

Terms + Conditions of Purchase

1. GENERAL

1.1. Every purchase order we issue (**Order**) is a revocable (unless otherwise expressly stated) offer by us to you to acquire goods and/or services from you which offer incorporates these terms and conditions (**Standard Terms**) and any additional written special conditions that we may include with our Order. If you accept our Order (expressly, impliedly, by conduct or otherwise), to the extent not previously revoked or withdrawn by us, a contract shall on each such occasion be thereby formed which comprises the terms of the Order, the Standard Terms and any such special conditions (**Agreement**). Any contrary or additional terms or conditions in a quote, offer document, proposal, counter offer, Order acceptance communication or any other document you provide to us are excluded and shall have no effect with respect to the Agreement between the parties (unless expressly incorporated by us in our Order when issued to you).

2. DELIVERY

2.1. You must supply the relevant goods and/or services as, where and when specified in the Agreement or as otherwise directed by us (at any time) in writing. You must keep us informed of any delays or other matter which may affect the delivery or supply of goods and/or services in accordance with the terms of the Agreement.

3. CANCELLATIONS

3.1. We may cancel an Order (in whole or in part) by written notice to you:

- 3.1.1. at any time prior to supply; or
- 3.1.2. after supply,

if goods and/or services are not in accordance with the Agreement (including where wrong quantities are delivered or supplied) or if you otherwise breach the Agreement. Cancellation of an Order (in whole or in part) in such circumstances shall have the effect of terminating the Agreement to the extent stated in the written notice, but without prejudice to antecedent rights arising before such termination.

4. QUALITY

4.1. You must, and all goods and/or services you supply must, strictly comply with all applicable laws, regulations, codes and Australian Standards, and with the terms of the Agreement (including any performance criteria, specifications, functionality or other requirements and service levels). They must also be free from defects in design, materials or workmanship.

4.2. Goods must be new, fit for the purpose for which they are acquired (whether by us or a relevant third party), free from damage and defects in workmanship and materials and of acceptable quality. Services must be performed to the highest standard of professional care and skill by appropriately trained and qualified personnel.

4.3. Without limiting clause 4.2, you hereby assign to us on a continuing basis the benefit of any warranty or guarantee given by the relevant manufacturer in respect of goods supplied.

4.4. We may reject goods or services which do not comply with the Agreement, even if we have previously inspected and/or accepted them. If goods are rejected, you must, at our option within 5 days:

- 4.4.1. replace, repair or re-supply the goods and/or services (as the case may be) at your expense; or
- 4.4.2. refund to us any amount we paid for the rejected goods and/or services.

5. PRICE + PAYMENT

5.1. The price payable by us to you for goods and services supplied by you is the price stated in our Order.

5.2. Unless the Order expressly states otherwise, it includes:

- 5.2.1. any applicable GST; and
- 5.2.2. all packing, insurance and delivery charges and all taxes and duties.

5.3. You may only invoice us after all goods and services comprised in an Order have been delivered or supplied to us and completed to our satisfaction. Your invoice must:

- 5.3.1. be correctly addressed;

- 5.3.2. identify the relevant Order number;
 - 5.3.3. be a valid tax invoice for GST purposes;
 - 5.3.4. where we request it, be accompanied by documentation substantiating the amount claimed; and
 - 5.3.5. include any required sub-contractor declaration required by law.
- 5.4. We will pay all correctly rendered and undisputed invoices within 45 days after receipt of your invoice.
- 5.5. If we dispute an invoice then:
- 5.5.1. payment shall be suspended until the dispute is resolved; and
 - 5.5.2. you must give us any information or document we request in relation to the invoice or the dispute.
- 5.6. As well as any of our other rights, we may deduct from your invoice any amount you owe us (including under any indemnity).

6. TITLE AND RISK

6.1. Title to and risk in goods supplied by you passes to us on delivery.

6.2. You warrant that:

- 6.2.1. you shall have, at the time of supply, full legal and beneficial ownership of the all goods supplied to us free of any encumbrances, liens, third party rights and security interests;
 - 6.2.2. we will receive clear and complete title to the goods upon delivery free from any encumbrances, liens, third party rights and security interests; and
 - 6.2.3. no claim of infringement of intellectual property or moral rights will be brought against us by your employees, agents, contractors or other third parties.
- 6.3. Any intellectual property rights created from your performance of the Agreement vest in and are assigned to us on creation.

7. MATERIALS

7.1. While any of our materials are in your possession, you must:

- 7.1.1. hold them solely as our bailee; store them securely and maintain them in good repair;
- 7.1.2. use them only for the purpose of performing the Agreement; and
- 7.1.3. return them to us on demand. No security interest or encumbrance may be created by you or any third person over or concerning our materials.

8. CONFIDENTIALITY

8.1. You must keep all information supplied to you concerning our business or affairs or those of our group companies and affiliates (**Confidential Information**) confidential and secret. Confidential Information includes, without limitation, information about our employees. You may not directly or indirectly disclose, use, record, memorise, make notes of, reverse engineer or copy our Confidential Information. Our Confidential Information may only be used to perform the Agreement, without our prior written approval. You must take all necessary steps to establish and maintain effective security measures to safeguard Confidential Information from unauthorised access, use, reproduction or disclosure. Confidential Information must be returned or destroyed upon demand by us.

9. PRIVACY

9.1. You must comply, and must ensure that your representatives (employees, officers, (sub-) contractors and agents) comply, with all applicable privacy and data protection laws.

10. INDEMNITY

10.1. You indemnify us, our officers, employees, agents, customers, related bodies corporate and affiliates and shall keep all such persons indemnified (for which third persons the benefit of this indemnity is held on trust by us) against all and any losses, damages, claims, expenses and liabilities incurred or suffered by any such person in connection with:

- 10.1.1. your performance or breach of the Agreement;
- 10.1.2. any goods or services you supply or procure in connection with the Agreement;
- 10.1.3. a claim by a third party that goods infringe the intellectual property or other rights of any person;
- 10.1.4. any negligent or wilful act or omission by you, your employees, agents or contractors;
- 10.1.5. the death or personal injury of any person or damage to property; and

10.1.6. any non-compliance (actual or alleged) with any law (including, without limitation, any laws relating to anti-trust, anti-corruption, bribery or export control).

11. INSURANCE

11.1. You must effect and maintain during the relevant term or duration of an Agreement and for a period of not less than 6 years thereafter:

- 11.1.1. product liability insurance cover for not less than \$20 million per claim;
 - 11.1.2. public liability insurance cover for not less than \$20 million per occurrence; and
 - 11.1.3. workers compensation and any other insurance required by law.
- 11.2. You agree to provide to us copies of your policies of insurance when requested by us.

12. SUB-CONTRACTING

12.1. You must not sub-contract the whole or any part of your obligations under the Agreement without our prior written approval, which we may grant or withhold at our sole discretion. You will remain principally liable for the performance of the Agreement and the acts and omissions of any sub-contractor.

13. TERMINATION

13.1. As well as our other rights, we may terminate an Order or Agreement (in whole or in part) if:

- 13.1.1. you fail to supply goods or service by the date required;
- 13.1.2. you breach the Agreement; or
- 13.1.3. you become or threaten to become insolvent or bankrupt or enter into a compromise or arrangement with creditors or any form of external administration.

14. COMPLIANCE

14.1. You undertake to comply (and secure compliance by your employees, agents and further business partners) with the Georg Fischer Code of Business Partners (see: <https://www.georgfischer.com/en/sustainability-at-gf/code-for-business-partners.html>) as well as with all applicable laws, ordinances, regulations, requirements and rules (in each case as may be amended or introduced from time to time). regarding anti-bribery and anti-corruption, anti-trust and fair competition, data protection, export control, environmental law, toxic or hazardous materials, occupational health, safety and security rules, in all jurisdictions relevant to the Agreement and as it may relate or concern any direct or indirect business relationship with us (or any of our group companies), in force at the time of the Agreement.

14.2. You undertake, in particular, to take all necessary measures to avoid any bribery and corrupt activities. You undertake and warrant to us that no payments of bribes or payoffs, facilitation payments, gifts or other illegal advantages (e.g. anything deemed or intended to gain an illegal advantage, to exert influence on business partners or politicians, administrators or judicial officers or persons or anything calculated or intended to secure or expedite the performance of a routine or necessary action) will be or have been offered, promised, given, solicited or accepted.

14.3. You shall obtain all necessary export licences for worldwide export at your own cost, if any goods or services (or any part) are subject to export control regulations.

15. MISCELLANEOUS

15.1. The Agreement may only be varied by the parties in writing.

15.2. You may not assign the Agreement (in whole or in part) without our prior written consent which we may grant or withhold at our sole discretion.

15.3. Each Agreement constitutes the entire agreement between the parties in relation to its subject matter.

15.4. The parties are independent contractors. No relationship of employment, agency, partnership or joint venture is created by the Agreement.

15.5. Any delay or failure by us to exercise a right under the Agreement is not a waiver of that right or any other rights.

15.6. If a provision of the Agreement is unenforceable for any reason, it shall be read down to the point of severance. The Agreement must not be construed to our disadvantage merely because we prepared it.

15.7. Time is of the essence with respect to the supply of all goods and services by you.

15.8. The Agreement is governed by the law of New South Wales, Australia. You submit to the exclusive jurisdiction of the courts of New South Wales and waive any right to claim that its courts are inconvenient forums.

16. DEFINITIONS + INTERPRETATION

16.1. In the Agreement:

16.1.1. the singular includes the plural and *vice versa*;

16.1.2. a person includes a firm, body corporate, unincorporated association or authority and reference to a person includes its executors, administrators, successors, substitutes and assigns;

16.1.3. a reference to \$ is a reference to Australian currency;

16.1.4. including and similar expressions are not words of limitation;

16.1.5. **us, we** or **our** means George Fischer Pty Ltd (ABN 37 001 686 399); and

16.1.6. **you** or **your** means the relevant supplier of goods and/or services detailed in our Order.