

## GENERAL TERMS AND CONDITIONS OF SALE - WATTS AUSTRALIA

(Version: 3 April 2026)

To the maximum extent permitted by law and unless otherwise agreed in writing, these General Terms and Conditions of Sale (the “**Terms and Conditions**”) apply to any supply of goods or services by Australian Valve Group Pty Ltd (ACN 068 227 270), Enware Pty Ltd (ACN 662 302 767), or any of their related bodies corporate in Australia (each a “**Supplier**”) to a buyer (“**Buyer**”, and each of Supplier and Buyer, a “**party**”).

### 1. Order, Contract & Quotation.

- (a) All orders for goods or services will be made by Buyer submitting a sales order (a “**Sales Order**”) describing the relevant goods or services that Buyer desires to purchase from Supplier.
- (b) Each Sales Order is subject to acceptance by Supplier. Upon acceptance, the Sales Order cannot be changed or withdrawn other than by agreement between the parties, and a sales contract between the parties is formed (“**Sales Contract**”, and the goods or products supplied by Supplier under a Sales Contract, the “**Products**”). The parties agree that these Terms and Conditions are incorporated into each Sales Contract. Any changes to these Terms and Conditions sought by Buyer must be outlined in the relevant Sales Order and approved by Supplier in writing.
- (c) Supplier may impose conditions before accepting the Order under clause 1(b), including without limitation, requiring that Buyer pays a deposit. If Buyer proceeds with the purchase upon being notified of the conditions by Supplier, Buyer is taken to have agreed to the incorporation of those conditions into the Sales Contract.
- (d) Any quotation made by Supplier in respect of a supply is for information only and will not constitute a binding offer. Supplier’s sales representatives are not authorised to make any representation or promise on Supplier’s behalf save in so far as set out in a Sales Contract in writing.

### 2. Prices & Taxes.

- (a) All prices will be specified in the Sales Contract or, if no price has been specified or quoted, will be the list price of Supplier in effect at the time when a Sales Order is received by Supplier.
- (b) Prior to Supplier’s acceptance of a Sales Order, any prices are subject to reasonable adjustment by Supplier (by notice to Buyer) on account of specifications, quantities, shipment arrangements or other terms or conditions which are not part of Supplier’s original price quotation. Following receipt of such notice, Buyer may withdraw its Sales Order by giving written notice to Supplier.
- (c) Buyer acknowledges that, unless expressly stated or agreed otherwise, all prices stated in a Sales Contract are exclusive of handling costs, shipping and insurance charges, inspection fees, import or export duties, taxes, excises and levies (including but not limited to, value added, property, sales or use taxes). Where such costs arise, Supplier shall notify them to Buyer and Buyer shall pay them directly, failing which Supplier may charge Buyer for such costs separately.
- (d) If the costs incurred by Supplier for manufacturing or supplying the Products under a Sales Contract increases by 5% or more due to any reason (including, but not limited to, tariff or currency fluctuation and other events outlined in the definition of Force Majeure Event in clause 20(b)), Supplier may reasonably adjust the price for the Products to reflect that increase, to the extent permitted by law. Supplier must provide a notice outlining the details of the increase and the adjusted price to Buyer as soon as it becomes aware of the increase. Buyer has the right to terminate the Sales Contract within 7 days of receiving the notice.

### 3. Terms of Payment.

- (a) Buyer must make payments in the manner and on the payment terms as set out in the Sales Contract or as otherwise agreed between the parties. If nothing is stated in the Sales Contract or otherwise agreed between the parties, payments must be made in full by electronic funds transfer within thirty (30) days from the date an invoice has been issued by Supplier to Buyer.
- (b) The parties acknowledge and agree that time of payment will be of the essence.
- (c) Buyer’s payment advice must clearly set out the relevant invoices that are being paid. Where this information is not supplied by Buyer, payments will be allocated to the oldest outstanding invoice first.
- (d) Late payments shall be subject to interest at the lower rate of:
  - (i) 2% per month (24% per year) of all outstanding payments; and
  - (ii) the maximum amount permitted by law.
- (e) Amounts owed by Buyer with respect to which there is no good faith dispute must be paid in full without set-off.

#### **4. Title and Risk.**

- (a) Legal and equitable title in Products is retained by Supplier until Supplier receives payment for all amounts that Buyer owes Supplier (including, without limited to, the purchase price for the Products) in full.
- (b) The risk in Products passes to Buyer immediately upon delivery to Buyer or its nominated agent according to clause 5(a).
- (c) Until title to the Products passes to Buyer in accordance with clause 4(a):
  - (i) Supplier only consents to Buyer selling or otherwise disposing of the Products in the ordinary course of Buyer's ordinary business to bona fide customers and unrelated third parties on arm's length terms, where Buyer is not in breach of a Sales Contract;
  - (ii) Buyer must keep the Products stored separately from other goods, in their original packaging and marked as the property Supplier, in a satisfactory condition, and covered by appropriate insurance; and
  - (iii) Buyer must not, in relation to any of the Products (except where expressly permitted by the terms of a Sales Contract), create or allow any interest in, or dispose or part with possession of, the Products, allow the Products to become an accession to or commingled with any other property, or grant any security interest in respect of accounts owed to it in relation to the Products, without Supplier's prior written consent.
- (d) If Buyer sells or disposes of any Products, Supplier's security interest in the Products continues in any proceeds of sale. Buyer must pay all monetary proceeds, up to the amount owed, into a separate account until they are paid to Supplier, and must not mix them with any other amount or use them to pay a debt.
- (e) In the event that Buyer fails to pay for the Products in accordance with a Sales Contract, Supplier may exercise any rights it has to enforce its security interest in the Products. Buyer, grants Supplier and its representatives an irrevocable licence to enter any land or premises for the purpose of inspecting, seizing or otherwise enforcing Supplier's rights in respect of Products under a Sales Contract or ensuring Buyer's compliance with a Sales Contract, and indemnifies Supplier for any claims for damage to property or personal injury as a result of exercising those rights. If Supplier seizes or retakes possession of any Products, it may deal with them as it thinks fit.

#### **5. Delivery and Packing.**

- (a) Delivery of the Products occurs at Supplier's premises unless:
  - (i) otherwise specified in the Sales Contract; or
  - (ii) Supplier has agreed to be responsible for the delivery in accordance with paragraph 5(b), in which case the Products will be deemed as delivered when they are delivered at Buyer's nominated delivery destination or to a receiver or carrier designated by Buyer.
- (b) Where Supplier offers to provide delivery services, Supplier will notify and agree with Buyer any additional conditions applicable to the delivery services (which may include but is not limited to a delivery fee and minimum order value).
- (c) Supplier will use reasonable endeavours to:
  - (i) if Supplier has not agreed to be responsible for delivery, make the Products available to Buyer for collection at the date and location stated in a Sales Contract (if any) or as otherwise agreed; or
  - (ii) if Supplier has agreed to be responsible for delivery, arrange delivery of the Products to the location and on the date stated in a Sales Contract (if any) or as otherwise agreed,however if this is not possible for any reason, Supplier must contact Buyer as soon as practicable and agree an adjusted delivery or collection arrangement (as applicable).
- (d) Buyer will inspect Products delivered by Supplier upon delivery and notify Supplier in writing within forty-eight (48) hours of any defects, short deliveries or any other failure to fulfil any quotation or order. If Buyer fails to notify Supplier in accordance with this paragraph (d), the Products will be taken to be in compliance with the Sales Contract and free from any defect upon delivery.

#### **6. Delivery Date**

- (a) This clause applies if Supplier agrees to deliver the Products to Buyer under a Sales Contract.
- (b) If Buyer has specified a delivery date or a schedule of delivery dates in writing in a Sales Order, and once the Sales Order has been accepted by Supplier, Supplier will deliver the Products on or around the specified delivery date(s) unless otherwise agreed by the parties.

- (c) If Buyer has not specified a delivery date in writing in a Sales Order (for example, a blanket order) and the Sales Order has been accepted by Supplier, Supplier will deliver the Products on any local business day within three (3) months from the date when it receives the Sales Order. We will provide you with written notice at least fourteen (14) days before the scheduled delivery date.
- (d) All Products will be delivered to the delivery address specified in the Sales Order. If no delivery address is specified, the Products will be delivered to Buyer's principal place of business or the address where Supplier normally deliver Buyer's goods in the past.
- (e) Buyer will compensate Supplier for additional storage fees and other reasonable costs incurred from Buyer's failure to accept delivery.

**7. Personal Property Securities Act 2009 (Cth) (PPSA) Registration.**

- (a) A Sales Contract is a security agreement for the purposes of the PPSA. Buyer acknowledges that it has granted Supplier a security interest in the Products supplied to Buyer and their proceeds which is a purchase money security interest to the extent that it secures payment of all or part of the purchase price for particular goods.
- (b) Buyer consents to Supplier perfecting any security interest arising in connection with the Sales Contract by registering a financing statement on the Personal Property Securities Register and any other applicable security registers in any manner it considers appropriate. Buyer agrees to do anything Supplier reasonably requests to ensure that the security interest is enforceable, perfected and otherwise effective, and has priority over all other security interests.
- (c) Buyer agrees that any action taken by Supplier in relation to Buyer's security interest in goods or proceeds is at the cost of Buyer. Buyer waives its right to receive any notice (including notice of a verification statement) that is required by the PPSA unless the notice is required by the PPSA and cannot be excluded. Buyer agrees not to exercise its rights to make any request of Supplier under section 275 of the PPSA, but this does not limit Buyer's rights to request information other than under section 275 of the PPSA. Neither Buyer nor Supplier will disclose any information of the kind mentioned in section 275(1) of the PPSA unless section 275(7) of the PPSA applies. To the extent permitted by law, the parties' contract out of and Buyer waives its rights under section 95 (notice of removal of accession), to the extent that it requires Supplier to give a notice to Buyer, section 96 (when a person with an interest in the whole may retain an accession), section 121(4) (enforcement of liquid assets - notice to grantor), section 125 (obligation to dispose of or retain collateral), section 130 (notice of disposal of collateral), to the extent that it requires Supplier to give a notice to Buyer, section 132(3)(d) (contents of statement of account after disposal), section 132(4) (statement of account if no disposal), section 135 (notice of retention of collateral), section 142 (redemption of collateral), section 143 (reinstatement of security agreement), and for the purposes of section 115(7), sections 132 (secured party to give statement of account) and 137(3) (persons entitled to notice may object to proposal). Notwithstanding section 275 of the PPSA, the parties further agree to keep confidential the contents of the relevant Sales Contract and related material.
- (d) Words and phrases used in clauses 4 and 6 that have defined meanings in the PPSA have the same meaning as in the PPSA, unless the context indicates otherwise.

**8. Sale of OEM Product.**

- (a) Products supplied by Supplier may be manufactured by itself or a third party, and may include parts or components manufactured by a third party.

**9. RETURN**

Unless Buyer is entitled to return Products under the Australian Consumer Law at Schedule 2 of the *Competition and Consumer Act 2010* (Cth) ("**ACL**"):

- (a) Supplier has no obligation to accept returned Products from Buyer;
- (b) if Buyer wishes to return Products to Supplier, it must provide a written notice to Supplier within 30 days from the date of delivery; and
- (c) if Supplier agrees to accept returned Products from Buyer, without limiting Supplier's right to impose other conditions, the parties agree the following requirements apply to the return:
  - (i) when credit is issued it will be at the price charged, or prevailing price, if lower, less restocking charges, handling charges based on costs of reconditioning, boxing, and other costs reasonably incurred by Supplier in respect of the return;
  - (ii) when returning products, the invoice or sales order number for the returned products will always be stated;
  - (iii) if the applicable product price catalogue and Product-specific warranty contains specific returned goods charges, these charges will apply;

- (iv) return of highly customised products and non-saleable products will not be accepted; and
- (v) the return shall be at the expense and risk of Buyer.

#### 10. Australian Consumer Law.

(a) If Buyer is a “**Consumer**” (as that term is defined in the ACL) and Supplier provides Products which are of a kind ordinarily acquired for personal, domestic or household use of consumption (“**PDH Products**”), then those goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, Buyer is entitled:

- (i) to cancel the service contract; and
- (ii) 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.

(b) If Buyer is a Consumer and Supplier provides non-PDH Products to Buyer, Supplier’s liability to Buyer in connection with any breach of the “**Consumer Guarantees**” (as that term is defined in the ACL) in respect of those non-PDH Products is limited (at Supplier’s discretion) to:

- (i) in the case of goods:
  - (A) the replacement of the goods or the supply of equivalent goods;
  - (B) the repair of the goods;
  - (C) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - (D) the payment of the cost of having the goods repaired; and

- (ii) in the case of services:
  - (A) the supplying of the services again; or
  - (B) the payment of the cost of having the services supplied again.

(c) In relation to the supply of any goods which are non-PDH Products, if Supplier is liable to indemnify Buyer under section 274 of the ACL, Supplier’s liability to Buyer under such indemnity is limited to an amount equal to the lower of:

- (i) the cost of replacing the goods;
- (ii) the cost of obtaining equivalent goods; or
- (iii) the cost of having the goods repaired.

#### 11. Limited Warranty.

(a) Supplier warrants each Product in accordance with the relevant warranties expressly given by Supplier in respect of that Product, as set out in the Product Warranty Statement published on Supplier’s website at <https://www.wattsau.com.au/>, as in effect at the time the relevant Sales Contract is formed (“**Supplier Warranties**”).

(b) To the extent permitted by law and subject to clause 10 and the ACL:

- (i) the relevant Supplier Warranties are the only warranties given by Supplier with respect to the Product;
- (ii) Supplier makes no other warranties, express or implied; and
- (iii) Supplier hereby specifically disclaims all other warranties, express or implied.

#### 12. Limitation of Liability.

To the extent permitted by law and subject to clause 10 and the ACL:

(a) either party’s aggregate liability for all claims arising under any Sales Contract or with respect to any Product or any other materials or services furnished pursuant to these Terms and Conditions, whether such claim may be based on contract, at law, in equity, under statute or otherwise, shall not exceed the amount received by Supplier from Buyer under such Sales Contract;

(b) in no event will a party be liable for any reason (including but not limited to contract, indemnity, negligence, strict liability in tort or warranty of any kind) for any incidental, indirect, punitive, exemplary, special or consequential

losses, or any lost sales or profits, loss of reputation, loss of actual or anticipated savings, loss of data and lost opportunities;

- (c) Supplier will not be responsible for uninstalling or reinstalling Products that were installed in a noticeably defective or damaged condition;
- (d) Supplier will not be liable for loss, damage or injury suffered as a result of any person, failing to follow instructions relating to the Products, modifying the Products, failing to appropriately maintain the Products, failing to appropriately store them or using them for an unintended purpose; and
- (e) notwithstanding anything else in this clause 12, a party's liability to the other party ("**Claimant**") under or in connection with a Sales Contract will be reduced proportionately to the extent, if any, to which any acts or omissions of the Claimant have caused or contributed to the relevant loss suffered or incurred by the Claimant, or the Claimant has failed to take reasonable steps to mitigate their losses.

### 13. Intellectual Property.

- (a) Buyer shall not modify any of Supplier's or its licensors' standard designs and concepts, any drawings, other documentations (including without limitation the Product specifications), any patent, trademarks, service marks, trade names, technique know-how and any development of the Products in the term of this Sales Contract ("**IP rights**") used in connection with the Products and shall not use the IP rights with any other goods or services other than the Products. Buyer acknowledges that Supplier is the owner of all right, title and interest in and to the IP rights and Supplier's other intellectual property and that any use of the IP rights shall not confer on Buyer any proprietary rights.
- (b) Supplier owns and retains ownership of all its intellectual property in respect of all Products, and services and materials supplied by Supplier to Buyer. Buyer assigns to Supplier any right that Buyer may acquire in Supplier's intellectual property.
- (c) Buyer shall not do anything that in any way impairs Supplier's IP rights.
- (d) Buyer grants to Supplier a license to use Buyer's trade marks or other intellectual property as reasonably required for Supplier to perform its obligations under the Sales Contract.

### 14. Term & Termination.

- (a) Either party may terminate a Sales Contract immediately upon written notice to the other party if: (i) the other party commits a material breach of the relevant Sales Contract or these Terms and Conditions and has failed to cure such breach within thirty (30) days of receiving written notice from the other party including a detailed description of the breach; or (ii) the other party is Insolvent. "**Insolvent**" shall mean that the party ceases to carry on business as a going concern, is unable to pay debts when due, becomes insolvent, becomes the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets.
- (b) Supplier may suspend or terminate a Sales Contract immediately upon notice to Buyer: (i) if Buyer fails to pay any sums due to Supplier within ten (10) days after notice from Supplier of such past due payment; or (ii) if Buyer infringes Supplier's intellectual property rights or commits, or permits any third party to commit, any breach of the confidentiality obligations.
- (c) Termination of any Sales Contract will not constitute a waiver for any amounts due. Immediately upon the termination of any Sales Contract, any outstanding amounts due will immediately become due and payable.
- (d) The provisions which by their nature reasonably are intended to survive any expiration or termination of any Sales Contract shall be in effect or continue to remain in effect at the time of or subsequent to expiration or termination hereof.

### 15. Confidentiality.

Each party agrees to hold the Confidential Information of the other party in strict confidence, not to disclose such Confidential Information to third parties, and to use such Confidential Information solely for the purpose of performing its obligations or exercising its rights under the Sales Contract. "**Confidential Information**" means any of a party's proprietary, business, or technical information, disclosed to the other party either directly or indirectly, in writing, orally, or otherwise. Confidential Information does not include information that is or becomes generally known to the public through no action on the receiving party's part or information that must be disclosed as required by law (provided the party required to give the discloser, gives the other party ten (10) days prior written notice of any such disclosure). For purpose of clarification, the terms of any Sales Contract or these Terms and Conditions shall not be disclosed to a third party by Buyer without the consent of Supplier, except as required by law.

## 16. Technical Advice.

- (a) To the extent Supplier provides any technical assistance at any time, unless otherwise agreed between the parties, such technical assistance is provided solely to the extent and for the purposes stated in the Sales Contract (or otherwise agreed), and Supplier disclaims all other warranties, representations, guarantees or otherwise (whether express or implied) in relation to the technical assistance.
- (b) Information provided or contained on Supplier's website is for informational purposes only and is not intended to be relied upon in place of appropriate expert or technical advice.

## 17. Compliance with Laws.

- (a) Each party will comply with applicable laws, ordinances, codes, rules, regulations and orders in relation to the performance of their obligations under a Sales Contract and in relation to the use of the Products, including without limitation export control laws and regulations.
- (b) Buyer must not, directly or indirectly, use the Product in violation of any applicable law or regulation (including applicable work health and safety laws) or in a manner inconsistent with any documentation (such as safety documentation, product labels, installation or troubleshooting guidelines) provided by Supplier at the time of supply.
- (c) Buyer must obtain all permits or licenses required in connection with the purchase, shipment, installation and use of any of the Products.
- (d) Buyer understands and agrees that any sale or retransfer of Products supplied by Supplier must comply with applicable laws restricting the export or re-export of those products ("**Export Controls**"), including all economic or financial sanctions, and trade embargoes imposed, administered or enforced from time to time by the U.S. or EU government or other relevant sanctions authority with jurisdiction over Supplier ("**Sanctions laws**"). Buyer understands and agrees that with respect to Supplier's products provided to Buyer:
  - (i) Buyer will not export, re-export or otherwise transfer Supplier's products to (A) a country, territory or person to which/whom such export, re-export or transfer is prohibited by applicable law, including without limitation Export Controls and Sanctions Laws; or (B) to a country or territory that is itself the subject or target of comprehensive Sanction Laws including U.S. Sanctions ("**Sanctioned Territories**"). As of the date of these Terms and Conditions, the Sanctioned Territories are Crimea, Cuba, Iran, North Korea, Syria, Donetsk People's Republic (DNR) and Luhansk Peoples Republic (LNR), although the U.S. government may add or remove Sanctioned Territories from time to time.
  - (ii) Buyer further confirms that it is not acquiring the Products for any military, nuclear or missile end use or end user. If this is not correct, Buyer is required to notify Supplier immediately at [exportdocuments@wattswater.com](mailto:exportdocuments@wattswater.com).
- (e) In connection with the performance of this Sales Contract, Buyer: (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 Supplier 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 Supplier's policies and principles of business conduct referenced herein. Upon request, Buyer shall certify to Supplier its compliance with applicable anti-corruption laws in a form reasonably acceptable to Supplier.

## 18. Assignment.

- (a) Neither party may assign or transfer any Sales Contract or any of its rights or duties under the Sales Contract or these Terms and Conditions, except with the other party's prior written consent, not to be unreasonably withheld.
- (b) Without limitation, a party may assign or transfer any Sales Contract and/or these Terms and Conditions or its rights or duties to its parent company or related body corporate or in connection with that party's merger, consolidation, acquisition, or sale of all or substantially all of that party's assets relating to the subject matter of the Sales Contract.

## 19. Governing Law and Dispute Resolution.

- (a) The rights and obligations of the parties under a Sales Contract shall be governed by and interpreted, construed and enforced in accordance with the laws of Victoria, Australia, without regard to its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply in respect of any Sales Contract.

- (b) Unless otherwise agreed by the parties, any dispute arising out of or in connection with a Sales Contract or these Terms and Conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by a competent court in Victoria, Australia.

## **20. Force Majeure.**

- (a) A party will be excused from performing any obligation under a Sales Contract or these Terms and Conditions to the extent such performance is prevented, limited, hindered, delayed or impeded because of a Force Majeure Event. This clause does not apply to a party's obligation to make payment under a Sales Contract.
- (b) **"Force Majeure Event"** means any act or event, that prevents, limits, hinders, delays or impedes a party's ability to perform, in whole or in part, the party's obligations under this Sales Contract or these Terms and Conditions and is beyond the party's reasonable control. Force Majeure Event includes, without limitation, declared or undeclared war, flood, lightning, earthquake, fire, landslide, hurricane, cyclone, typhoon, tornado, explosion, civil disturbance, act of God or a public enemy, terrorist act, military action, shipwreck, action of a court or public authority, change in tariffs imposed by governments, significant shift in currency exchange rate, labour difficulties or disputes, strikes, lockouts, boycotts, picketing or other industrial disturbances, blockades, embargoes, delays of carriers, power failures, or failure or curtailment or delay of sources of supply of materials, viruses, pandemics, epidemics, public health emergencies and governmental actions, laws and regulations taken in response to same.

## **21. Privacy**

- (a) Supplier may collect personal information provided by Buyer to allow Supplier to supply Products or services. Supplier will not use or disclose any personal information for any other purpose. By placing an order with Supplier, Buyer is taken to consent to Supplier providing the details provided, including name, contact details and delivery address to third parties (including our suppliers or delivery contractors) for the purpose of fulfilling and delivering the Sales Order.
- (b) A copy of Supplier's Privacy Policy is available on its website <https://www.wattsau.com.au/>.

## **22. Severability; Variation; Waiver.**

- (a) In the event that any one or more provisions contained in a Sales Contract or these Terms and Conditions is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, it is to be read down, if possible, so as to be valid and enforceable and will otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of the Sales Contract or affecting the validity or enforceability of that provision in any other jurisdiction.
- (b) A Sales Contract will not be varied except by a document in writing signed by the parties.
- (c) No failure to exercise or delay in exercising any right given by or under a Sales Contract to a party constitutes a waiver and the party may still exercise that right in the future.

## **23. Entire Agreement.**

Each Sales Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all previous communications, representations, inducements, undertakings, agreements or arrangements between the parties or their respective officers, employees or agents.

## **24. Additional or Inconsistent Terms.**

Any term or condition incorporated in Buyer's Sales Order or any other document provided to Supplier by Buyer which is in any way different from, inconsistent with or in addition to the terms and conditions set forth in the Sales Contract or these Terms and Conditions or Supplier's standard purchase order terms will be of no effect, will not apply to the purchase and sale of Products or services between the parties, and will not become a part of a contract between the parties or be binding upon Supplier. Supplier's failure to object to terms contained in any communication from Buyer will not be an acceptance of such terms or a waiver of the terms set forth herein.

## **25. Independency.**

The relationship between the parties is and will remain that of independent contractors, and nothing in a Sales Agreement or these Terms and Conditions will constitute the parties as partners or joint venturers or constitutes any party as the agent of another party or gives rise to any other form of fiduciary relationship between the parties.

## **26. Counterpart.**

The delivery of any Sales Contract in signed counterparts by facsimile or email transmission that includes a copy of the sending party's chop is as effective as signing and delivering the counterpart in person and shall have the same effect as the originals.