

Legrand Australia Standard Terms and Conditions of Purchase

1. Interpretation

1.1 In these terms and conditions:

- (a) "Legrand Australia" means Legrand Australia Pty Ltd and any of its related bodies corporate.
- (b) "Seller" means the seller of the Goods.
- (c) "Goods" means the products and including any Software and, if any, services ordered by Legrand Australia from the Seller.
- (d) "Order" means the order for the Goods placed by Legrand Australia
- (e) "Agreement" means the agreement between the Seller and Legrand Australia set out in the Order and these terms and conditions.
- (f) "Law" means all legislation, regulation or other subordinate legislation and other than in civil law jurisdiction common law.
- (f) "Privacy Law" means the *Privacy Act* (Cth) 1988 and any other privacy legislation in the Seller's jurisdiction or otherwise to which the parties are subject.
- (g) "Intellectual Property Rights" means any intellectual property right, including but not limited to:
 - (i) patents, copyright, rights under the Circuit Layout act 1989 (Cth) (and equivalent right outside Australia in circuit layouts), registered designs, trade marks, know-how, trade secrets and any rights to have any confidential information kept confidential; and
 - (ii) any licence or other application or right to use, or grant the use of or apply for registration of, any of the rights referred to in paragraph (i).
- (h) "Software" includes but is not limited to software programmes, source code, object code, scripts, executables, files, libraries and any related documents.

2. General

2.1 In consideration of Legrand Australia agreeing to place an Order with the Seller for the Goods, the Seller agrees that these terms and conditions shall apply to and be incorporated into the Order. To the extent permitted by Law, other than these terms and conditions, any conditions or other terms which are set out in any offer, purchase order or other document submitted by or on behalf of the Seller are expressly excluded. Modification of these terms and conditions expressed in any document of the Seller does not apply to an Order unless expressly accepted in writing by Legrand Australia.

2.2 Where the Order relates to Goods the subject of a contract between the Seller and Legrand Australia, the terms of that contract shall apply to the extent of any inconsistency with these terms and conditions.

3. Alterations

3.1 No changes to this Order are to be made by the Seller without the written agreement of Legrand Australia.

4. Price

4.1 This Order is placed on a firm price basis and is not subject to increases in price without Legrand

Australia's prior approval in writing and unless the Order expressly provides otherwise includes all charges, Taxes (including GST, VAT, sales tax, use tax or any tax analogous thereto), excises, duties, insurance, freight and delivery costs to the delivery address stated in this Order and the off-loading of the Goods by the Seller at delivery address and all amounts payable by Legrand Australia for the use or enjoyment of any patents, copyright, registered design, trademarks and other Intellectual Property Rights.

4.2 All invoices for the Goods must meet the requirement of a valid tax invoice under the applicable Law and must include Legrand Australia's company details, the Order number, delivery date, detailed description of the Goods, the price broken down to reflect the same price components on the Order and set out the amount of any applicable Tax.

4.3 Unless otherwise agreed in writing by Legrand Australia, or provided herein, the Seller's tax invoice for the Goods is payable within the period stipulated on the Order or if no period stipulated within 60 days from the end of the month in which the tax invoice was received by Legrand Australia except where Legrand Australia is required by the applicable Law to pay within a shorter time frame in which case Legrand Australia shall pay within that time frame.

4.4 Without limiting its other rights, Legrand Australia is entitled to set off from any amount payable to the Seller any amount the Seller owes to Legrand Australia, whether under this Agreement or otherwise.

4.5 In the event any dispute arises in relation to the Goods, to the extent permitted by the applicable Law, Legrand Australia may withhold payment for the Goods until the dispute has been resolved.

5. Tariff Concessions

5.1 If the Goods are being imported into Australia and a tariff concession is available to the Seller, the Seller must take all reasonable steps to obtain the tariff concession in respect of the Goods. If a tariff concession is available to Legrand Australia, the Seller must supply all documentation and do all reasonably requested by Legrand Australia to assist it in obtaining a tariff concession in respect of the Goods

6. Warranties

6.1 The Seller warrants that the Goods:

- (a) match the description of the Goods in the Order.
- (b) are fit for the purpose for which goods of the same kind are commonly supplied and any other purpose made known to the Seller;
- (c) are of merchantable quality and to be free from defect in material and workmanship;
- (d) comply to any sample of the Goods provided to Legrand Australia;
- (e) are in accordance with and conform to any specifications, drawings, samples or other description (if any) furnished by Legrand Australia to the Seller. Any in-progress inspection by Legrand Australia's employees or agents or other representative does not affect this requirement.

(f) are made with new high quality materials and are free from any hazardous substances;

(g) comply with all applicable standards, safety standards, laws and regulations of Australia and any other country to which the Goods are being delivered;

(h) are made with a high level of care, skill and diligence and in accordance with industry best practices;

(i) are free from any lien, charge or encumbrance of any kind, third party rights or claims;

(j) do not infringe any Intellectual Property Rights and that the promotion, sale and distribution of the Goods by Legrand Australia or the Seller shall not infringe any trade mark, patent, registered design, copyright or similar or other industrial commercial property rights of any person, nor give rise to payment by Legrand Australia or any other person of any royalty to any third party or to any liability to pay compensation.

(k) carry a manufacturer's warranty which complies with all applicable Laws and which passes on to Legrand Australia and to its customers from Legrand Australia without liability to Legrand Australia. The Seller must assign to Legrand Australia at the request of Legrand Australia the benefit of any warranty or guarantee that the Seller has received from any supplier (whether under contract or by implication or operation of Law).

6.2 The Seller warrants:

(a) the Seller, its officers, employees, agents and contractors have the necessary skill, experience and ability to properly fulfil the Seller's obligations under each Order.

(b) all services provided by the Seller will be performed with a high level of skill, care and diligence and in accordance with industry best practices and in accordance with all relevant standards, laws and regulations. The Seller acknowledges that Legrand Australia is relying on the Sellers' skill care and diligence in carrying out such services.

(c) the Seller has all consents, licences or permits required for the supply of the Goods to Legrand Australia.

(d) this Agreement does not breach any laws, regulation or policy in the Seller's jurisdiction.

6.3 The warranties given by the Seller under this clause are in addition to and shall not derogate from any conditions or warranties of the Seller implied by any relevant Law.

6.4 The Seller acknowledges that Legrand Australia has entered into this Agreement in reliance of the representations and warranties in this clause. For the avoidance of doubt a breach of any of the warranties set out in this clause will be a material breach of this Agreement.

7. Delivery, Inspection and return

7.1 The Seller must deliver the Goods to the delivery address and within any time specified in the Order or as directed by Legrand Australia and in this respect time shall be of the essence.

7.2 The Seller must ensure that a delivery docket which includes Legrand Australia's Order number and any other information required by Legrand Australia is provided to Legrand Australia with the

Goods. Legrand Australia may refuse to accept delivery of Goods without such delivery docket.

7.3 Legrand Australia may inspect the Goods at its discretion before or after delivery and the Seller must facilitate such inspection on request by Legrand Australia.

7.4 All Goods are received subject to inspection by Legrand Australia. Signed delivery dockets or payment for the Goods does not mean acceptance by Legrand Australia of Goods delivered.

7.5 If on inspection Legrand Australia considers the Goods do not conform to the Order or the requirements of this Agreement or are otherwise defective Legrand Australia may reject the Goods.

7.6 Legrand Australia shall notify the Seller if the Goods are rejected pursuant to clause 7.5, and hold such Goods for the Seller's instructions and at the Seller's risk for a reasonable period not exceeding 60 days. If the Seller's instructions are not received within that period, Legrand Australia may return the Goods to the Seller's premises at the Seller's expense and risk and any expense incurred by Legrand Australia in such return is payable forthwith by the Seller and may be set off by Legrand Australia against any moneys otherwise due by Legrand Australia to the Seller.

7.7 For local suppliers delivery of goods is deemed only to have occurred after unloading to Legrand Australia's delivery address and acceptance of the Goods by Legrand Australia in accordance with this clause 7.

7.8 For International suppliers, delivery is deemed to have occurred as a result of the relevant Incoterm on the Order or as agreed in writing between the parties being completed by the Seller.

7.9 The Seller must notify Legrand Australia as soon it becomes aware that it may not be able to deliver the Goods by the time specified in the Order.

8. Royalties

8.1 Goods are for the use or or re-sale by Legrand Australia or its associated companies and may be incorporated in any products (whether owned or used or possessed or manufactured by Legrand Australia). The Seller is not entitled to and must not make any claim for royalties or other additional compensation from Legrand Australia by reason of or connected with such use, re-sale or manufacture.

9. Intellectual Property Rights

9.1 Legrand Australia retains all Intellectual Property Rights in any specifications, technical data, drawings, designs, and other materials provided by Legrand Australia in connection with an Order ('Legrand Australia Intellectual Property').

9.2 Legrand Australia grants the Seller a non-exclusive, non-transferable licence to use Legrand Australia Intellectual Property solely for the purpose of fulfilling an Order.

9.3 To the extent that any Goods (including any Software), are created or modified in accordance with Legrand Australia's specific requirements and/or technical or functional specifications then all Intellectual Property Rights arising out of or created during the performance of the Order shall be the property of and belong to the Legrand Australia. The Seller shall take any action required by Legrand Australia to give effect to this clause, including obtaining any assignment from its employees or a third party and shall execute such documents as are required to give effect hereto and shall assist in the defence of any proceedings against Legrand Australia.

10. Special dies, etc to remain Legrand Australia's property

10.1 Special dies, tools, patterns and drawings (each a "tool") used in manufacture of the Goods, the cost of which is met by Legrand Australia, remain Legrand Australia's property whether during or after the termination of this Agreement.

10.2 The Seller must keep the tools in good condition and when necessary maintain the tool without expense to Legrand Australia.

10.3 The Seller agrees that it will not use any tool in the production, manufacture or design of any other articles, nor of larger quantities than those required on this Order, except with Legrand Australia's prior written consent and at the termination of this contract each tool must be disposed of as Legrand Australia directs.

10.4 While the Seller is in possession of Legrand Australia's tools, it acknowledges that it is a bailee of them and owes to Legrand Australia the duties, responsibilities and liabilities of a bailee.

11. Confidential Information

11.1 The Seller must keep confidential the terms of the Order and any confidential information of Legrand Australia including relating to: the Goods or work made or done according to Legrand Australia's design or specifications or developed for Legrand Australia or at the direction of Legrand Australia, and any original or copy of designs or specifications supplied by Legrand Australia that are held by the Seller on Legrand Australia's behalf, and business data or other commercially valuable information. The Seller must not be disclosed Legrand's confidential information or furnished it to any other person, firm or government without Legrand Australia's prior written consent unless required to do so by Law. The Seller must take all reasonable precautions to protect such confidentiality of Legrand's confidential information.

12. Packing costs and standard

12.1 The Seller must bear the costs for all labelling, wrapping, packing, cartons or crating of the Goods and the costs of return of any crating, and including any such costs claimed by their agents or suppliers, unless otherwise agreed in writing by Legrand Australia.

12.2 The Seller must ensure that all Goods are suitably packed or otherwise prepared for shipment so as to secure the lowest transportation and insurance rates and in accordance with carriers' requirements.

13. Advertising

13.1 The Seller must not, without Legrand Australia's prior written consent, in any manner advertise or publish the fact that the Seller has contracted to Legrand Australia with the Goods.

14. Delivery documents

14.1 The Seller must invoice Legrand Australia promptly, followed by monthly statements of account.

14.2 The Seller must dispatch packing lists, shipping documents and certified invoices to Legrand Australia's office by direct mail on the day of shipment unless a different method or date of dispatch (or both) is agreed by Legrand Australia.

15. Cancellations of Order

15.1 Legrand Australia may immediately cancel this Order for any reason by the giving of written notice to the Seller.

15.2 If this Order is cancelled under clause 15.1, the Seller shall:

- (i) immediately cease carrying out this Order;
- (ii) promptly return to Legrand Australia all property, documentation or information provided by Legrand Australia to the Seller in connection with this Order; and
- (iii) use its best endeavours to mitigate all costs in connection with the cancellation of this Order.

15.3 If this Order is cancelled under clause 15.1, the Seller shall only be entitled to claim from Legrand Australia the amount determined by Legrand Australia to be payable for any Goods already delivered to Legrand Australia up to the date of cancellation and the Seller shall not have and may not prosecute any claim whatsoever at law or in equity against Legrand Australia in relation to such cancellation including any claim for loss of profits, or direct or indirect damages or loss or for any loss of a consequential nature, or costs, losses, or expenses suffered or incurred by the Seller.

16. Termination for Breach

16.1 Without prejudice to any other rights or remedies to which it may be entitled, Legrand Australia may immediately terminate an Order by notice to the Seller if:

- (a) the Seller becomes or is in jeopardy of becoming insolvent or going to liquidation, having a receiver or administrator appointed to it or any part of its assets or it entered into any scheme or arrangement with creditors;
- (b) the Seller commits a breach of its obligations under this Agreement including but not limited to a breach of any warranty under clause 6;
- (c) If the Seller does not deliver Goods on time in accordance with an Order, Legrand Australia may cancel the Order in whole or in part. Legrand Australia will be deemed not to have waived any rights under this Agreement with respect to a delay

notwithstanding its failure to exercise its rights upon being made aware of the delay.

(d) In the event that Legrand Australia terminates an Order pursuant to this clause, without limiting any other rights it may have, Legrand Australia may at its discretion engage others to, or itself, carry out any part or the whole of the Seller's obligations under this Agreement and determine the reasonable costs so incurred by Legrand Australia and other costs, loss or damage sustained by Legrand Australia as a consequence and the same will constitute a debt due and owing by the Seller to Legrand Australia.

16.2 If Legrand Australia terminates an Order under this clause it will have the same entitlements and the Seller will have the same liabilities as each would at law, had the Seller repudiated the Agreement and Legrand Australia terminated this Agreement by acceptance of the Seller's repudiation.

16.3 Without limitations, the Seller must, in addition to any other liability, pay the costs of removing any defective Goods, or Goods not supplied in accordance with the Order or the terms and conditions of this Agreement or rejected by Legrand Australia pursuant to clause 7, from Legrand Australia's premises, including any the costs of packing, storage, transport or shipping .

17. Title and Risk

17.1 Risk and title to the Goods passes to Legrand Australia on delivery of the Goods in accordance with clause 7. The Goods are at the Seller's risk until such delivery occurs.

17.2 Nothing in the conduct of Legrand Australia or the transfer of property in the Goods (including delay that is or is not the fault of Legrand Australia or of any person who represents Legrand Australia) alters the incidence of risk under this clause.

18. Liability and Indemnity

18.1 To the extent permitted by law, the Seller must indemnify and hold harmless Legrand Australia, its directors, officers, employees and agents against all actions, claims, demands, damages, costs, charges and expenses with direct, indirect or consequential whatsoever brought or made against Legrand Australia or incurred by Legrand Australia in respect or as a result of: (i) any defective workmanship, quality, design or materials, including relating to any product recall or remedial action required; (ii) and any liability Legrand Australia may have as deemed manufacturer of the Goods under the *Competition and Consumer Act 2010 (Cth)* Australian Consumer Law (iii) infringement or alleged infringement of any form of Intellectual Property Right by the use or sale of the Goods or materials supplied to Legrand Australia unless to the extent that the infringement is due to the Seller having followed Legrand Australia's design or instruction; (iv) any injury loss or damage to persons or property caused by act, default or negligence of the Seller, its employees, sub-contractors or agents or by faulty design, workmanship or materials unless to the extent that the injury, loss or damage is caused by the negligence of Legrand Australia; (v) late delivery of the Goods; (vi) any failure by the Seller to comply with the provisions of this Agreement; (vi) all liabilities

of whatever nature which may at any time result from the wrongful acts or omissions of the Seller's employees or the employees of the Seller's sub-contractors.

18.2 To the extent permitted by law, Legrand Australia's liability to the Seller arising out of or in connection with this Agreement is limited to the total price payable under the Order. Legrand Australia will not under any circumstances be liable to the Seller for any loss of profit or indirect damages or loss or for any loss of a consequential nature whatsoever by the Seller.

19. Insurance (for Australia suppliers)

19.1 In addition to any insurance which the Seller is by Law obliged to effect, the Seller must procure and maintain at its own expense, with an insurer registered as an "Authorised Insurer" by the Australian Prudential Regulation Authority (APRA) as the regulating authority such policies of insurance, including:

(a) public liability insurance to cover loss or damage in relation to personal injury (including illness), or damage to property including property belonging to third parties;

(b) product liability insurance, to cover loss or damage in relation to defective Goods that cause personal injury, property damage and losses such as delay, recall and rectification costs in relation to defective Goods;

(c) professional indemnity insurance.

19.2 Each policy must be for an amount of not less than \$20 million (AUD) per occurrence for public liability insurance and in aggregate from product liability insurance. The Seller must ensure that Legrand Australia is named as or falls with the definition of an insured party in respect of any liability arising out of or by reason of the supply of the Goods.

19.3 The Seller must provide Legrand Australia copies of certificates of insurance for the insurances required by this clause if requested by Legrand Australia. The Seller is responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required of the Seller under this clause.

20 Imports and Embargoes

This section applies where the Seller undertakes import of the Goods it supplies to Legrand Australia or where our commercial arrangement is not restricted solely to the Australian market (Imports).

20.1 The Seller warrants and undertakes to Legrand Australia

(a) The Seller shall comply with all the import control regulations of Australia, New Zealand, France, the EU, and the USA and those of any other applicable jurisdiction and it shall obtain all necessary licences, shipping documents and authorisations required under such legislation in respect of such Imports.

(b) The Seller shall not Import or re-Import the Goods from a country that is subject to embargo or sanction without having obtained all necessary authorisations from Australian, New Zealand, French, European or American authorities, the United Nations or any other country or organisation that imposes such restrictions.

(c) The Seller shall not obtain supply of the Goods from parties, organisations or entities subject to embargoes, sanctions or other restrictions imposed by Australia, New Zealand, France, the EU, the USA, the United Nations or by any other country, or to parties, organisations or entities if there is reason to believe that they fail to fully comply with all applicable national or international regulations, sanctions and embargoes.

(d) The payments received for the Goods are not intended to be used in connection with any sectors or use that is banned or subject to restrictions under any applicable Laws, unless all required authorisation by the relevant bodies have been obtained.

(e) All transfer and receipt of funds by the Seller comply with all applicable national and international Laws.

(f) To enable authorities or Legrand Australia to conduct compliance audits, the Seller upon request by Legrand Australia, shall promptly provide Legrand Australia with all relevant licences and authorisations, information as to the identity of the supplier from whom the Goods are obtained, the destination and intended use of the payments for the Goods and the financial institutions or entities used to collect and issue payments.

(g) The Seller shall notify Legrand Australia if the Seller suspects that any person the Seller has obtained the Goods from may not be complying with any embargo, sanction or applicable Import control Law.

(h) Seller shall indemnify and hold harmless Legrand Australia from and against any and all claims, proceedings, actions, fines, losses, costs and damages arising out of or relating to any noncompliance by the Seller with any of the above undertakings or breach of any relevant Import control Laws or sanction or embargo.

20.2 The Seller's compliance with all the above undertakings is a condition of Legrand Australia continuing purchase the Goods from the Seller and Legrand has the right to suspend such purchase and terminate any agreement where we have a reasonable belief that the above undertakings are not being complied with or if any obligation under any agreement would constitute a breach of any national or international Law or any embargo or sanction and Legrand Australia shall have no liability to the Seller or any third party by way of damages or otherwise in respect of such suspension or termination.

21 Compliance with Anti-Bribery, Money Laundering and Corruption Legislation

21.1 The Seller represents and warrants that it will comply with all applicable Laws including but not limited to all anti-corruption, anti-bribery, anti-trust and anti-money laundering laws, export or embargo laws and other criminal laws, rules and regulations applicable to the Seller.

21.2 The Seller warrants to Legrand that it has not, and will not, make any payment or transfer of anything of value to any personnel of Legrand Australia, or any government representative, or to any representative of any company or business, to secure an improper advantage or benefit in relation to the matters contemplated by this Agreement.

21.3 Seller agrees to notify any breach of any term of this clause, to Legrand Australia within a reasonable time.

21.4 The Seller acknowledges and agrees that any breach of this clause by the Seller is deemed a material breach entitling Legrand to immediately terminate this Agreement pursuant to clause 16 and Legrand Australia shall have no liability to the Seller or any third party by way of damages or otherwise in respect of such suspension or termination.

22. Privacy

Seller shall comply with all applicable Privacy Laws in relation to all personal information it collects, uses, discloses, processes or controls in relation to this Agreement and shall take all appropriate measures required to protect against the unauthorised use, disclosure or loss of that personal information.

23. General

23.1 The Seller must not subcontract, assign or novate an Order or any obligations or rights under this Agreement without the prior written consent of Legrand Australia. Legrand Australia may assign or novate its rights under this Agreement at any time without notice to the Seller.

23.2 No neglect, delay or indulgence on the part of Legrand Australia in enforcing any of these terms and conditions will prejudice the rights of Legrand Australia or be construed as a waiver of any such rights.

23.3 Nothing in this Agreement shall be construed to create an employment or agency relationship, partnership or joint venture between Legrand Australia and the Seller.

23.4 If any part of these terms and conditions (including any provision, part, paragraph, phrase or word) is illegal, invalid or unenforceable it will be read down so far as necessary to give it a valid and enforceable operation or, if that is not possible, it will be severed from these terms and conditions, but in any event the remaining provisions will remain in full force and effect.

23.5 This Agreement and these terms and conditions are governed by and must be construed in accordance with the laws which apply in New South Wales, except for the *Sale of Goods (United Nations Convention) Act 1994* which is expressly excluded except that in the event the Seller is in a jurisdiction other than Australian and any part of these terms and condition is required by the Laws of the Seller's jurisdiction to be severed then the relevant terms of the United Nations Convention on Contracts for International Sale of Goods shall apply to replace the severed terms and conditions.. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales in respect of all matters or things arising out of these terms and conditions and any other provision of this Agreement.

23.6 The parties waive any right to have this Agreement and these terms and conditions translated from English to any other language. If they are subsequently recorded in any other language, the English language version shall prevail to the extent of any inconsistency.

23.7 Clauses 1, 6, 8, 9, 10.4, 11, 16.2, 16.3, 18, 19, 20.2, 21.4, 22, 23 survive the termination of this

Agreement as do any other provisions that by implication from their nature are intended to survive the termination and any rights and remedies accrued prior to termination.