seller substantiates such expenses in a manner reasonably satisfactory to Buyer and has used reasonable efforts to mitigate such expenses by, among other things, returning goods to Seller's

suppliers, selling to other third parties or otherwise utilizing such finished goods, work in process or raw materials. The parties may agree for the Buyer to take possession of any such finished goods, work in process or raw materials where these were prepared by Seller in anticipation of performance, to be considered as part of determining the reasonable compensation payable to Seller for Buyer's termination for convenience. In no event shall Buyer's liability for any cancelled order exceed the prices Buyer would have paid for the cancelled products or services (as applicable).

4. Prices and Payment. The payment term set forth in this Purchase Order shall be defined in accordance with INCOTERMS 2020 published by International Chamber of Commerce without reference to its provisions on risk division. All prices shall be as stated in this Purchase Order and are firm and exclusive for all the products/services to be furnished. All applicable state and local taxes, duties and charges shall be stated separately on Seller's invoice and shall not be included in the price of the products or services unless agreed by Buyer. Buyer may provide Seller with a tax exemption certificate where applicable. Payment shall be effected in AUD unless otherwise agreed by Seller and Buyer in this Purchase Order. Unless otherwise provided in this Purchase Order, payment terms shall be 60 days from the date of Seller's invoice. Any amount owed to Buyer or any of Buyer's affiliates by Seller shall be subject to deduction for any set-off, counterclaim or indemnification right arising out of this Purchase Order.

5. Packaging and Shipment. All products shall be suitably packaged and marked and otherwise prepared for shipment by Seller in accordance with the packaging standard agreed by the parties ("Packaging Standard") and the requirements of freight carriers. Seller shall mark on containers all necessary handling, loading and shipping instructions. An itemized packing list shall be included with each shipment.

6. Delivery. Seller shall adhere to all shipping directions specified in a Purchase Order. Notwithstanding any agreement relating to payment of freight expenses, title to any products shall pass to Buyer upon the earlier of payment by Buyer for such products and such products having been received at the delivery address specified in this Purchase Order or otherwise agreed. Notwithstanding any agreement relating to payment of freight expenses, risk of loss of the products shall pass to Buyer upon such products having been received at the delivery address specified in this Purchase Order or otherwise agreed. Time and place of delivery are of the essence in the performance of this Purchase Order. If delivery cannot be made at the specified time and place, Seller shall promptly notify Buyer of the earliest possible date for conforming delivery. Buyer's receipt or acceptance of all or part of a nonconforming delivery shall not constitute a waiver of any claim, right or remedy Buyer may have under this Purchase Order or under applicable law.

7. **Inspection.** All products and services delivered hereunder are subject to inspection and acceptance at Buyer's premises notwithstanding prior payment or inspection at source. Buyer may at its own discretion choose a testing period for such inspection. Payment for products or services shall not constitute acceptance thereof. Acceptance of any products or services shall not alter or affect the warranties of Seller. Buyer shall be entitled to give notice of any non-compliance with the relevant Purchase Order to Seller at any time after Seller's delivery and make relevant claims for such defect against the Buyer.

8. **Australian Consumer Law.** In this section 8 and Schedule B, "Australian Consumer Law" shall mean Schedule 2 of the *Competition and Consumer Act 2010* (Cth). If, in relation to a particular Purchase Order, Buyer is a 'Consumer' for the purposes of the Australian Consumer Law, and the products and services being supplied by Seller are products or services which, for the purposes of the Australian Consumer Law, are of a kind ordinarily acquired for personal, domestic or household use or consumption, then the provisions of Schedule B will apply to that Purchase Order.

9. **Warranties.** In addition to any other express or implied warranties and without limiting Buyer's rights under section 8, Seller represents and warrants that the products shall (i) be new and free from any security interests including liens or other encumbrances; (ii) be free from defects including without limitation in design, materials and workmanship, labeling and packaging; (iii) conform to their specifications, drawings, and descriptions, and approved samples (if any); (iv) shall be merchantable and shall fit for the particular purposes for which Buyer intends if the particular purposes were reasonably communicated or inferable at or before the time of placing this Purchase Order; and (v) shall conform to and be produced in conformity with all applicable state and local statutes, rules and regulations or the laws of any foreign countries. Seller represents and warrants that the products and their sale, resale, distribution or other use do not and will not infringe any patent, copyright, trade mark, trade secret or other proprietary or intellectual property rights; provided that this representation and warranty shall not apply to the extent such infringement is the direct result of Seller's strict adherence to detailed written design specifications furnished by Buyer to Seller. These warranties shall survive any delivery, inspection, acceptance, payment or resale of the products and shall extend to Buyer's customers and any end user customers. In the event of any breach of warranty, Buyer may return any products not conforming to their applicable warranties, and Seller shall, at Buyer's option, replace such product or refund their purchase price to Buyer. In addition to the above, Seller grants Buyer a warranty period for the products in three (3) years or the period otherwise agreed in this Purchase Order, whichever is longer beginning from the acceptance date of Buyer. During this warranty period, Buyer may notify Seller of any defective products, and within 10 working days of receipt of such notice (and subject to reasonable substantiation), Seller must provide to Buyer replacements for the defective products.

10. **Quality Control.** (a) Seller shall be responsible for complying with and meeting all applicable standards set forth in Buyer's Supplier Quality Manual available at <https://www.watts.com/dfsmedia/0533dbba17714b1ab581ab07a4cbb521/25709-source/supplierqualitymanual-pdf> ("Supplier

Manual"). Seller shall implement and maintain such quality assurance processes as are reasonably necessary to provide to Buyer products that conform to the product specifications (if any), warranties and quality standards agreed between the parties. Seller warrants it has not made any process, material, design or manufacturing changes which might affect the performance, characteristics, reliability, form, fit, function or life of the products subject to this Purchase Order without Buyer's prior written approval. Seller shall notify Buyer immediately of any quality problems that it discovers. Seller shall provide competent personnel to assist in the prompt identification and resolution of any performance problems with the products. Seller shall be responsible to Buyer for the quality, performance, characteristics, reliability, form, fit, and function of all goods and components provided by any sub-tier manufacturers and suppliers used by Seller. Seller is responsible for performing any inspections or testing of products required of Seller by this Purchase Order.

(b) Buyer and Buyer's authorized representatives shall have the right prior to, during or after the manufacture and shipment of products, upon forty-eight (48) hours prior notice, to inspect and review the records, manufacturing operations and procedures of Seller during normal business hours for the purpose of making product or raw material audits, preparing data for quality control purposes, or otherwise determining compliance with the requirements of this Purchase Order. During such inspection and review, Seller shall provide Buyer with reasonable assistance without charge.

(c) In the event any of the products ordered are found by Buyer to have been at the time of their delivery so defective or not in conformity with the requirements of the Purchase Order, including any specifications, drawings or samples, as to fundamentally breach the Purchase Order Buyer may, at its option and sole discretion, and in addition to any other rights and remedies it may have: (i) terminate the corresponding Purchase Order and/or reject and return such products at Seller's risk and expense and require Seller to refund the purchase price of such products; (ii) require Seller to inspect, remove and replace non-conforming products with products that conform to the Purchase Order; and/or (iii) upon notice to Seller, take such actions as may be required to cure all defects and/or bring the products into conformity with all the requirements of the Purchase Order. Buyer will exercise its right under this Section 10(c), if Buyer considers it is reasonable to do so having regard to the relevant defect or non-conformity. If Buyer elects option (ii) above and Seller fails to make the necessary inspection, removal and replacement within a reasonable time, Buyer may at its option purchase replacement products and Seller shall pay the cost thereof. Buyer's failure to exercise any right under this Section 10(c) shall not impact or alter Seller's obligations under the warranties.

11. **Warnings and Product Recalls.** Seller must give warnings or arrange the product recalls immediately after the Seller is aware of any defects of the products during its usage in the market. In addition, if Buyer, acting reasonably and in good faith, believes (or has reason to believe) that a voluntary product recall is required in relation to a product, Buyer may notify Seller who must either promptly respond to Buyer if Seller reasonably believes a voluntary recall is not necessary, or immediately take steps to action the voluntary recall. Seller

shall promptly inform Buyer in writing of (i) any product recall suggested or required by any governmental authority, and (ii) any notices from any governmental authority relating to product recalls and/or defects concerning safety (including a copy of the notice). Seller shall (a) bear all costs and expenses of any product recall (as contemplated under this Section 11 and regardless of whether Seller or Buyer initiates the action), including any costs associated with retrieval or removal of products, the shipment of recalled items from Buyer's customers to Buyer or Seller and the shipment of replacement products to Buyer's customers and (b) reimburse Buyer for its reasonable costs and expenses incidental to such recall. To the extent permitted by law, Buyer may assume primary responsibility for communicating with its customers in connection with a recall. Each of the parties hereto agrees to notify the other in writing in the event either identifies a need for a product recall. Seller shall correct as soon as possible problems or other issues which result in recalls. Seller shall be responsible for the costs of making any changes to products required in connection with a recall.

12. Standard of Services. Seller represents and warrants to Buyer that any services performed by Seller and any duly appointed subcontractor shall be performed in good and workmanlike fashion with all due care, skill and diligence, and shall be carried out in accordance with this Purchase Order, in accordance with current industry standard codes of practice, consistent with the standards prevailing in the industry, and in accordance with all applicable laws. Seller shall ensure that all of its personnel, including any permitted subcontractors, are suitably qualified to perform the services and that all necessary licenses, permits and authorizations have been obtained. Buyer shall have the right to suspend any payment obligation related to the services if: (a) performance does not conform to the deliverable or quality terms set forth in this Section or as stated in a Purchase Order, until such time as Seller has rectified the services (or the parties have agreed on an adjustment to the services or the Purchase Order); or (b) if performance is delayed, until such time as the services are performed.

13. Indemnification. Seller shall indemnify, hold harmless, compensate and at Buyer's request, defend Buyer, its successors, assigns, affiliates, officers, directors, customers, advisors agents and employees, against all claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit, arising out of: (i) any claim relating to the death or injury to any person or persons or any damage to property resulting from any products sold or services provided by Seller, including, without limitation, the manufacture, packaging, sale, use, or advertisement of any products, design or manufacturing defects, failure to warn, failure to arrange the product recalls timely and the failure of any products to comply with their applicable specifications and warranties; (ii) any claim based on the negligence or wilful misconduct of Seller or any of Seller's agents, subcontractors, employees or anyone acting on behalf of Seller; and (iii) any claim alleging that any product or service infringes a patent, copyright, trademark, trade secret, intellectual property right or other proprietary right. Seller shall not settle any suit or claim without Buyer's prior written approval, such approval not to be unreasonably withheld. Seller's obligation to indemnify, hold harmless and defend Buyer under the terms of this Section 13 is independent of and

in addition to Seller's obligation to procure and maintain insurance as required in Section 14 below. Seller's insurer's position regarding insurance coverage for Buyer, as an additional insured, does not in any way modify or limit Seller's indemnification obligations hereunder. Notwithstanding anything else in these Terms and Conditions or in a Purchase Order, a party's liability ("Liable Party") under these Terms and Conditions to the other party, including a liability to indemnify, shall be limited or reduced to the extent that (a) the non-Liable Party has failed to take steps to mitigate its loss; and (b) any act or omission of the non-Liable Party has caused or contributed to the liability in question.

14. Insurance. At its sole expense and unless otherwise agreed in writing by Buyer, Seller shall maintain with an insurance company or companies commercial general liability insurance in the minimum amount of \$3,000,000 per occurrence with an aggregate of \$3,000,000 for product liability, bodily injury (including death) and property damage and containing broad form contractual liability coverage. If Seller is providing services and unless otherwise agreed in writing by Buyer, Seller shall also maintain automobile liability insurance in the minimum amount of \$1,000,000 per occurrence, employer's liability insurance, and statutory workers' compensation insurance as required by applicable law. If it is reasonable to do so having regard to products or services supplied by Seller, the Buyer may request that the insurance policy includes Buyer as an additional named insured, states that such insurance is primary insurance as regards any other insurance carried by Buyer, and includes a waiver of subrogation in favour of Buyer (for the purposes of this sentence Buyer shall include Buyer's parent, subsidiaries, and affiliates). Seller shall continue to maintain such insurance following sale of the products or provision of services to Buyer. A certificate and endorsements evidencing such insurance coverage shall be filed with Buyer, and shall provide for 30-days' prior written notice to Buyer of cancellation or material change. Liability insurance limits shall not be construed to limit Buyer's right of indemnity hereunder.

15. Confidential Information. "Confidential Information" means, in relation to either party: information that at the time of disclosure by a party is identified to the recipient as being confidential or which the recipient knows, or ought reasonably to be expected to know, is confidential to the disclosing party. For Buyer, all specifications, drawings, diagrams, schematics, sketches, models, molds, tools, samples, designs, technical information, data, business plans, financials or other confidential information, furnished in writing, orally or otherwise, by Buyer or on Buyer's behalf, will be considered Buyer's Confidential Information. Confidential Information is and shall remain the sole and exclusive property of the party which discloses it, and shall be returned by the recipient promptly to the disclosing party (together with all copies) upon the discloser's request. During the term of this Purchase Order and for a period of five (5) years following expiration of termination of this Purchase Order, each party must: (a) not disclose Confidential Information except to its employees and subsidiaries who have a need to know and who are bound by confidentiality obligations substantially similar to those herein, and (b) use Confidential Information only in connection with the purposes specified in this Purchase Order. Each party shall protect the Confidential Information of the other party against

unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as that party uses to protect its own Confidential Information of a like nature. Neither party acquires any intellectual property right under this Purchase Order. A party may disclose Confidential Information as required by law, after prior notice to the disclosing party. Seller shall not, without obtaining written consent of Buyer, in any manner advertise or publish information about the Buyer or its products or that Seller has furnished products to Buyer hereunder.

16. Not used.

17. Use of Other Party's Name. Except as necessary to perform their obligations under this Purchase Order, neither party may make any reference to the other party, its trademarks or trade names in advertising, public announcements, or promotional materials without express written permission from the other party. The fact that the Buyer is a customer of Seller shall be treated as confidential information and Seller shall not identify Buyer as one of its customers unless Buyer gives its written permission.

18. Tools and Equipment. All tools, dies, molds, patterns, jigs, masks and other equipment and materials furnished by Buyer to Seller or paid for by Buyer, directly or indirectly, and any replacements, shall be and remain Buyer's property. Seller shall safely store such property, shall plainly identify such property as Buyer's property and shall not use such property except in filling this or other Purchase Orders for Buyer. If Buyer provides or makes available to Seller, or if Seller makes, produces, creates, conceives, invents or acquires for Buyer any information, data, plans, works of authorship, inventions, concepts, specifications, drawings, designs, copyrights, trademarks, patents, trade secrets, or other intellectual property, in any written, verbal, electronic, visual, or other form, including, without limitation, as part of any tools, equipment, samples, models, prototypes or products, Buyer shall be the exclusive owner of all the foregoing proprietary rights and Seller hereby assigns to Buyer any and all rights in and to any such foregoing that Seller might otherwise have or acquire; if any part of the products is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully used, distributed, and otherwise exploited by Buyer without using or violating intellectual property rights owned or licensed by Seller and not assigned under these terms and conditions, then Seller hereby grants to Buyer a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sub-licensable right and license to exploit and exercise all such intellectual property rights in support of Buyer's exploitation, assembling and resale of such products in its business. Seller shall not in any event and for any cause contest Buyer or its customers based on the above right or any associated intellectual property rights.

19. Compliance. (a) Seller acknowledges that Buyer's directors, officers and employees are subject to the Watts Code of Conduct and Business Ethics (the "Code"), available at <https://investors.wattswater.com/governance/code-of-conduct/default.aspx>. Seller shall comply with the Code and must not take any action which would cause any director, officer or employee of Buyer to violate the Code. Seller shall comply with the provisions of Buyer's Principles of Supplier Conduct set forth in the Supplier Quality Manual (available at <https://www.watts.com/supplier>) in the performance of this

Purchase Order. In addition, Seller shall comply with Buyer's Global Anti-Human Trafficking Policy available at <https://www.watts.com/dfsmedia/0533dbba17714b1ab581ab07a4cbb521/54342-source/anti-human-trafficking-policy>. (b) Seller represents, warrants and covenants that all of the Products delivered and/or services rendered hereunder will be and will have been produced and/or provided in compliance with all applicable laws, rules, regulations, orders, treaties and other requirements of federal, state and local governments and agencies thereof, and that Seller, Seller's business and all property used therein do and will comply with all applicable laws, rules, regulations, orders, treaties and other requirements of federal, state and local governments and agencies thereof. Seller agrees to furnish Buyer a certificate of compliance with any such laws in such form as may be requested by Buyer. Seller shall, at its sole cost, secure and maintain all necessary licenses, permits, authorizations, product listings and approvals or other approvals required for the operation of Seller's business or any property used therein, for the sale of products or as necessary for Seller's performance hereunder. Seller shall immediately notify Buyer in the event that Seller is not in compliance with any provision of this Section. Seller undertakes to take all necessary actions as required by applicable law and comply with all applicable law relating to the importation or exportation of goods, including the exportation of Products. Such actions shall include, but are not limited to, processing of all necessary customs procedures, payment of import/ export taxes, completion and maintenance of documentation and provision of accurate information to all customs authorities. As set forth in the Supplier Manual, Seller shall not utilize forced or involuntary labour, regardless of its form, employ any child under the age of fifteen (15), except as part of a government approved job training, apprenticeship or similar program, or engage in any abusive employment practices. (c) In connection with the performance of this Purchase Order, Seller (i) shall comply with the provisions of the U.S. Foreign Corrupt Practices Act and similar laws of other countries, where applicable, and shall not take any action that may cause Buyer to be in violation of such laws; (ii) shall not make any payment or transfer anything of value with the purpose or effect of public or commercial bribery, extortion or kickbacks; and (iii) shall not engage in any other corrupt business practices or other improper means of obtaining business in violation of applicable law or Buyer's policies and principles of business conduct referenced herein. Upon request, Seller shall certify to Buyer its compliance with applicable anti corruption laws in a form reasonably acceptable to Buyer. (d) Buyer is subject to disclosure and reporting obligations regarding its use of tin, tantalum, tungsten and gold ("conflict minerals") that are imposed by Section 1502 of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act and the U.S. Securities and Exchange Commission's related regulations. Seller shall comply with the provisions of Buyer's Conflict Minerals Policy available at <https://wattswater.eu/certificates-watts-bulgaria/wibg-company-certificates/21613/>, including without limitation the supplier due diligence measures implemented by Buyer pursuant thereto, which measures Buyer has designed to be in conformity in all material respects with the criteria set forth in the Due Diligence Guidance for Responsible Supply Chains of

Minerals from Conflict-Affected and High Risk-Areas published by the Organization for Economic Cooperation and Development (“OECD”), and related supplements for conflict minerals. Seller agrees that it (i) shall cooperate with Buyer’s information requests concerning the presence and origin of conflict minerals in Seller’s products supplied to Buyer, (ii) shall exercise due diligence on the source and chain of custody of conflict minerals in Seller’s supply chain, and (iii) shall make its due diligence results available to Buyer upon request. Seller is responsible for establishing processes to communicate the requirements set forth in this Section to its suppliers and to monitor its suppliers’ compliance with these requirements. Seller acknowledges that Buyer shall be relying upon the conflict minerals information supplied by Seller in meeting Buyer’s disclosure and reporting obligations under applicable law. Seller agrees to notify Buyer promptly if any facts subsequently arise that would make the conflict minerals information previously submitted to Buyer inaccurate. (e) The provisions of Schedule A attached hereto shall apply to the extent Seller’s products and services are provided pursuant to or in support of a contract or agreement for the supply of goods or services to any agency or instrumentality of the U.S. Government.

20. Certificates of Origin. Seller shall promptly furnish Buyer with all certificates of origin and domestic value-added and other information relating to the costs and places of origin of the products and materials contained therein or used in the performance thereof, as may be required by Buyer to comply fully with all customs, tariffs and other applicable governmental regulations, including, without limitation, marking products with Country of Origin according to prevailing regulations as indicated by Buyer. Seller shall comply with all such regulations. Seller will indemnify, compensate and hold Buyer harmless from and against all liabilities, demands, claims, damages and expenses of any kind or nature (including attorney fees) arising or resulting from any delay or failure in furnishing such certificates or other information, any errors or omissions contained in such certificates and any non-compliance by Seller with such regulations.

21. Assignment. Neither party shall subcontract, delegate or assign any duties, rights or claims under this Purchase Order unless agreed in writing by the other party. Each party shall be liable for and shall ensure that its subcontractors comply with the requirements of these Terms and Conditions. For purposes of this Section, any delegation, sub-contracting or change of control shall be deemed as an assignment.

22. Force Majeure. If performance other than payment for this Purchase Order by Seller or Buyer is prevented or delayed by reason of any of the following causes (provided that they are beyond the control of, and without the fault of, the party affected, and cannot be prevented, avoided or overcome by the affected party taking all reasonable steps): (a) act of God, earthquake, cyclone, fire, explosion, flood, landslide, lightning, storm, tempest, drought or meteor; (b) war (declared or undeclared), invasion, act of a foreign enemy, hostilities between nations, civil insurrection or militarily usurped power; (c) act of public enemy, sabotage, malicious damage, terrorism or civil unrest; (d) ionizing radiation or contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel; (e) confiscation, nationalization, requisition,

expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government or government authority; (f) strikes, blockades, lock out or other industrial disputes; or (g) pandemics, epidemics and other civil emergency situations, including any government action taken in response to same, then the party affected shall be excused from such performance to the extent that it is necessarily prevented or delayed thereby, during the period of any such cause, and this Purchase Order shall be deemed suspended for such period. However, after ninety (90) consecutive days of such suspension on the part of one party, the other party may terminate without liability for its obligations under this Purchase Order. In order to obtain a suspension, the party invoking Force Majeure shall send written notice thereof to the other within a reasonable time after the invoking party knew or should have known that performance would be delayed or prevented due to the Force Majeure.

23. Governing Law. This Purchase Order and the rights and obligations of the parties hereunder shall be governed by the laws of Victoria, Australia.

24. Dispute Resolutions. Unless otherwise agreed by the parties, any dispute arising out of or in connection with this Purchase Order, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by a competent court in Victoria, Australia.

25. Severability; Remedies; Waiver; Survival. In the event that any one or more provisions contained in this Purchase Order shall be held by a court of competent jurisdiction to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions contained herein shall not in any way be affected thereby. The remedies contained herein are cumulative and in addition to any other remedies at law or equity. Buyer’s failure to enforce, or waiver of a breach of, any provision of this Purchase Order shall not constitute a waiver of any other breach or of such provision. All of Seller’s obligations set forth in this Purchase Order (other than the obligation to deliver the products covered hereby) shall survive the cancellation, termination, termination or completion of this Purchase Order.

26. Independent Contractor. The parties are independent contractors, and nothing in this Purchase Order shall be construed as creating an employment relationship, a partnership, a joint venture or other form of business organization or combination of any kind between the parties. Neither party will at any time nor in any way represent itself as being a dealer, agent or other representative of the other party or as having authority to assume or create obligations or otherwise act in any manner on behalf of the other party, except to the extent agreed upon herein, or as may be otherwise agreed by the parties in writing.

27. Entire Agreement. This Purchase Order, including these Terms and Conditions and the Supplier Manual and Packaging Standard referenced herein, together with any confidentiality agreement previously executed by the parties (if applicable), is the complete and exclusive statement of the contract between Buyer and Seller with respect to Buyer’s purchase of the products or services. No waiver, consent, modification, amendment or change of the terms of this Purchase Order shall be binding unless in writing and signed by Buyer and Seller. Any additional terms or conditions sought to be incorporated by

Seller (the “**Seller Terms**”) shall only be incorporated and applicable between the parties where accepted by Buyer in writing, and in the case of any conflict or inconsistency between Sellers Terms and these Terms and Conditions, these Terms and Conditions shall apply to the extent of the conflict or inconsistency regardless of anything to the contrary in the Seller Terms.

PART 2: SPECIAL TERMS AND CONDITIONS FOR OEM TRADE

28. Application of Part 2. Where a Purchase Order states that Seller is providing goods or services as the original manufacturer, including in relation to particular goods or services within a Purchase Order only, the terms in this Part 2 (“**Special Terms and Conditions**”) shall apply over the terms in Part 1 to the extent of any conflict or inconsistency.

29. Grant of License. Buyer hereby grants and Seller hereby accepts a non-exclusive, non-transferable and non-assignable license, without the right to sublicense or make modifications, to: (a) manufacture the products as described in Purchase Order at Seller’s facility; and (b) use Buyer’s intellectual property related to the products, solely for the purpose of manufacturing the products for and selling them to Buyer or any designee of Buyer.

30. Trademark/Logo/Trade Name. To the sole extent necessary to enable Seller to perform its obligations under this Purchase Order, and provided Seller at all times complies with Buyer’s directions and policies relating to trademarks/logos/trade names, Buyer hereby authorizes Seller to place Buyer’s trademarks/logos/trade names as provided by Buyer on the products, including packaging materials. Seller must not use or authorize others to use Buyer’s trademarks/logos/trade names to advertise or promote its activities, products, services or business without prior written consent from Buyer. Seller must not take or authorize any action detrimental to Buyer’s rights to its trademarks/logos/trade names and any benefit accruing from use of such trademarks/logos/trade names shall automatically vest in Buyer. Seller hereby agrees that upon receipt of written notice from Buyer at any time, or otherwise upon the cancellation or termination of this Purchase Order, (a) unless otherwise instructed in writing by Buyer, Seller must promptly deliver to Buyer or destroy, as instructed by Buyer in writing and at the expense of Seller, all packaging materials, labels and all promotional and other materials in Seller’s control and possession in respect of the products; (b) all artwork, plates and other aids used by Seller uniquely for the manufacturing of the products shall be the sole property of Buyer and as per written instructions from Buyer must be promptly returned to Buyer or disposed by Seller at the expense of Seller, as the case may be.

31. Proprietary Rights. Seller acknowledges and agrees that: (a) except as expressly provided herein, Buyer retains all rights in and to Buyer’s intellectual property; (b) ownership of Buyer’s intellectual property shall not pass to Seller pursuant to this Purchase Order; and (c) Seller has no right or interest in Buyer’s intellectual property except as expressly provided in this Purchase Order. Except to the extent otherwise agreed, Seller expressly acknowledges that Buyer is the owner of all technology, drawings, other documentation (including without

limitation the specifications) as well as all of the intellectual rights involved and to be involved in the manufacture of the products.

32. New Intellectual Property. In the event that, during the manufacture of the products, Seller solely or jointly develops any new intellectual property (the “**New IP**”), whether or not patentable, Buyer shall own or hereby be assigned and conveyed from the moment of its creation without any charge to Buyer all right and interest in such New IP, subject to a license to Seller solely to use such New IP in manufacturing the products in accordance with the provisions of this Purchase Order.

33. Exclusive Right to Output. If Seller is engaged by Buyer to manufacture the products using Buyer’s intellectual property or Confidential Information provided by Buyer, Buyer will have the exclusive right to purchase Seller’s output of the products and any products derived from the specifications and/or Buyer’s intellectual property (the “**Derived Products**”). Seller must not sell, disclose, or distribute any products or Derived Products to any party other than Buyer without Buyer’s prior written authorisation.

34. Restrictions. Seller shall not market, promote, sell, use or distribute any products carrying Buyer’s trademarks/logos/trade names to anyone else except for Buyer without Buyer’s express written consent. Buyer reserves all rights not expressly granted to Seller under this Purchase Order. Seller shall not conduct or permit (a) any reverse engineering, reformatting, recasting, disassembly or de-compilation of the products; or (b) the modification, or merging into any other products or software of the products or Buyer’s intellectual property.

35. Protection and Enforcement. At all times during the Term and thereafter, Buyer shall have the discretion to take whatever steps it deems necessary to protect and enforce its rights in Buyer’s intellectual property being licensed hereunder. (a) Seller shall at its own cost return to Buyer or its designee or destroy as directed by Buyer all documents, files, information and materials that contain, refer to, or relate to Buyer’s intellectual property, (i) within thirty (30) days of the expiration, cancellation or termination of this Purchase Order and completion of Seller’s obligations hereunder, and (ii) at any time Buyer so requests within thirty (30) days of Buyer’s written request. Seller shall deliver to Buyer written certification of its compliance with this paragraph signed by an authorized representative of Seller. (b) Buyer may make claims and initiate actions to protect Buyer’s intellectual property. Seller shall render Buyer reasonable support as necessary to allow Buyer to enforce its rights under this Section. Buyer shall be responsible for the reasonable costs as may be incurred on the part of Seller in rendering such support unless such proceedings arise from any breach by Seller of any provisions of this Purchase Order. All recoveries from such claims or actions shall be the sole and exclusive property of Buyer.

36. Manufacturing. Seller shall at its own expenses and risks manufacture, assemble, test and package the products on behalf of Buyer, and supply them only to or at the direction of Buyer, in strict accordance with the product specifications contained in an applicable Purchase Order or otherwise as agreed between the parties. Prior to commencing the manufacture of the products under this Purchase Order, at the request of Buyer, Seller shall submit to Buyer samples of such products (the “**Seller Sample**”) for test and evaluation by Buyer. Upon

verification by Buyer, all such Seller Samples shall be retained at the place of Buyer for future reference. If any such samples fail on two (2) successive occasions to meet the testing requirements, Buyer may immediately terminate this Purchase Order upon written notice to Seller without any further obligations to Seller. Seller must obtain Buyer's prior written consent to make any changes to specifications, manufacturing process, source of supply, business operations, or any other condition that has the potential to impact Buyer. Any change without prior written approval by Buyer shall entitle Buyer to cancel this Purchase Order.

37. No subcontract. Seller shall not subcontract any Purchase Order or any portion thereof unless otherwise approved in writing by Buyer. In any case, Seller shall still be directly liable to Buyer regardless of any such subcontract arrangements.

38. The Place of Seller's Facility. Seller must provide Buyer with as much notice as reasonably practicable of any change in Seller's manufacturing location(s), and must provide any information reasonably requested from Buyer relating to the continuity of supply of goods or services. If Seller does not provide such a notice, or if on receipt of such notice, Buyer

acting reasonably and in good faith determines that the new manufacturing location(s) will adversely affect Seller's performance of its obligations under a Purchase Order, Buyer may terminate such Purchase Order by providing reasonable written notice to Seller.

39. Packing and Marking. Seller shall pack and mark all products in accordance with Buyer's packing specifications. All shipping cartons for the products shall bear external artwork and labeling in accordance with the specifications and requirement of Buyer. Seller shall be responsible for any country-specific customs "country of origin" marking requirements and mark products, service parts and corresponding packaging with the appropriate "country of origin" markings.

40. Remedies. Any breach by Seller of its obligations under these Special Terms and Conditions shall constitute a material breach of this Purchase Order and the terms and conditions, which without prejudice to the other rights and compensations that Buyer can reasonably enjoy under competent laws and regulations as well as the provisions of these terms and conditions at other part(s), shall entitle Buyer to terminate this Purchase Order immediately by providing notice to Seller.

Seller acknowledges that it has read and understood all the contents of these Terms and Conditions and hereby agrees to apply and abide by them with respect to all Purchase Orders accepted from Buyer.

Authorized Signature:_____

Seller:_____

Date:_____

Schedule A

1. Seller represents that it has complied with, and shall (at its own cost and expense) fully comply with, all applicable laws and regulations associated with providing goods or services to the U.S. Government.
2. Seller hereby represents and warrants that Seller is not debarred, suspended, or proposed for debarment by any agency or department of the U.S. Government, and shall notify Buyer immediately if Seller is suspended, debarred or proposed for debarment during the term of this Purchase Order.
3. At a minimum, Seller shall, at its own cost and expense, fully comply with all applicable clauses from Title 48 of the Code of Federal Regulations (the “FAR”), which are hereby incorporated by reference into this Purchase Order where applicable and form a part of the terms and conditions of this Purchase Order. The full text of the FAR clauses may be found at <http://www.acquisition.gov/>. The effective version of each FAR clause shall be the same version in effect at the date of this Purchase Order. Seller agrees to flow down all applicable FAR clauses to lower-tier subcontractors, as required. In all clauses, the terms “Government”, “United States”, “Contracting Officer” shall mean Buyer in order to effect the proper intent of the provision. Clauses that are not applicable by their terms are deemed self-deleting, shall not be removed from this document, and will be considered by all parties to be without force and effect. The applicable FAR clauses shall include but are not limited to the following:

Title of Provision	FAR Clause
Contractor Code of Business Ethics and Conduct	52.203-13
Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	52.203-19
Basic Safeguarding of Covered Contractor Information Systems	52.204-21
Utilization of Small Business Concerns	52.219-8
Nondisplacement of Qualified Workers	52.222-17
Prohibition of Segregated Facilities	52.222-21
Equal Opportunity	52.222-26
Equal Opportunity for Veterans	52.222-35
Equal Opportunity for Workers with Disabilities	52.222-36
Employment Reports on Veterans	52.222-37
Notification of Employee Rights Under the National Labor Relations Act	52.222-40
Service Contract Labor Standards	52.222-41
Combating Trafficking in Persons and Alternate I	52.222-50
Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements	52.222-51
Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements	52.222-53
Employment Eligibility Verification	52.222-54
Minimum Wages under Executive Order 13658	52.222-55
Paid Sick Leave Under Executive Order 13706	52.222-62
Privacy Training and Alternate I	52.224-3

Contractors Performing Private Security Functions Outside the United States	52.225-26
Promoting Excess Food Donation to Nonprofit Organizations	52.226-6
Providing Accelerated Payments to Small Business Subcontractors	52.232-40
Preference for Privately Owned U.S.-Flag Commercial Vessels	52.247-64

Schedule B

The goods and services being provided by Seller may come with guarantees that cannot be excluded under the Australian Consumer Law.

For major failures with any services, Buyer is entitled:

- to cancel the service contract with Seller; and
- to a refund for the unused portion, or to compensation for its reduced value.

Buyer is also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, Buyer is entitled to have the failure rectified in a reasonable time. If this is not done, Buyer is entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. Buyer is also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

Nothing in the Terms and Conditions or a Purchase Order should be interpreted as attempting to exclude, restrict or modify such guarantees and rights as referred to in this Schedule B.