

## General Conditions for the Purchase of Products Flender Pty Limited (Australia) ; ABN 48 625 556 587

### 1. PREAMBLE

1.1. These General Conditions for purchase of Products ("General Conditions"), shall exclusively govern all purchases of Products (being goods and/or services) by Flender Pty Limited or any of its subsidiaries or affiliates (hereinafter "Purchaser") from any entity of the Supplier including any of its subsidiaries or affiliates (hereinafter "Supplier"). The Purchaser and the Supplier together and independently also referred as the "Parties" or the "Party".

1.2. Any amendment or modification of the General Conditions for Purchase shall not become binding unless agreed in writing and signed by the Parties.

1.3. In no event shall any trade practice, delivery condition, general conditions or other terms, even if they form the basis of a tender shall become binding unless otherwise agreed in a separate written agreement signed between the Parties.

1.4. Under no circumstances will the Purchaser acknowledge or agree to using the Supplier's terms and condition upon acceptance of the Supplier's Purchase order. The Purchaser reserves the right to void any Purchase Order should these terms not apply.

### 2. DEFINITIONS

2.1. "**Force Majeure**" means any events not within a Party's reasonable control including but not limited to any act of od, rainstorms, earthquake, fires, flooding, hurricane or other exceptional weather conditions or natural disasters, act of government or any authorities, non-issuance of licences, hostilities between nations, war, riot, civil commotions, insurrection, blockades, national emergency, explosion, acts of terrorism, attacks on IT systems, accidents, sabotages, strikes, lock-outs, infectious diseases, epidemics or pandemics, travel restrictions or travel warnings, embargoes or any other trade sanctions imposed by the European Union (EU) or the United States of America (U.S.) or any public authority within EU or U.S. territory or by the United Nations which, upon sole discretion of the Seller, may expose the Seller or any of its Affiliates to sanctions, penalties, loss of privileges or other acts or omissions of public authorities detrimental to the Seller or any of its Affiliates.

2.2. "**General Conditions**" shall mean these General Conditions for Purchase.

2.3. "**Order**" shall mean an Order issued by the Purchaser to the Supplier to deliver the Products or to provide services which shall be deemed to include at all times these General Conditions and any drawings, specifications and schedules attached thereto.

2.4. "**Price**" shall mean the Price of the Products as stated in the Order.

2.5. "**Products**" shall mean the Products to be supplied and any work or goods or services to be performed by the Supplier.

### 3. ACCEPTANCE OF ORDER AND GENERAL CONDITIONS

3.1. Acceptance of the Purchase Order shall be deemed to be an acceptance by the Supplier of these Conditions to the exclusion of any other terms supplied by or referred to by the Supplier (including in any acknowledgement of receipt or confirmation of Purchase Order), unless and to the extent that Purchaser expressly agrees in writing to the incorporation of such other terms or any variation of these Conditions.

3.2. If the Supplier commences work the Supplier shall be deemed to have accepted the Purchase Order and these Conditions notwithstanding any failure to provide written acceptance.

3.3. Order shall be written and will bind the Supplier. Any changes, readjustments or alterations by the Supplier to the Order shall be sent to the Purchaser within seven (7) days from the date of Order. No such changes shall be deemed to be accepted unless and until confirmed in writing by the Purchaser.

### 4. DOCUMENTATION AND TOOLS

4.1. Any commercial or technical documentation, whether written or oral, provided to the Supplier by the Purchaser before or after the date of Order, including but not limited to, drawings, calculations, illustrations, specifications remain the property of the Purchaser. Any such information shall be used exclusively for the purpose of the Order and may not be distributed to any third Parties by the Supplier without the prior written approval of the Purchaser. Any such information shall be returned or destroyed on Purchaser's request.

4.2. Any documentation delivered by the Supplier to the Purchaser shall be the property of the Purchaser and shall be free from any third-party rights and the Purchaser shall be free to transfer such material to its customers or end-users or other third parties.

4.3. Any technical documentation as well as design, manufacture, testing and inspection of the Products specified in the Order shall apply to deliveries. Should the Order fail to specify applicable technical standards or quality requirements, the standards and requirements commonly used in the Supplier's branch of industry shall apply.

4.4. Any tools used for delivery of products but originated from the Purchaser shall be purchaser's sole property. Supplier must use and store such tools with care and shall be responsible for any damage to such tools. All such tools shall be returned to the Purchaser at Supplier's cost immediately upon request.

### 5. PACKAGING

5.1. The Price of the Products includes all costs of packaging.

5.2. All Products shall be packed according to Purchaser's Order or other instructions. Packaging shall always prevent Products from any damage, deterioration or corrosion during transportation, unloading and storing of the Products. Supplier shall be responsible for all damages resulting from inadequate packaging.

5.3. All packages and containers shall be pro-environmental, and any recycling costs shall be paid by the Supplier.

5.4. All packages and containers are non-refundable, and any return of the packaging shall require a separate written Order.

5.5. Each packing slip, bill of lading, invoice, container, tag and correspondence shall bear the applicable Order number, product number, number of Products, Supplier's name and address, Purchaser's name and address and the location to which Products are to be shipped.

### 6. PRODUCTS AND QUALITY

6.1. All product information in the Supplier's commercial or technical quotations shall bind the Supplier and no changes for the specification, production locations, sub-contractors, manufacturing processes nor any raw material changes or any part thereof are deemed to be accepted without prior written consent from the Purchaser.

6.2. The Supplier agrees to measure the quality level of the delivered Products, and the Supplier is prepared to submit any such reports upon the request of the Purchaser. The Supplier agrees to inform the Purchaser without any delay on any relevant quality or design issues.

6.3. The Purchaser shall have the right to supervise any testing or manufacture of the Products with seven (7) days prior notice to the Supplier. The Purchaser shall have right to access to the Supplier's premises on this purpose. The Supplier shall inform the Purchaser in good time on any testing to be performed.

6.4. Should testing reveal that Products are not as agreed or do not correspond with the quality standards normally accepted within the line of industry in question, then the Supplier agrees to immediately improve the Products to reach the required standard. The Supplier shall then carry out new testing for the improved Products.

6.5. The Supplier shall bear all costs related to testing of Products.

6.6. If requested, the Supplier agrees to deliver product analysis certificates with the Products.

6.7. The Purchaser is not required, nor will it be liable to conduct incoming inspections to the Products when they arrive at the Delivery Point.

6.8. If any part of the Product is to be manufactured or performed by using any materials or assistance provided by the Purchaser, the Supplier shall be liable to inspect the correctness of such materials, assistance or similar. The Supplier shall be liable on all results unless the Supplier has notified the Purchaser in writing on any defects within the materials, assistance or similar.

6.9. The Supplier agrees that the Products delivered meet all requirements of applicable laws and regulations relating to the materials, procedures, manufacture, sale, handling, storage and transportation of the Products.

6.10. The Supplier agrees that its actions are not in contradictory to Purchaser's Code of Conduct. The Supplier also agrees to comply with all other applicable laws, regulations, international agreements and treaties, including but not limited to those related to the use of child labour, environmental issues and human rights.

## 7. VARIATIONS

7.1. The Purchaser shall have a right to require changes to the Products and delivery times until the Products have been delivered to the Purchaser.

7.2. The Supplier shall, as soon as possible after receipt of the Purchaser's request, inform the Purchaser in writing whether such modification is possible and the impact in price, timetable and other possible terms, after which the Purchaser may decide whether to carry out the variations or not.

7.3. The Supplier shall be responsible to carry out all variations which are results of the governing laws or regulations or their readjustments.

## 8. DELIVERY, DELAYED DELIVERY

Delivery under this clause shall mean

- a. in respect of Products – when the Products have been delivered during normal business hours to Site in accordance with the Order and accepted as received by the Purchaser; and
- b. in respect of services – when the Services have been performed in accordance with the Order; and
- c. in respect of both the Products and services – when all associated Documents and other information required to be delivered by the Supplier under the Order have been received by the Purchaser

8.1. The delivery period stated in the Order shall be binding. If no time of delivery is specified in the Order, then delivery shall be made without delay upon receipt of the Order.

8.2. The Purchaser is not obliged to take Products into possession before the agreed delivery period. Partial deliveries are not accepted, and the Purchaser is not obliged to take such deliveries into possession.

8.3. The Supplier guarantees the availability of the Products as long as the Purchaser wishes to purchase them. The Supplier agrees to deliver to the Purchaser at least the agreed minimum volumes of Products during the agreed periods. The Purchaser has no obligation to order any other volumes of Products.

8.4. The Supplier agrees to use the Purchaser's forecasts to determine manufacturing capacity for Products to be delivered to the Purchaser. The Supplier agrees to confirm without delay in writing to what extent it agrees to meet such forecasts. The Supplier understands that any forecasts shall not be considered as obligations to purchase to the Purchaser and shall not therefore be binding on the Purchaser.

8.5. In case of a potential or possible delay, the Supplier agrees to inform the Purchaser immediately in writing without delay of the reason and length of delay and propose a new time of delivery, subject to the Purchaser's acceptance. The Purchaser is not obliged to accept Supplier's proposal. Supplier's notification shall not have influence on

the imposition of liquidated damages for late delivery or other possible compensation. Liquidated Damages for late delivery shall be calculated from the original delivery date, or if an extension of time is granted, the revised delivery date

8.6. If any delivery is delayed or likely to be delayed due to reasons other than Force Majeure or an act or omission by the Purchaser, the Purchaser shall have a right to terminate the respective Order without any liability towards the Supplier, or alternatively, to demand immediate delivery of the delayed quantity at the Supplier's expense. The Purchaser is entitled to demand compensation instead of specific performance.

8.7. The Supplier shall, without any additional costs to the Purchaser, use its other potential delivery locations to avoid any delay. In case of a potential or possible delay or late delivery, the Supplier shall be obliged to deliver the Products with to quickest door-to-door transport with no extra cost to the Purchaser.

8.8. Should delivery of the Products be delayed; the Supplier shall pay the Purchaser liquidated damages amounting to one (1) % of the value of the Order value for each day of delay. Any amount of liquidated damages shall become due on demand of the Purchaser but shall not exceed 10% of the agreed price. Once the maximum amount of this delay has reached its maximum, the Purchaser shall be entitled to cancel the Order and to request the payment of liquidated damages for nonperformance in the amount of 10% of the agreed price

8.9. The Purchaser shall have a right to postpone deliveries.

## 9. TRANSFER OF TITLE AND RISK OF PRODUCTS

9.1. In the case of purchase of goods, the risk of loss of or damage to the goods transfers to the Purchaser at the moment of delivery, while in the case of goods being installed or assembled the risk transfers to the Purchaser at the moment of acceptance of the assembly or installation. In case of service, the risk shall pass upon Purchaser's written approval of the service in question.

9.2. Title to the Products shall pass to the Purchaser upon delivery.

## 10. DELIVERY TERMS

10.1. Any agreed trade term shall be construed in accordance with the INCOTERMS valid at the time of the Order.

10.2. The version to be applied shall be the version in force at the time of the sending of the Order.

10.3. Unless otherwise agreed in writing, the term of delivery shall be DDP (Incoterms 2020) Purchaser's premises stated in the Order.

## 11. PRICES AND PAYMENT

11.1. The Supplier shall only invoice the Purchase at the times or intervals set out in the Order or at such other times as otherwise agreed between the Parties. Subject to any contrary term of the Order the Purchaser shall pay the Supplier no later than 90 days after the Supplier's correctly rendered invoice.

11.2. Unless otherwise specified in the Order, prices:

- (a) are fixed and may not be varied without the prior written consent of Purchaser; and
- (b) are in Australian dollars and include all Government taxes, duties, excises, tariffs and charges (except GST).

11.3. Purchaser shall not be required to pay any invoice (or any part of the invoice) or reimburse the Supplier for any approved expenses unless Purchaser receives a correctly rendered invoice. An invoice will be correctly rendered if:

- (a) the work to which the invoice relates has been provided in accordance with the requirements of the Order;
- (b) the specified amount is correctly calculated and due for payment;
- (c) the invoice specifies the Purchase Order number, Product item number (if applicable) and all other relevant details requested by Purchaser and the invoice is set out in a manner that enables Purchaser to ascertain the Work to which the invoice relates and the amount payable in respect of such Work;
- (d) the invoice is accompanied (where necessary or where

reasonably requested by Purchaser) by verifying documentation;

- (e) the invoice reflects the Agreed Price or expenses which have been previously approved by Purchaser;
- (f) the invoice includes all information necessary for it to be used as a valid tax invoice for GST purposes (where the invoice includes an amount in respect of GST);
- (g) the invoice is forwarded to the correct Purchaser invoice address specified in the Purchase Order; and
- (h) the invoice is accompanied by a Subcontractor Statement in accordance with clause 8.10 (if applicable).

11.4. The Product's Price shall be the Price stated in the Order.

11.5. Changes in Prices are valid only if agreed mutually in writing.

11.6. The Supplier warrants that the Prices are no less favourable to the Purchaser than to those other customers with similar products in equal or lesser quantities.

11.7. As a result of significant decrease in the costs of labour, materials or other costs of manufacture the Parties are obliged at request of the Purchaser to negotiate for a corresponding decrease in the price of the products. Should the result of such negotiations fail to reflect the decrease of the costs, the Purchaser has a right to terminate any Orders without further liability to the Supplier.

11.8. If the Purchaser has made a claim against the Supplier under the General Conditions, the Purchaser may withhold any payment until such claim has been finally settled. The Purchaser is entitled to set-off any claims, which it may have against the Supplier.

11.9. Payment of an invoice by the Purchaser shall not be considered as an acceptance of delivery.

11.10. The Purchaser shall only be in delay upon receipt of a reminder after the due date of the payment obligation.

## 12. FORCE MAJEURE

12.1. Neither Party shall be responsible to the other for any delay or failure to fulfil any obligation for any damage caused by cases of a Force Majeure.

12.2. To effectively invoke Force Majeure a Party shall immediately notify the other Party in writing of the commencement and reason of any circumstances constituting force majeure and the presumed duration of such circumstance.

12.3. The Parties shall have right to terminate the Order if the force majeure last more than six (6) months.

## 13. WARRANTY

13.1. The Supplier represents and warrants that the Products supplied are:

- a. free from defects in material and workmanship,
- b. adhere to the specifications or quality requirements or other descriptions issued by the Purchaser,
- c. comply to all technical and commercial information issued by the Supplier
- d. fit for their purpose and transport,
- e. meet all applicable statutory requirements,
- f. provided with all licenses and permits required to perform its obligations under the General Conditions.

13.2. In the event that the Products delivered do not conform with the warranty, the Purchaser shall notify the Supplier of the non-conformity of the Product.

13.3. Upon the Purchaser's notice, the Supplier agrees without delay to rectify the Product, replace the Product or reperform the Product that fully satisfy the given warranty at no cost or expense to the Purchaser. If the Purchaser deems that the non-conformity is such that it does not completely prevent the utilisation of the Product, the Purchaser may rectify or replace the parts or use third party for such

work. In such case the Supplier agrees to compensate all Purchaser's reasonable costs. The Purchaser is not liable to return replaced Products or parts to the Supplier. The Purchaser may cancel Orders for similar products from the Supplier.

13.4. If the Supplier has delivered Products deemed to have similar non-conformities, the Supplier shall hold harmless the Purchaser to any third-Party claims and shall, at the Purchaser request, examine, and if necessary, replace those products without delay.

13.5. The warranty period shall be 18 months from the date of delivery or 12 months from the date of commissioning the Products, whichever is the earlier. In case of repairs or replacements of parts within the scope of warranty, the warranty period for the cured parts shall be an additional 12 months above and beyond the original warranty.

13.6. The Supplier shall affect and maintain sufficient insurance protection including but not limited to transport insurance, insurance of property, liability insurance and protection of his personnel in case of injury. The Supplier shall, at the request of the Purchaser, either present or within fourteen (14) days deliver to the Purchaser copies of insurance policies or other proof of existence of adequate insurance. The conditions above concerning insurances do not have effect on liabilities or compensation responsibilities stated in the Order or elsewhere in the General Conditions.

13.7. In case of similar defects arising in similar Products the Parties shall as soon as possible start internal investigation for the root cause of the defect causing such serial damage. In case the internal investigations have not revealed the root cause within thirty (30) days either Party has a right to nominate independent third party to investigate the root cause. Both parties shall assist the third party in its investigation. The Supplier agrees to investigate and rectify all similar Products delivered for the sake of the serial damage with no cost to Purchaser.

## 14. SUSPENSIONS AND CANCELLATION

14.1. The Purchaser may order the Supplier to suspend the Order at any time. Should such suspension last longer than three months, the Supplier may request the Purchaser to reimburse the Supplier for all reasonable and documented direct expenses caused by such suspension from that moment until the suspension of execution is over. Under no circumstances is the Supplier entitled to request the Purchaser to reimburse the Supplier for the profit lost or expenses incurred during the first three months of the suspension.

14.2. Either Party may cancel the Order in the event that the other Party enters into liquidation or an arrangement with its creditors or becomes insolvent.

14.3. Either Party is entitled to cancel the Order or part of it if the other Party is in essential breach of the Order and fails to remedy such breach within thirty (30) days from the written notice of the other Party.

14.4. The Purchaser is always entitled to cancel the Order in case of late deliveries or continuous material defects in Products.

## 15. INDEMNITY AND LIABILITY

15.1. The Supplier releases and indemnifies Purchaser and Purchaser's Personnel ("Indemnified Parties") from and against all Loss and Claims, suffered or incurred by the Indemnified Parties to the extent caused or contributed to by

- a.) the performance or non-performance of the Work or any act, omission or negligence by the Supplier or the Supplier's Personnel; or
- b.) any Claim by a third party arising out of or in connection with the performance or non-performance of the Work or any act, omission or negligence by the Supplier or its Personnel including any Loss or Claim arising out of:

- (i) breach of contract or warranty;
- (ii) breach of any Laws;
- (iii) personal injury, disease, illness and/or death;
- (iv) loss of or damage to property;
- (v) tort (including negligence), fraudulent or wilful misconduct; or
- (vi) breach of confidentiality, infringement of third-party IP Rights or infringement of any author's moral rights but the indemnity shall be reduced proportionately to the extent that the Loss or Claim by the Supplier or the Supplier's Personnel was caused by the negligence of the Indemnified Parties.

15.2. The indemnity in this clause shall survive the expiration or earlier termination of these General Conditions.

15.3. Except to the extent that liability cannot be legally limited or excluded:

- a.) The Purchaser's total liability out of or in relation to the General Condition shall not exceed the Agreed Price; and
- b.) Purchaser shall not be liable for indirect or consequential loss or damage, economic loss, loss of profit, loss of revenue, loss of contract, loss of production or production stoppage, or loss of data and this limitation and exclusion of liability applies whether the liability claim is based upon breach of contract, tort (including negligence), under a warranty or an indemnity, under statute, in equity or otherwise.

## 16. INTELLECTUAL PROPERTY RIGHTS

16.1. If any claim is made against the Purchaser that the Product infringes industrial or intellectual property rights of any third person, the Supplier shall defend and hold harmless the Purchaser against all loss, damages, costs and expenses incurred by Supplier in connection with the claim.

16.2. The Supplier grants the Purchaser an irrevocable, non-exclusive, transferrable, sub-licensable and worldwide license to use, copy, manufacture, modify and upgrade any intellectual property attached to the Product or any tools used for the delivery.

## 17. AUDITS

17.1. Subject to the Supplier's rights to keep proprietary information confidential, the Purchaser, the purchaser's customers, customer representatives and/or type approving/certifying authorities are, together with a representative from the Purchaser, entitled to carry out quality audits of Supplier within relevant areas. This entitlement is subject to such third parties not being competitors of the Supplier, and that such third parties, to the extent required by the Supplier, undertakes reasonable confidentiality obligations towards the Supplier.

## 18. WORK SAFETY

18.1. The Supplier shall be fully liable for the safety of its employees or its sub-suppliers. In case the delivery of Products requires work to be made outside the Supplier's premises, the Supplier shall be fully liable for its employees or sub-suppliers with respect to work safety and shall hold the Purchaser harmless for any work safety issues or claims.

## 19. APPLICABLE LAW AND DISPUTES

19.1. Terms and Conditions shall in all respect be governed and interpreted in accordance with the substantive law of the State of NSW, Australia

19.2. If any dispute or difference occurs between the Parties arising out of or in relation to the Order ("Dispute"), either Party may give written notice of that Dispute to the other Party, giving details of the subject-matter of the Dispute ("Notice of Dispute").

19.3. Upon giving a Notice of Dispute, the following shall apply:

- (a) the Dispute shall be submitted for negotiation by the management representatives of the Parties who have the authority to resolve the Dispute;
- (b) if within 14 days of the giving of the Notice of Dispute, the Dispute has not been resolved between the appointed management representatives to the satisfaction of both Parties, the Dispute may be referred by either Party to the respective Chief Executive Officers of the Parties or their respective senior management delegates who have the authority to resolve the Dispute;
- (c) if within 28 days of the giving of the Notice of Dispute, the Dispute has not been resolved, then either Party may refer the Dispute to mediation by a mediator agreed by the parties, or failing agreement by a mediator appointed by the Chair of the Resolution Institute in Australia
- (d) if the Parties fail to agree upon the appointment of an arbitrator within 42 days of the giving of the Notice of Dispute, the appointment will be made by the Chair for the time being of the Resolution Institute, unless otherwise agreed by the Parties.

19.4. The award of the arbitration shall be final and binding on both Parties in accordance with the applicable legislation applying to Commercial Arbitrations and judgment may be entered in any court having jurisdiction.

19.5. A reference to arbitration under this clause shall not relieve the Supplier of any obligations under these General Conditions, including, if and so far as is reasonably practicable, the obligation to take steps necessary during arbitration proceedings to ensure that the progress of the clause will be maintained.

19.6. Nothing in this clause shall prejudice the right of a Party to seek urgent injunctive or declaratory relief in respect of a Dispute under this clause or any matter arising out of or in connection with these General Conditions.

## 20. CONFIDENTIALITY

20.1. The Supplier shall keep confidential and not to use for any other purpose or disclose to any third party any technical, business related, financial or company information of the Purchaser, provided however that this restriction does not apply to any confidential information that is or becomes generally known to the public, except as a result of any fraudulent activities by the Supplier or any of its representatives.

20.2. If the Parties have signed a separate confidentiality agreement, such an agreement shall apply in addition to this paragraph.

## 21. COMPLIANCE OF SANCTIONS

21.1. The Purchaser's obligation to fulfil these General Condition and any Orders hereunder is subject to the proviso that the fulfilment is not prevented from any impediments arising out of national or international foreign trade or customs requirements or any embargos or other sanctions.

21.2. The Supplier shall comply with all applicable export control, customs and foreign trade regulations (hereinafter referred to as "Foreign Trade Regulations"). The Supplier shall advise the Purchaser in writing as early as possible but no later than four weeks prior to the Delivery Date and without undue delay in case of changes, of all information and data required by the Purchaser to comply with all Foreign Trade Regulations for the delivery of the goods and services applicable in the countries of export and import as well as re-export in case of resale. In any case the Supplier shall provide the Purchaser for all Goods and Services with the following:

- the Export Control Classification Number according to the U.S. Commerce Control List (ECCN) if the Product is subject to the U.S. Export Administration Regulations; and
- all applicable export list numbers; and

- the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
- the country of origin (non-preferential origin); and
- upon request of Purchaser: supplier's declaration for preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers) (hereinafter referred to as "Export Control and Foreign Trade Data").

21.3 The Supplier hereby represents and warrants that it is not listed on any applicable restricted party list, e.g., those of the EU, USA or UN, and is not under the direct or indirect control of any such party.

21.4 The Supplier warrants that all iron and steel products delivered from third countries to Purchaser Group entities in the EU or the United Kingdom beginning with CN codes 72 or 73 or incorporating iron or steel products beginning with such CN codes, neither originate from nor have been exported from the Russian Federation.

21.5 The Supplier shall indemnify the Purchaser against, and hold it harmless from, any claims, damages, costs, expenses, liabilities, loss, claims or proceedings whatsoever arising out of, or in connection with, any breach by the Purchaser of its obligations as set forth in this export control clause.

## 22. ANTI-CORRUPTION

22.1. THE SUPPLIER DECLARES AND UNDERTAKES THAT IN RELATION TO THE PERFORMANCE OF THESE TERMS AND CONDITIONS:

22.2. It has not offered or given, and will not offer or give, directly or indirectly, any bribe or other improper benefit or advantage, financial or otherwise, including gifts and hospitality (other than gifts and hospitality which are reasonable and proportionate), to any individual or organization for the purpose of influencing or rewarding the improper performance of any function or activity by such individual or organization or, without limitation to the foregoing, otherwise has not bribed and will not bribe another person in connection with the performance or proposed performance of any function or activity; or

22.3. It has not demanded or accepted, and will not demand or accept, directly or indirectly, any bribe or other improper benefit or advantage, financial or otherwise, including gifts and hospitality (other than gifts and hospitality which are reasonable and proportionate), for itself or any individual or organization intending as a consequence to perform or procure the performance improperly of any function or activity or, without limitation to the foregoing, otherwise has not been and will not be bribed in connection with the performance or proposed performance of any function or activity; or

22.4. It has not offered or given and will not offer or give any financial or other advantage, including excessive gifts and hospitality (other than gifts and hospitality which are reasonable and proportionate) to any public official wherever located (including, without limitation, any person who holds a legislative, administrative or judicial position in any country or territory or who exercises any public function on behalf of either that country or territory or any public agency or enterprise of that country or territory) with the intention of obtaining or retaining business or an advantage in the conduct of business, or;

22.5. The Supplier shall inform the Purchaser in advance of any sub-contractor, sub-agent, sub-representative, sub-consultant or any similar third party which the Supplier intends to use to perform or assist in the performance of these General Conditions.

22.6. The Supplier shall put in place and maintain adequate procedures to ensure that no person associated with The Supplier, being any person (including for these purposes any employee, sub-contractor, sub-agent, sub-representative, sub-consultant or subsidiary) who performs services for the Supplier, ("associated person") commits a prohibited act. The Purchaser shall be entitled to audit the Supplier during normal working hours to ensure that this

clause is being complied with. The Supplier will co-operate in any anti-corruption investigation undertaken by or on behalf of the Purchaser.

22.7. If the Supplier (or any associated person) commits any prohibited act or fails to comply with these clauses, then the Purchaser shall be entitled to terminate this agreement with immediate effect by way of written notice.

22.8. Any termination of these Terms and Conditions shall be without prejudice to any right or remedy which has already accrued, or subsequently accrues, to the Purchaser. The Supplier shall not be entitled to payment of any compensation of any damages or nature whatsoever in the event the Purchaser terminates this agreement pursuant to breach of these obligations and shall forfeit any amounts otherwise owed to it pursuant to the agreement, at the time of termination.

22.9. The Supplier shall at all times, during and after the term of these Terms and Conditions, on written demand indemnify the Purchaser and keep the Purchaser indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Purchaser as a consequence of the Supplier or an associated person committing a prohibited act or failure by the Supplier to comply with these clauses

## 23. GENERAL

23.1. The Supplier shall obtain a prior acceptance of the Purchaser for the use of any sub-contractors. The Purchaser shall have the right to decline the use of sub-contractors provided that it may be assumed, that such sub-contractors are unable to fulfill the quality, or any standards required by the Purchaser. The Supplier shall bear full responsibility for any delivery or performance of its sub-contractors.

23.2. If any provision of the General Conditions shall be held to be invalid, illegal or unenforceable, that provision shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.