



DELTA ELECTRONICS (AUSTRALIA)
Terms and Conditions for Purchase of Goods

1. DEFINITIONS

1.1 "The Agreement" means Buyer's purchase order, these General Conditions of Purchase, any special conditions, technical documentation and other documents made part of this Agreement by special reference. Any special conditions contained in this Purchase Order shall take precedence over these terms and conditions. Any standard terms or conditions of the Seller are explicitly not a part of the Agreement.

1.2 "The Price" means the amount to be paid to Seller for the Goods in accordance with the purchase order and variation orders made in accordance with clause 9. Unless otherwise stated, the total Purchase Order price as indicated in the Purchase Order is in Australian currency excluding GST and is fixed and firm, not subject to escalation for the duration of the Purchase Order; and includes all packing, testing and documentation costs.

1.3 "The Goods" means services, documentation, equipment, material and other items to be delivered to Buyer by Seller in accordance with the Agreement.

1.4 "Buyer" means Delta Electronics (Australia) Pty Ltd

1.5 "Seller" means the company or the individual the purchase order is issued to.

2. PURCHASE ORDER

A Purchase Order for Goods is issued by Buyer to Seller.

2.1 The Purchase Order shall be effective from the date of issue as stated in the Purchase Order.

2.2 Buyer's purchase order shall immediately, or at the latest within 48 hours, be confirmed by Seller by returning it accepted and signed. If Seller fails to return the purchase order confirmation within 48 hours, Buyer's purchase order shall be deemed to have been accepted without comments. Buyer is entitled to cancel the purchase order if the purchase order confirmation is not in accordance with the purchase order or if not received within 48 hours

2.3 The purchase order confirmation shall always state the Price, and the time and place of delivery. Qualifications made by Seller when confirming the purchase order are not part of the Agreement, unless accepted by Buyer in writing.

2.4 This Agreement contains the entire agreement between the parties on the subject matter of this Agreement, and supersedes all representations, undertakings and agreements previously made between the parties with respect to the subject matter of this Agreement. This General Purchasing Agreement supersedes any general conditions of purchase/sale and other standard conditions. The Appendices shall be an integral part of this General Purchasing Agreement.

2.5 Seller shall not have the right to refuse to supply the Products ordered by Buyer in accordance with the purchase volumes indicated in Buyer's estimates or other planning tools. In case no estimate is given Seller shall take its best efforts to accept all Purchase Orders. In case such estimate of needs of the Products by the Buyer is issued by the Buyer, it is not binding upon the Buyer and shall serve solely for the information purposes of the Seller

3. DELIVERY

3.1 The Goods shall be delivered, properly packed and marked, at the agreed place and time of delivery. Unless otherwise expressly stated in the Agreement, delivery shall take place in accordance with the provisions of INCOTERMS 2000. Unless stated otherwise in the Purchase Order, Seller at its cost shall unload the Goods at the specified location.

Seller shall be liable for all or any damage, loss or destruction to any Goods or property resulting from improper packaging or handling by Seller.

Unless otherwise agreed, delivery shall be deemed to have taken place when the Goods are handed (or services performed) over to Buyer at Buyer's premises. Unless otherwise agreed, risk of damage to the goods passes upon delivery.

3.2 If Buyer is responsible for transportation, Seller shall in good time prior to dispatch, request dispatch instructions from Buyer. If Seller is responsible for transportation, he shall, in due time, send an advice note, advising of dispatch so that Buyer may make preparations for receipt of the Goods.

3.3 If Seller has reason to assume that any part of the delivery may be delayed, he shall notify Buyer promptly thereof. Seller shall, without undue delay, inform Buyer in writing about the cause of the delay, the estimated effect on the agreed time of delivery and proposed remedial actions to avoid or reduce the delay.

If Seller's remedial action to avoid or reduce the delay is deemed to be inadequate, Buyer may demand Seller to take effect measures considered necessary. The costs of such measures shall be borne by Seller. If the delay is caused by circumstances for which Buyer is responsible, Buyer may only demand that such measures are put into effect in accordance with the provisions given in clause 12.

3.4 In no circumstances shall the Seller delay or suspend the delivery of goods for any reason whatsoever to the Buyer for which payment has not been received from Buyer.

4. REVISION

4.1 Buyer reserves the right at any time in relation to the Goods to make a Revision to the Purchase Order to correct any errors or omissions therein or to make any changes including in respect of specifications, quantity and delivery.

4.2 Seller must not make such corrections or changes until the resulting cost and time impacts have been agreed between the parties and the proper Purchase Order document with the appropriate 'revision number' has been authorised and issued by Buyer and acknowledged and accepted by Seller. Thereafter Seller agrees to take immediate and necessary action to comply with such Revision to the Purchase Order.

5. TITLE AND RISK

5.1 Title to and property in the Goods shall pass to Buyer on the first to occur of payment of any part of the Purchase Order price or delivery to the place specified in the Purchase Order. Such Goods yet to be delivered by Seller shall be appropriately marked and identified as the property of Buyer.

5.2 Risk in the Goods shall remain with Seller until the time Buyer takes delivery of the Goods unless otherwise expressly stated in the Purchase Order. Any loss or damage to Goods howsoever caused when under Seller's risk shall at its own cost be rectified by Seller and thereafter when the risk in the Goods has transferred to Buyer, Seller shall be liable for any loss or damage to such Goods to the extent caused by its negligence, wilful act, misconduct, fault, breach of duty (statutory or otherwise) or breach of the Purchase Order.

6. DOCUMENTATION, MARKING AND SERVICE

6.1 Packing lists, advice notes, invoices and other documentation shall only relate to one purchase order and shall be duly marked with purchase order number and part number(s) and other specifications stated in the purchase order. The documentation shall be completed so that each item corresponds to the purchase order with respect to item number, part number, Goods description and specifications.

6.2 Seller shall mark the Goods with Buyer part number and in accordance with packing lists and instructions stated in the purchase order. Seller shall also mark the Goods in conformity with the applicable AU directives and any national rules relating to marking. If CE marking is required, Seller shall attach a manufacturer's declaration of conformity or a certificate of conformity.



6.3 Seller shall print the invoice number of the shipment on the packing list.

6.4 If requested by Buyer, Buyer or any third party specified by Buyer shall be supplied with a certificate of origin and custom invoice. Costs incurred by the Buyer due to lack of certificate of origin or custom invoices shall be charged to Seller and deducted the Price.

6.5 Any documentation which does not comply with the conditions of Clause 6 may be returned by Buyer. Any certificates, drawings and other documents specified in the purchase order shall be delivered together with the Goods. Delivery of documentation is considered to be part of the Goods and invoices will not be paid until it has been received.

6.6 Documents submitted to Buyer for examination and approval will not relieve the Seller from his obligation to execute the purchase order according to the Agreement.

6.7 Product availability and End of Life (EOL), if the Seller decides to phase out any of the products covered by this agreement the Seller commits to provide a list of such products minimum 18 months before the products EOL. This EOL list must contain product description; part no. and last time buy information.

6.8 SPARES, The Seller will provide the Buyer a Spares package and support for all products covered within this contract during the volume delivery period and for ten years (10) after the official EOL date described in the Clause 6.7.

7. QUALITY ASSURANCE AND ENVIRONMENTAL MANAGEMENT

7.1 A quality assurance system according to the ISO 9000 series or a corresponding system shall have been established and implemented by Seller.

7.2 Buyer has signed the ICC charter on sustainable development and has an environmental management system according to ISO 14001. This also makes demands on Seller for a continuous improvement of the environment. Seller is expected, should he fail to have a corresponding system, to show a conscious attitude to environmental management by complying with requirements for the environment and arranging for continuous improvements in his operations. Seller shall, in the same way as Buyer, ensure compliance with recommendations from concerned parties.

7.3 Buyer reserves the right to approve and carry out audits of the quality assurance and environmental management system of Seller or any sub-contractors. Seller shall provide any necessary assistance in this respect.

7.4 The regulations for ESD Protection must be complied with when handling and delivering electronic components and equipment. If not complied with, Buyer has the right to claim compensations and/or cancel the order.

8. PROPRIETARY RIGHTS

8.1 Unless otherwise agreed, Seller shall mark and keep the Goods, as well as materials and equipment belonging to Buyer stored at the place of production, separate from items belonging to Seller or a third party.

8.2 Seller is not entitled to retain the whole or part of the Goods as security for claims on Buyer, notwithstanding any dispute in respect of Seller's compensation.

9. PRICE, PAYMENT AND AUDIT

9.1 The Price is fixed and firm and shall not be subject to escalation. The Price(s) are stated in the Appendices hereto unless otherwise agreed. Changes in Price(s) shall be mutually agreed and negotiated in good faith.

9.2 Unless otherwise agreed, payment shall be made thirty (30) days End of Month from receipt of a correct invoice and required supporting documentation following delivery of Goods to the delivery point stated

in the Purchase Order. Unless otherwise agreed, invoice shall be issued upon delivery. Buyer is entitled to withhold disputed parts of the invoice.

9.3 Buyer or his representative shall be entitled to audit all documentation concerning reimbursable work. This right lies with Buyer for the duration of the Agreement and for up to 2 years after the expiry of the year in which the Goods were delivered.

10. INSPECTION

10.1 Before delivery, Seller shall search for errors or defects in the Goods and the documentation, and shall notify Buyer without undue delay if errors or defects are identified.

10.2 Buyer and any person authorized by him shall be entitled to perform inspections and tests at Seller's and any sub-contractor's premises as he deems necessary to ensure that the Goods are delivered in accordance with the Agreement. Seller shall provide any assistance necessary in this respect. Likewise Buyer may request the submission of test records, material certificates, calculations etc.

10.3 The inspections and tests mentioned above shall not relieve Seller from any of his obligations under the Agreement. This also applies if Seller sends technical documentation or other documents to Buyer for inspection and possible approval.

11. VARIATION ORDERS

11.1 Buyer is entitled to make any variations to the Goods, or part thereof. Such variations may include increase or reduction of scope of supply, character, quality, nature or design as well as change of delivery time, provided that such variations are within what the parties could reasonably expect when entering into the Agreement. The variation will be formalized by Buyer's issuance of a written variation order. Seller's obligation under this Agreement applies to all variations to the Goods.

11.2 Prior to issuance of a variation order, Seller shall, upon Buyer's request and without delay, prepare and send to Buyer an estimate describing the variation work, and inform about possible effects on Price and delivery time. If Seller does not prepare an estimate as prescribed, Seller has thereby confirmed that the variation does not increase the Price or the delivery time.

11.3 Unless otherwise stated in the Agreement, the effect of the variation order shall be agreed in writing between the parties. The price shall reflect the price level of the original purchase order.

11.4 At the request of Buyer, the variation order shall be implemented without undue delay, irrespective of whether or not the parties have agreed regarding the effect of the variation on the Agreement.

12. RESCHEDULING AND CANCELLATION

12.1 Rescheduling Window. The Purchase Order is binding for both Parties, unless agreed in writing between both parties before shipment. The Buyer may at any time, by written notice issued at least one (1) working day before shipment of any Products, reschedule the Delivery Dates for such Products to a maximum of ninety (90) calendar days after the original Delivery Date.

12.2 Buyer may at its option cancel the Purchase Order or any part thereof at any time. Buyer's liability will be to pay for materials manufactured and supplied in accordance with the Purchase Order up to the date of cancellation and for costs of materials and other items ordered in connection with the Goods for which Seller is legally bound to pay. Upon such payment, title to and property in all those materials and other items shall pass to Buyer.

13. WARRANTIES AND LIABILITIES

13.1 Warranty period. The Seller guarantees that each and every Products delivered to the Buyer is new, free of defects in the material and components used, fit for the purpose intended and complies with specifications and workmanship, technical and other applicable standards as well as condition under this Agreement. This warranty shall apply for twelve (12) months from date of delivery from the Seller to the Buyer. Costs of returning Products to the Seller in order to



replace and/or fixing defects of the defected Product in the warranty period of twelve (12) months are borne by the Seller.

For replacement within the warranty period, the Seller will replace or repair the Products at the expense of the Seller and the Seller shall cover all delivery costs, taxes and duties payable for said replacements or component parts delivered to the site / warehouse of the Buyer. The costs include all labor costs and other associated costs of third parties for the repair/replacement to be carried out.

The Costs of returning Products within the warranty period are borne by the Seller. The Seller will replace or repair the products as defined in this agreement within a reasonable time frame, however no event later than within one (1) month from notice of such defect or damage by the Buyer.

For any repair work beyond the twelve (12) months warranty period, the Seller will repair the Products at negotiated price for the Buyer. The Costs of returning Products beyond the warranty period are borne by the Buyer.

13.2 The Product shall be deemed to have defects if it does not meet the criteria set in this Agreement (especially but not limited to the warranties mentioned in previous section) and other applicable technical, product, quality and other applicable specifications which the Product shall have pursuant to or on the basis of this Agreement (e.g. notification of technical standards, etc.).

13.3 If Buyer, due to defective Products, is made responsible by third parties, Seller's liability under this clause 13 is subject to the following limitations: The amount of damages under this clause 13 is limited to a value of ten million Australian Dollar (AUD 10,000,000) per claim.

This agreement does not exclude or limits liability for claims in respect to:

(i) the Seller's liability under any applicable product liability legislation (including without limitation, the General product Safety Directive 2001/95/EC, Competition and Consumer Act 2010, CCA; Product Stewardship Act 2011; Sale of Goods Act 1923);

(ii) Liability for death or personal injury:

•Resulting from the supply or use of any delivered product or

•Resulting from its negligence

(iii) Fraud or fraudulent misrepresentation;

(iv) Liability which cannot be excluded by law;

(v) Liability for Data Protection and law Enforcement, including without limitation, Privacy and Personal Information Protection Act 1998 (NSW), Federal Privacy Act 1988 (Cth), SPAM Act 2003 (Cth);

(vi) Liability for Intellectual property rights indemnity, including without limitation, Copyright Act 1968 (Cth); Trade Marks Act 1995 (Cth); Patents Act 1990 (Cth); Design Act 2003 (Cth); Circuit Layouts Regulations 1990; Intellectual Property Laws Amendment Act 2015; Intellectual Property Legislation Amendment (TRIPS Protocol and Other Measure) Regulation 2015;

(vii) Liability on Confidentiality, including without limitation, Freedom of Information Act 1982; Privacy and Personal Information Protection Act 1998 (NSW), Federal Privacy Act 1988 (Cth),

Seller shall not be liable for any non-performance under or related to this Agreement due to a Force Majeure Event; the right to terminate remains unaffected by this limitation.

13.4 The Buyer may inspect the delivered Products and examine whether they have any defects after the Products are delivered to the place of final destination specified in the Purchase Order. Inspection by Buyer shall neither relieve Seller of its obligations under the Purchase Order or otherwise nor waive Buyer's rights or remedies

provided under the Purchase Order or otherwise. If the Buyer discovers defects in the delivered Products, the Buyer is obliged to notify the Seller of such fact without undue delay from their delivery. If any Product(s) has the defect(s), the Seller has to at Buyer's option:

(i) to supply replacement Product(s) to fully satisfy the given warranties at Seller's sole risk and expense within a reasonable time period specified by the Buyer; or

(ii) to reimburse to Buyer the Price of all such defective Product(s); or

(iii) to repair such defective Product(s) at Seller's sole risk and expense within a reasonable time period specified by the Buyer; or

(iv) to repair the Product(s) or cause the Product(s) to be repaired by any third party at Seller's sole risk and expense.

(v) at Sellers expense purchase product from a third party as a direct replacement of Sellers product.

13.5 Epidemic Failure Warranty - "Epidemic Failure" means that more than 3% of the total installed base of the same type of Products has experienced the same type of failure to conform to the applicable Specifications, and such failure materially affects Product functionality. Seller warrants that the Products will not experience Epidemic Failure for a period equal to two (2) times the length of the applicable Product Warranty Period (Epidemic Failure Warranty). Unless otherwise agreed in writing by the parties, if an Epidemic Failure occurs, upon notice from the Buyer who will instruct the Seller to:

(i) at Seller's expense, remove from the field and place in the Buyers storage locations all units of the product under Epidemic Failure Warranty (Covered Products);

(ii) refund payments made by Buyer for Covered Products;

(iii) cancel all invoices for the Product; and,

(iv) at Seller's expense, provide a rapid solution until a replacement Product is available.

In addition, the buyer may cancel all outstanding P.O.s, Blanket Orders and Releases for the Products without further obligation.

(v) at Sellers expense purchase product from a third party as a direct replacement of Sellers product.

13.6 Seller shall ensure that it have sufficient insurance (e.g. business interruption and liability insurances) to meet the potential warranty and liability agreed in this contract. Seller shall actively work with its suppliers with risk management. Seller shall use commercially reasonable efforts to safeguard that production of so-called critical components is not located to a single location.

13.7 MTBF, the Seller shall ensure that the MTBF for the products within this Agreement meet the specifications and requirements in line with the expectations to the market and application and in line with the Buyers requirements.

14. INDEMNIFICATION OF BUYER AGAINST CLAIMS BY SELLER'S EMPLOYEES

In the event of any claims whatsoever against the Buyer (including for this purpose every officer and department thereof) at any time, by any workman or employee by the Seller in and for the performance of the Agreement, the Seller shall indemnify the Buyer, its officers or department against such claim, and any costs, charged and expenses in respect thereof.

15. BUYER LIMITATION OF LIABILITY

15.1 In no event will Buyer's liability for claims and/or losses suffered or incurred by the Seller arising under or in connection with this Agreement (whether in contract, tort, misrepresentation, negligence, strict liability in tort or by statute or otherwise) or to any third party be greater than the Price.



15.2 Under no circumstances will buyer be liable under this agreement or otherwise for (i) any incidental, consequential, special, punitive, or other indirect damages or (ii) damages in excess of the price of the goods or services that are the subject of the claim. These limitations of liability apply notwithstanding that they cause any remedy to fail of its essential purpose and notwithstanding that buyer knew or should have known of the possibility of such damages.

16. DELAYS

Time shall be of the essence in relation to all delivery deadlines. If the Seller fails to meet a first confirmed DELIVERY DATE the Buyer may either claim actual damages or Buyer may claim liquidated damages in the amount of three (3) % of the price of the delayed delivery for each calendar day of delay computed from the DELIVERY DATE without grace period, up to an aggregated payment per individual purchase agreement of twenty-four (24) % of the price of the delayed delivery. Additionally, the Buyer may claim any costs of air transportation of the delayed delivery. Such air transportation shall be arranged by Seller and the cost shall be borne by Seller. After 10 days of delay the Buyer may cancel any PURCHASE ORDER without setting any new time limit or grace period. Such liquidated damages represent a genuine pre-estimate by the PARTIES of the expected loss or damage to ORDERING PARTY and are not intended in any way to operate as a penalty. This should extend to all LATE delivered products and parts.

17. TERMINATION

17.1 If Seller fails to make delivery; fails to perform within the time specified in the Purchase Order; delivers non-conforming Goods; fails to make progress so as to endanger performance of the Purchase Order; then the Buyer may cancel the Purchase Order or part thereof and Seller shall be liable for all costs incurred by Buyer in purchasing similar Goods elsewhere.

17.2 Buyer may terminate this Purchasing Agreement forthwith in writing if the other Party:

(a) becomes insolvent, is declared bankrupt, suffers other similar proceeding or discontinues its business; or

(b) is in breach of any of its obligations under this Purchasing Agreement and has failed to remedy such breach within thirty (30) days after having received written notice of such breach and the intention of the notifying Party to terminate this Supply Agreement if the breach is not timely remedied.

In addition to what is mentioned above Buyer has the right to terminate this Agreement in case Seller sells all or substantially all of its assets, merges or consolidates with a third party or suffers a material change of ownership.

17.3 The termination of this Agreement shall survive any termination with regard to Product(s) already delivered under this Agreement.

17.4 The Buyer is entitled to Claim actual damages from the Seller in case where this Seller has breached this Agreement or any provision thereof.

18. FORCE MAJEURE

18.1 Any failure of Buyer or Seller to comply with the terms of this Agreement if such failure is caused by circumstances not directly under the control of the party concerned, including but not limited to, failures resulting from Force Majeure, Acts of God, natural disasters, storm, flood, earthquake, explosion, acts of the public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restrictions, riots, transportation embargoes, boycotts, failures or delays in transportation or the mails, acts of any government, whether national, state, local or otherwise, or any agency thereof, or judicial action, shall be excused for performance continues, provided that the non-performing Party makes a reasonable effort to anticipate the effect of the intervening condition, and promptly performs when said condition ceases to exist.

18.2 To ensure continual supply from the Seller to the Buyer and in the event of Force Majeure the Seller shall provide the Buyer a full

business continuity and disaster recovery plan (BR&DRP) which shall include, but not limited to the following:

BR&DRP Description

- Pre-Planning Activities (Project Initiation)
- Vulnerability Assessment and General Definition
- Requirements
- Business Impact Analysis
- Detailed Definition of Requirements
- Plan Development
- Testing Program
- Maintenance Program
- Initial Plan Testing and Plan

Implementation

- Planning Scope and Plan Objectives
- Project Organization and Staffing
- Project Control
- Schedule of Deliverables
- Resource Requirements
- Production schedule plan and priorities.

19. INSURANCE

19.1 Seller shall, at its cost, effect and maintain until the risk in the Goods passes to Buyer adequate material loss or damage insurance at least to the full replacement value of the Goods including adequate transit insurance and also covering unloading if Seller is required to unload the Goods. Such insurance shall cover the parties' respective rights and if required by Buyer shall be in the joint names of the parties.

19.2 Seller shall carry:

(a) Workers Compensation/Employer's Liability required by law with where legally permitted an indemnity for Buyer (including its client as applicable) and ensure that its sub-Sellers have similarly insured its employees;

(b) Adequate public & product liability insurance and

(c) Professional Indemnity Insurance

(d) Any other insurance pursuant to Clause 19 (if applicable) or as required by law.

19.3 Seller shall provide and maintain insurance policies covering the liability possibly incurred as a result of the Agreement. In addition, he shall keep the Goods insured until delivery has taken place according to the agreed term of delivery according to INCOTERMS 2000. If requested, Seller shall submit insurance certificates. Buyer shall be covered by the insurance as additional insured, and Seller's insurance company shall waive its right of subrogation against Buyer.

20. INSTALLATION WORK & SERVICES

When installation work and services on an external site ("Works") away from Seller's workshops or premises form part of the Purchase Order, the following provisions shall apply: (a) All invoices shall be accompanied by a schedule certified by Buyer of the Works completed. (b) Progress payments shall not be made unless so stated in the Purchase Order. (c) Seller shall obtain within ten (10) days of receipt of the Purchase Order and keep in effect during the currency of the Purchase Order such insurance as necessary to adequately protect Seller and Buyer in respect of liability under law and shall lodge certificates of currency with Buyer.

21. SECRECY

21.1 Each party shall keep secret all information received from the other party in connection with this Agreement. Buyer shall, nevertheless, be entitled to transfer such information to a third party



to the extent necessary in connection with the production, maintenance, modification, use and inspection of the Goods.

21.2 Seller shall not publish information regarding the Agreement without the Buyer's written approval. Such approval shall not be unreasonably withheld. On Buyer's request, Seller shall return all drawings, calculations and other documentation to Buyer.

22. OWNERSHIP OF DOCUMENTATION AND COMPUTER PROGRAMS, INDUSTRIAL/INTELLECTUAL PROPERTY RIGHTS

22.1 Any material (including documentation and computer programs) placed at Seller's disposal by Buyer or developed mainly on the basis of such information, is the property of Buyer and shall not be used for other purposes than the execution of the Agreement. On Buyer's request, Seller shall return such documentation and computer programs to Buyer.

22.2 Any inventions made by Seller during the execution of the Agreement shall be the property of Seller. Buyer shall, nevertheless, have the proprietary right to inventions which mainly are based on technical information received by Seller from Buyer. Seller shall notify Buyer of any such invention, and give Buyer the assistance necessary for Buyer to patent the invention. Buyer shall pay to Seller all reasonable expenses incurred by Seller in connection with such patenting.

22.3 Seller shall give Buyer an irrevocable, royalty free, non-exclusive right to use all inventions made by Seller during execution of the Agreement and all inventions in Seller's possession to the extent necessary for the production, operation, maintenance or repair of the Goods.

22.4 Intellectual/industrial property rights to all other results derived pursuant to the Agreement, shall be the sole property of Buyer.

22.5 It is Seller's duty to ensure that there is no conflict between the Goods or its application and the rights of any third party. Seller shall indemnify Buyer from any claims resulting from the infringement of any rights of a third party.

23. EXPORT CONTROLS

23.1 Seller shall comply with any export/re-export regulations in force in Seller's country or the country of origin.

23.2 Seller shall notify Buyer if the Goods are subject to export restrictions and, at the request of Buyer, give a written statement as to which export restrictions apply and whether a (re-)export license is required for the country of destination in question.

23.3 Seller shall indemnify and hold Buyer harmless from any breach of export controls regulations in Seller's country or the country of origin caused by Seller's circumstances or by insufficient information from Seller.

24. HEALTH, SAFETY AND ENVIRONMENT

Seller shall comply with all applicable rules, regulations and standards regarding health, safety and environment and comply with all requirements from local authorities through all the production phases until the Goods have been delivered. Seller shall comply with requirements from Buyer and Buyer's customer regarding health, safety and environment.

Seller shall hold all necessary permits and comply with all requirements from public authorities for the preservation of the environment at all stages of production up to delivery of the goods.

25. HEALTH AND WORKPLACE SAFETY

25.1 Seller must make worker's safety a priority and provide workers a clean, safe and healthy work environment in compliance with all legally mandated standards for workplace health and safety.

25.2 Seller shall, in the course of supplying any goods or services to the Buyer at any premises, comply at all times with the Buyer and its clientele's policies and procedures governing access to such premises including any safety and delivery requirements that are applicable to the supply of the Good or Service.

25.3 The Seller shall meet all applicable workplace safety laws, regulations and codes with respect to the products or Services that it may supply from time to time to the Buyer and any of the Buyer's clientele.

25.4 Negligence on the part of the Seller's personnel or violations of any Buyer and its clientele policies and requirements as set out in the relevant contractual documents may give rise to termination.

25.5 The cost of complying with this clause shall be deemed to be included in the Price.

25.6 Seller shall notify Buyer promptly, and in any event within 30 days, after any accident or failure involving Seller's products or Goods that results in personal injury or damage to property and shall cooperate fully with Buyer in investigating and determining causes of such accident or failure.

26. MARKETING

Seller may not use any reference to Buyer in its marketing without the prior written consent of Buyer.

27. ASSIGNMENTS AND SUB-CONTRACTS

27.1 Seller may not assign the Agreement or any part thereof, or conclude any sub-contracts without the prior written consent of Buyer. Limited use of hired manpower, and minor purchases do not require Buyer's consent.

27.2 Buyer may assign, wholly or in part, its rights and obligations under this Agreement to a third party.

28. DRAWINGS

Seller shall ensure that all drawings and data used have been certified for construction and that Goods are manufactured according to such drawings and data or any subsequent revisions thereof

29. WAIVER AND AMENDMENT

Neither a waiver of any provision of the Purchase Order nor consent to any departure therefrom shall be effective unless given in writing by Buyer.

Except as provided by law or equity or elsewhere in the Purchase Order, none of the provisions of the Purchase Order shall be varied or amended without the prior written consent of the parties.

30. TIME

If at any time Seller discovers that the time of delivery will not be met, it shall notify Buyer within two (2) working days of discovery stating cause of delay and earliest possible delivery date. Buyer may thereupon (without prejudice to any other rights) terminate all or part of the Purchase Order.

If Seller is delayed in delivery of the Goods by unforeseeable occurrences or causes such as acts of God, state or nationwide strikes, fire or other causes of a similar nature beyond Seller's reasonable control, Seller shall notify Buyer within two (2) days of the commencement of each such occurrence or cause and request an extension of time. If approved by Buyer, any extension of time shall be granted in writing.

Seller shall not be entitled to and hereby waives any and all claims to increased compensation for/damages which it may suffer from any such unforeseeable causes.

31. EXPEDITING

Buyer shall be granted access to any and all parts of Seller's work premises and those of its sub-Sellers. Seller shall expedite all Goods ordered through sub-purchase orders on a regular basis and visit sub-Seller's facilities or premises when necessary.

32. RELATIONSHIP OF THE PARTIES

The relationship between Buyer and Seller is that of purchaser and vendor; the Seller shall under no circumstances be deemed to be agents or representatives of Buyer and Seller shall not enter into any



contracts or commitments in the name of or on behalf of Buyer, nor shall Seller bind Buyer in any respect whatsoever.

33. SELLER'S RESPONSIBILITY FOR ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS

The Seller, in performing its obligations under this Agreement, is acting as an independent contractor. All persons performing any obligations hereunder will be under the Seller's control and supervision. Personnel supplied by Seller hereunder are not Buyer's employees, personnel, or agents, and Seller shall assume full responsibility for their acts. Seller shall be solely responsible for payment of compensation to its employees, agents and sub-contractors assigned to perform any obligations hereunder and shall inform them that they are not entitled to any compensation from Buyer (including employee benefits).

34. RELIANCE CLAUSE

34.1 The Seller accepts that the Buyer, inter-alia, relies on the skill and judgement of the Seller in the description, quality, reliability, function and performance of the Goods/products to be provided, and on the judgement and skill of the Seller for any and all of the Services to be performed.

34.2 The supply of samples of products by the Seller to the Buyer shall not in any way prejudice or affect the reliance placed by the Buyer on the Seller as provided in this clause.

35. AUSTRALIAN LAW DISPUTES

35.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of New South Wales, Australia, excluding its conflict of laws principles. The United Nations Convention on Contracts for the international Sale of Goods of 1980 shall not be applicable.

35.2 Arbitration. Any disputes arising out of or in connection with this Agreement, including the disputes concerning its validity, interpretation or annulment, shall be settled through arbitration in accordance with the Australia Centre for International Commercial Arbitration ("ACICA") Arbitration Rules by one (1) arbitrator appointed by ACICA. The seat of arbitration shall be Sydney, Australia and shall be conducted in the English language.

All awards may if necessary be enforced by any court having jurisdiction in the same manner as a judgment in such court.

Both Parties agree that all arbitral proceedings conducted under this clause shall be kept confidential, and all information, documentation, materials shall be used solely for the purpose of those proceedings.

35.3 If Clause 35.2 requiring arbitration is consider invalid and a court has valid jurisdiction over the parties, then the parties agree that the District Court of New South Wales will have exclusive jurisdiction to determine all disputes and claims arising from, or in connection with this Agreement. Seller consents to the enforcement of a judgment rendered in such court in any action between the parties.