

## 1. DEFINITIONS AND FORMATION OF CONTRACT

- 1.1 In these terms:  
"Edwards" means Atlas Copco Australia Pty Ltd, ABN 85 620 125 153, trading as Edwards Vacuum Australia or any Related Body Corporate of Atlas Copco named in the Purchase Order.  
"Edwards Property" means materials, equipment, tooling or other property belonging to Edwards or for which Edwards is responsible.  
"Conditions" means the terms and conditions set out herein.  
"Contract" means the terms and conditions for the supply of Goods and/or Services to Edwards, as set out in the Purchase Order for such Goods or Services, and these Conditions. If there is inconsistency between the terms of the Purchase Order and these Conditions, the former shall prevail.  
"Goods" means the goods described in a Purchase Order and shall include any documentation (in any form) provided (or made available) with any Goods..  
"Purchase Order" means Edwards official purchase order to which these Conditions are annexed issued by Edwards to the Supplier and shall include the Conditions and any drawings, schedules, Specifications and other attachments thereto.  
"Services" means the services described in a Purchase Order and shall include deliverables provided as part of performing any Services and/or include any documentation (in any form) provided (or made available) with any Services.  
"Specification" means the specifications for the Goods and/or the Services as set out or referenced in a Purchase Order.  
"Supplier" means the company or person to whom a Purchase Order is addressed.
- 1.2 A Contract shall be formed on acceptance of the Purchase Order by the Supplier.
- 1.3 Any of the following acts shall constitute conclusive acceptance by the Supplier of the Purchase Order and the Conditions; any written (including electronic) or oral acceptance, or commencement of the supply of Goods or performance of the Services.
- 1.4 Notwithstanding any other clause or provision in this Contract, the Purchase Order or otherwise, any provision of Goods ordered and/or commencement of Services by the Supplier is done so, strictly in accordance with these Conditions and the Contract and any terms and conditions supplied or communicated by the Supplier are expressly rejected. This applies even if there is wording in any of the Supplier's terms, conditions or communications that provide that Edwards is deemed to have accepted such terms or conditions if Edwards does an act, such as (but not limited to) providing goods, accepting an order, or accepting payment, and Edwards performs such act.
- ## 2. INSPECTION, DELIVERY AND PERFORMANCE OF GOODS
- 2.1 The Supplier grants Edwards the right to inspect any Goods at any time prior to delivery at Supplier's premises or elsewhere. The Supplier shall give Edwards reasonable advance notice of when any completed Goods will be ready for inspection. Inspection by Edwards of any Goods shall not relieve the Supplier of responsibility or liability for those Goods and shall not imply acceptance thereof. Edwards shall be entitled to waive such right of inspection prior to delivery, without prejudice to its right to reject Goods after delivery.
- 2.2 Supplier shall deliver the Goods in accordance with (i) the prices and delivery schedules stated in Purchase Order and (ii) Incoterms 2010 DDP the site specified in the Purchase Order and (iii) the Contract.
- 2.3 Delivery dockets, including the following information, shall accompany all Goods: Purchase Order number, description of Goods and name of Supplier, unit of measure specifying volume, quantity and delivery point for the Goods.
- 2.4 Title to all or any part of the Goods and/or Services shall pass to Edwards on the earlier of (i) payment for such Goods or Services or part thereof; and (ii) delivery of such Goods or Services. Where title to all or any part of the Goods has passed to Edwards but the Goods remain in possession of the Supplier, the Supplier shall clearly label the Goods as the property of Edwards and store the Goods separately from all other goods.
- 2.5 All Risk in any Goods remains with the Supplier until it is delivered (undamaged) to Edwards or any other location nominated by Edwards, in writing. To avoid doubt, the Supplier is and shall be liable for any form of transit damage to the Goods or any component of the Goods.
- 2.6 Edwards may reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have

- accepted any Goods, notwithstanding that Edwards has paid for the Goods, until Edwards has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.
- 2.7 Without prejudice to any other rights Edwards may have under the Contract or otherwise, if the Supplier fails to deliver the Goods in accordance with the terms of the Contract or Edwards rejects the Goods pursuant to Condition 2.6, then Edwards shall be entitled, at its option, to:
- 2.7.1 require the Supplier, at its cost, to remove, repair or replace the undelivered or rejected Goods, as expeditiously as reasonably practicable which Goods shall then immediately be held at the risk of the Supplier; and/or
- 2.7.2 obtain replacement goods from a third party and be reimbursed on demand by the Supplier for all related reasonable costs and expenses; and/or
- 2.7.3 terminate the Contract forthwith and refuse to accept any further consignment of Goods under the Contract; and/or
- 2.7.4 suspend the Contract and refuse to accept any further delivery of Goods from the Supplier.
- 2.8 The Supplier shall comply with all package specifications issued by Edwards from time to time and the majority of all packaging supplied by the Supplier shall be recoverable or recyclable and, if requested by Edwards, collected from Edwards free of charge.
- 2.9 Edwards reserves the right to call for certificates of raw materials and test certificates for materials and equipment used in the manufacture of the Goods.
- ## 3. PERFORMANCE OF THE SERVICES
- 3.1 Without prejudice to any other rights Edwards may have under the Contract or otherwise, if the Supplier fails to perform the Services in accordance with the terms of the Contract and by the specified date or Edwards rejects the Services, then Edwards shall be entitled, at its option, to:
- 3.1.1 require the Supplier, at its cost, to re-perform the Services as expeditiously as reasonably practicable; and/or
- 3.1.2 obtain services from a third party and be reimbursed by the Supplier for all related reasonable costs and expenses; and/or
- 3.1.3 terminate the Contract forthwith and refuse to accept any further performance of Services under the Contract.
- 3.2 If the Supplier's employees are required to work on a Edwards site:
- 3.2.1 Materials used are at the Supplier's risk until acceptance by Edwards.
- 3.2.2 The Supplier shall be responsible for the safe keeping of all property belonging to it or within its control including, without limitation, plant, equipment, tools and documents and shall ensure that the same are properly maintained and are in good working order and repair and are accompanied by all necessary certificates and records. The Supplier shall perform the Services to ensure that all such property is handled and stored in such a manner so that it does not cause injury, loss or death to persons or loss or damage to property.
- 3.2.3 The Supplier shall be responsible for ensuring at its own cost that all personnel engaged in the Services are supplied with and wear all safety gear and protective clothing appropriate to the Services to be provided. The Supplier shall not use any tools, equipment or other property belonging to or within the control of Edwards without the written consent of Edwards. In the event that the Supplier uses such property, the Supplier will be responsible for its use and safekeeping.
- 3.2.4 The Supplier shall comply with Edwards' Policies, Rules and Regulations at Edwards' sites, details of which will be made available. A permit to work must be obtained from Edwards prior to commencement of any work on site. Particular attention must be paid to the site safety rules, "No Smoking" requirements and other warning signs. The Supplier's employees shall attend such safety training as may be required by Edwards.
- 3.2.5 Edwards shall have the right to request the removal of any individual working at an Edwards' site without giving any reason.
- 3.2.6 The Supplier shall at its cost, when required by Edwards, carry away all unwanted material arising from the execution of any works by the Supplier, and shall at all

times leave the site clear and tidy to Edwards' satisfaction. In carrying out these duties the Supplier shall comply with all relevant legislation, including environmental and waste disposal laws and regulations and warrants that it is properly licensed and registered to transport and store controlled and special waste arising in connection with the Services.

#### 4. PRICE AND PAYMENT

4.1 The price(s) for the Goods and Services shall be specified in the Purchase Order and shall remain fixed for the duration of the Contract.

4.2 The price payable for the Goods and Services shall be:

4.2.1 exclusive of the goods and services tax (which shall be payable by Edwards subject to receipt of a tax invoice) or other sales tax; and

4.2.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods and all duties, licences, permits and taxes (other than GST) as may be payable in respect of Goods or Services from time to time.

4.3 Edwards shall make payment for the Goods or Services within 60 days of receipt of Supplier's duly completed and accurate tax invoice (including the Purchase Order number, identifies the relevant Goods and/or Services, includes a delivery note number and the Supplier's ABN number) which invoices shall only be issued by the Supplier following delivery of the relevant Goods to Edwards or following completion of the relevant Services.

4.4 Edwards may withhold payments of any disputed or insufficiently documented amounts included in any invoice. Edwards is entitled to set-off against the price sums owed to Edwards by the Supplier.

#### 5. EDWARDS PROPERTY

The Supplier shall be fully responsible for, will maintain and, where relevant, will calibrate any Edwards Property, including the safe and secure storage thereof, whilst in the Supplier's possession and will promptly replace or repair, as required by Edwards, at the Supplier's own cost, any Edwards Property lost or damaged by the Supplier. The Supplier shall stamp, tag or otherwise mark all relevant Edwards Property in its possession with Edwards' name and/or logo as indicia of Edwards' ownership. The Supplier agrees not to remove these indicia of ownership and store the Edwards Property in a specifically designated area at the Supplier's premises. The Supplier will return such property immediately on request and will allow access to Edwards' personnel for the purpose of removing such Edwards Property.

#### 6. WARRANTIES AND GUARANTEE

6.1 The Supplier warrants that the Goods and any parts or materials used in the performance of the Services will:

6.1.1 Be provided and/or supplied with due care and skill;

6.1.2 conform to the Specification and perform all of the functions set out by Edwards in the Specification or any of the documentation supplied to the Supplier from Edwards;

6.1.3 be fit for their purpose Edwards for which they were supplied and do anything else that the Supplier has said (whether verbally or in writing) that they will do;

6.1.4 be new and unused;

6.1.5 be of sound materials and workmanship and shall be of satisfactory quality and free from any defects (latent or otherwise);

6.1.6 conform with all legal and regulatory requirements applicable to such Goods or Services (including any parts or materials used in the performance of the Services);

6.1.7 be accompanied by all appropriate information, warnings, instructions and documentation in relation to the use, storage, operation, transportation and disposal of such Goods or parts or materials; and

6.1.8 comply with and be properly marked in accordance with any applicable laws and regulations relating to the use, handling and storage of dangerous goods and hazardous substances.

6.2 The Supplier further warrants that:

6.2.1 Edwards shall, upon the passing of title, have clear title to the Goods which shall be free from any encumbrance of any kind (including any legal, beneficial, equitable, or security interest); and

6.2.2 It will make all payments for all of its employees, agents, representatives and contractors who perform any work in connection with this Contract.

6.3 Clauses 6.1.1 - 6.1.8, 6.2, 6.6, 8.8 and 11 create individual warranty clauses and each one is severable from the others without affecting them in any way.

6.4 All warranties in this Contract from the Supplier to Edwards are continuing warranties and do not merge under any circumstances.

6.5 In addition and in relation to the Goods and any parts or materials used in the performance of the Services, the Supplier shall:

6.5.1 specify full details regarding all immediate and long term potential hazards or dangers [including, but not limited to, toxicity, flammability, harmful effect due to inhalation or direct contact and whether due to direct or indirect use thereof;]

6.5.2 furnish full details relating to the most appropriate safety precautions to be taken (including in relation to the use or handling thereof);

6.5.3 appropriately and prominently label all receptacles containing dangerous, toxic or otherwise harmful Goods in order to protect those who handle them or who are exposed to them;

6.5.4 notify Edwards prior to the supply of any Goods or use of any materials in the provision of Services, which are manufactured using or containing ozone depleting substances.

6.6 The Supplier warrants that all Services (including without limitation design work) will be performed (i) in a safe and workmanlike manner and in accordance with best practice and with the degree of skill, care and diligence exercised by skilled and experienced contractors in the Supplier's industry (ii) in full accordance with all applicable safety laws and regulations, information, warnings and (iii) so as to ensure that the completed works the subject of the Services are free from defects in materials and workmanship and fit for purpose.

6.7 Without prejudice to Edwards other rights under the Contract or otherwise, at Edwards' option, the Supplier shall at its own cost replace or repair any defective Goods and remedy any defect, failure or other detriment to Edwards arising from a breach of the warranties set out in this Condition 6, within 12 months of the date of acceptance of the Goods or completion of performance of the Services. If remedial action is not taken by the Supplier within a reasonable time period (having regard to the nature of the defect), Edwards may proceed to do, or direct a third party to do, the work at the Supplier's risk and expense.

6.8 The Supplier shall at its own cost, replace or repair at Edwards' discretion any of the parts or materials so repaired, modified or replaced under this Condition 6 if it is defective within a period of 12 months from the date of acceptance of such repair, modification or replacement.

6.9 The Supplier agrees to the pass through or assignment to any subsequent user or purchaser the benefit of any warranty or guarantee to which Edwards is entitled hereunder and the Supplier agrees to enter into such documents as may be necessary to achieve this.

6.10 The Supplier shall ensure compliance with all applicable export laws and regulations in the execution of the Contract. The Supplier shall ensure that the Goods and Services to be delivered in accordance with the Contract shall be free from any export restrictions at the time of delivery and any necessary licences, authorisations or certificates obtained to ensure delivery in accordance with the Contract. The Parties agree that any export restrictions do not constitute a Force Majeure event. In view of re-exportation of the Goods and Services Supplier shall perform any actions reasonably necessary to assist Edwards. In particular Seller shall provide Buyer, upon request, a written confirmation of the single country of origin for each of the Goods supplied.

6.11 The Supplier shall only provide components for use in Edwards products that are compliant with all applicable laws and regulations relating to the use, handling and storage of dangerous goods and hazardous substances. The Supplier shall provide appropriate documentation or proof of such compliance at Edwards request, and update Edwards if any compliance status changes.

#### 7. INDEMNITY, INSURANCE AND LIABILITY

7.1 The Supplier shall hold harmless and indemnify Edwards and each of its officers, employees, agents, contractors and any of our Related Body Corporate from and against any liability, loss, costs (including legal fees), expense, damage, death or injury arising in consequence of (i) a defect in design (other than a design made or furnished by Edwards), parts or materials or workmanship of Goods

- or Services or any breach by the Supplier of the Contract (including any late delivery of Goods and/or performance of Services) or (ii) any breach of warranty by the Supplier (and whether provided for in this Contract or otherwise) or (iii) any act or omission of the Supplier, its employees, sub-contractors or agents (and whether or not such persons were acting with or without the Supplier's authority), save to the extent that such liability, loss, cost, expense, damage or injury is due to the negligence of Edwards.
- 7.2 The Supplier agrees to indemnify Edwards and each of its officers, employees, agents, contractors and any of our Related Body Corporate from any and all losses sustained by Edwards by reason of any third party claim for injury, death or other damage caused by breach of the warranties within Condition 6 above or by defects in the Goods and/or in the quality of the Services (including any product recall costs incurred by Edwards as a consequence of Edwards receiving defective Goods).
- 7.3 The Supplier shall arrange and maintain, at its own cost, all necessary insurance on terms satisfactory to Edwards to cover all of its potential liabilities under this Contract - regardless of when they arise. The insurance must include broadform public and products liability cover, professional indemnity cover and all insurances required by law.
- 7.4 7.1(i) – 7.1(iii) and 7.2 create individual indemnity clauses and each one shall be severable from the others without affecting those that remain, in any way.
- 7.5 To the maximum extent permitted by law:
- 7.5.1 Edwards excludes all liability to the Supplier for indirect and consequential loss or damage of any kind. Without limiting what is or is not indirect or consequential loss, the parties agree that the following are taken to be indirect or consequential losses: (i) loss of revenue of any kind and loss of profits of any kind; (ii) failure to realise expected profits or savings of any kind, loss of goodwill, or loss of reputation (iii) additional or wasted costs; (iv) loss of production, production costs or downtime; and (v) any other types of losses, of any kind, that are similar to any of the losses described in (i)–(iv), in each case whether direct, indirect or otherwise and/or whether foreseeable at the time of entering into this Contract or any other time;
- 7.5.2 Edwards' total liability under this Contract, however caused, whether in contract, tort (including negligence), under any statute or otherwise, arising from or related in any way to this Contract (including, to avoid doubt, arising from or related in any way to the Goods or Services) is limited in aggregate for any and all claims to AUD 100% of the value of the Purchase Order, less any payments already made by Edwards towards the Purchase Order.
- 7.5.3 Edwards' liability is reduced to the extent that it was caused or contributed to by an act or omission of the Supplier or any of the Supplier's personnel (including, to avoid doubt, subcontractors); and
- 7.5.4 Clauses 7.5.1 to 7.5.3 apply to loss or damage of any kind (direct, indirect or otherwise), however caused, whether in contract, tort (including negligence), equity, under any statute or otherwise, arising from or related in any way to this Agreement (including arising from or related in any way to the Products or the Services).
- 8. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**
- 8.1 All intellectual property rights including patents, trademarks, service marks, design rights (whether registered or unregistered), copyright (including any future copyright) and any application for any of the foregoing, arising from work conducted or prepared by the Supplier for Edwards or in tooling supplied by or on behalf of or funded by Edwards shall belong to Edwards and the Supplier agrees at Edwards' expense to execute all documents and do all such other things as may reasonably be required (i) to assign such rights to Edwards and (ii) to otherwise assist Edwards in applying for and being granted such rights.
- 8.2 Property in all goods and materials (including, without limitation, photographs, drawings, illustrations, film negatives, positives, bromides, recordings, proofs, physical embodiments of computer programmes, tools/tooling and dies) supplied to the Supplier by or on behalf of Edwards, or prepared, manufactured or procured by the Supplier specifically for or in connection with the performance of the Contract for Edwards shall belong to Edwards and shall immediately upon Edwards' request be handed over to Edwards free of charge and in good condition and no such goods or materials shall be used by Supplier other than in the performance of the Contract or disposed of without the prior written consent of Edwards.
- 8.3 The Supplier warrants that all information and documents provided to the Supplier by Edwards, or otherwise acquired by the Supplier relating to Edwards' business, or created or produced by or on behalf of the Supplier specifically for or in connection with the performance of the Contract for Edwards shall be kept confidential by the Supplier and shall not be used or caused to be used by the Supplier other than for the purposes of the Contract without first obtaining Edwards' express consent in writing.
- 8.4 The provisions of Condition 8.3 above shall continue in force notwithstanding termination, however caused, or completion, of the Contract.
- 8.5 The provisions of Condition 8.3 above shall not apply to any information or document in the public domain or coming into the public domain other than through the default of the Supplier.
- 8.6 Should the Supplier provide, or otherwise make available to Edwards any confidential information, the Supplier agrees and acknowledges that:
- 8.6.1 It will first inform Edwards that such material or information is confidential; and
- 8.6.2 upon the disclosure of such confidential information to Edwards, Edwards shall be entitled to disclose such confidential information to any of its Related Body Corporate; and
- 8.6.3 It grants Edwards a non-exclusive, perpetual, irrevocable, sublicensable licence to use anything (including confidential information) provided to Edwards by the Supplier (or on behalf of the Supplier) for the purposes of this Contract or the future use, maintenance, repair, sale, alteration, modification of the Goods, or any component of the Goods and/or Services.
- 8.7 Without prejudice to Conditions 8.3 and 12.1, if the Supplier assigns or sub-contracts any part of the Contract to any person, the Supplier shall ensure that such person agrees to be bound by these Conditions 8.1 to 8.6 (inclusive) as though a party to the Contract and the Supplier shall indemnify Edwards against any consequences of the Supplier's failing to do so, including any claim made by such person which it could not make if it were a party to the Contract.
- 8.8 The Supplier warrants that the sale, possession, resale or use of the Goods and/or the performance of the Services to be supplied do not infringe any third party intellectual property rights including moral rights, patents, designs (whether registered or not), copyright, trade and service marks (whether registered or unregistered), and/or will be deemed to be the misuse of confidential information and/or will not be, or result in, a breach of any law, and undertakes to indemnify and hold harmless Edwards, its employees, officers, servants, agents, successors, assigns and customers ("the Indemnified Parties") against all royalties or licence fees (to the extent not specifically provided for) and against all damages, expenses, losses or costs suffered by the Indemnified Parties or which the Indemnified Parties may be liable in respect of any breach of this warranty. The Supplier will give the Indemnified Parties all such support and assistance as the Indemnified Parties reasonably require in defending a claim that the Goods and Services infringe any third party intellectual property rights. If it should come to Edwards' knowledge that a claim may arise under this warranty, Edwards reserves the right to terminate the Contract forthwith on written notice and without any liability.
- 8.9 The Supplier shall make no reference to Edwards in its advertising, literature or correspondence without Edwards' prior written agreement. Nothing in this Contract shall entitle the Supplier to use any name, trade mark or logo of Edwards without the prior written consent of Edwards.
- 9. SPECIAL TOOLS, JIGS OR FIXTURES**
- 9.1 Where special tools, jigs or fixtures are designed, prepared or produced specifically for Edwards, such items shall not be used for any other person (legal or otherwise) or corporation and shall not be stripped, altered or destroyed without the prior written consent of Edwards. Edwards reserves the right to require the Supplier to transfer such items to third parties, nominated by Edwards, and such items shall become the property of Edwards on completion or, if earlier, termination of the Contract.
- 10. TERMINATION**

- 10.1 Edwards shall be entitled to terminate the Contract immediately upon notice and to enter the Supplier's premises and remove any Edwards Property if:
- 10.1.1 There is a material breach (which includes a series of repeated breaches, however small) of a term of the Contract, or any breach of warranty of the Contract, by the Supplier; or
- 10.1.2 Any distress or execution shall be levied on the Supplier's goods or if the Supplier has a receiver, administrator, administrative receiver or manager appointed over the whole or any part of its assets, becomes insolvent, compounds or makes any arrangement with its creditors or commits any act of bankruptcy or is wound up or goes into liquidation or if the Supplier shall suffer any analogous proceedings under foreign law.
- 10.2 Termination of the Contract shall be without prejudice to the accrued rights of Edwards or the Supplier prior to the date of termination.
- 10.3 If this Contract expires, or terminates (for any reason) then the Supplier must (within 7 days) return to Edwards all of Edwards' material, documents and information, including but not limited to any confidential information, and delete or otherwise safely destroy all other copies in the Supplier's possession or control.
- 11. CODE OF CONDUCT, MODERN SLAVERY, ANTI-BRIBERY AND ETHICAL PURCHASING POLICY**
- 11.1 The Supplier acknowledges that Edwards adheres to a code of ethics (the "Code of Conduct"), adopts the Responsible Business Alliance's Code of Conduct (the RBA Code) and operates an ethical purchasing policy (the "Ethical Purchasing Policy"), covering areas such as business ethics, labour, safety and the environment. Copies of the Ethical Purchasing Policy and the Code of Conduct may be viewed on [www.edwardsvacuum.com](http://www.edwardsvacuum.com) and the RBA Code may be viewed at [www.responsiblebusiness.org](http://www.responsiblebusiness.org). By supplying goods and/or services to Edwards, the Supplier agrees that it shall adhere to the Code of Conduct, the Ethical Purchasing Policy and the RBA Code. Further, no Edwards employee or officer is authorised to propose to the Supplier or approve conduct inconsistent with the Code of Conduct or Ethical Purchasing Policy.
- 11.2 Edwards shall have the right to terminate its business relationship and any associated agreements with the Supplier if the Supplier is (or Edwards reasonably believes that the Supplier is) in material breach of the Code of Conduct, the RBA Code or the Ethical Purchasing Policy and, in the case of RBA which are capable of remedy, the Supplier fails to remedy such breach, after written notification by Edwards of such breach, within the cure period specified by Edwards for such remedy. In determining the length of any cure period Edwards shall act reasonably, having regard to the severity and nature of the breach.
- 11.3 The Supplier:
- 11.3.1 shall comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and the US Foreign Corrupt Practices Act as amended from time to time, and generally in the course of conducting business behave ethically, with integrity and mutual respect (the "Relevant Requirements");
- 11.3.2 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 and the US Foreign Corrupt Practices Act, to ensure compliance with the Relevant Requirements by any of the Supplier's employees, officers, representatives and subcontractors and any person who acts for or on its behalf in connection with the performance of the Contract;
- 11.3.3 warrant that no intermediary of any kind was used in the negotiation and conclusion of the Contract, and
- 11.3.4 agrees and acknowledges that breach of this clause shall be deemed a material breach of the Contract. Edwards shall be entitled to terminate the Contract or any part of it with immediate effect should it have reasonable grounds to suspect that this clause has been breached by the Supplier.
- 11.4 The Supplier warrants that, if applicable, the tantalum, tin, tungsten and gold in products which they supply to Edwards does not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in the Democratic Republic of the Congo or an adjoining country. The Supplier shall exercise due diligence on the source and chain of custody of these minerals and make their due diligence measures available to Edwards upon request.
- The Supplier must at all times:
- 11.5.1 apply ethical sourcing practices, comply with and encourage compliance with relevant labour standards and laws, and take reasonable steps to identify modern slavery risks in its operations and supply chains;
- 11.5.2 notify Edwards immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors, have breached or potentially breached any of the Supplier's obligations under this clause.
- 11.6 The Supplier represents and warrants that neither the Supplier, nor any of its officers, employees, agents or subcontractors, have:
- 11.6.1 committed an offence under any law relating to modern slavery;
- 11.6.2 been notified that they are subject to an investigation or prosecution relating to an alleged offence under any law relating to modern slavery; and
- 11.6.3 become aware of any circumstances within its supply chain that could give rise to an allegation of modern slavery.
- 11.7 The Supplier agrees and acknowledges that a breach of clause 11.5 and/or 11.6 shall be deemed a material breach of the Contract. Edwards shall be entitled to terminate the Contract or any part of it with immediate effect should it have reasonable grounds to suspect that this clause has been breached by the Supplier
- 12. GENERAL**
- 12.1 The Supplier must comply with all privacy laws, and with any privacy policies that Edwards may give the Supplier from time to time, which relate to this Contract (including, to avoid doubt, any that cover information, in any form, that Edwards provide the Supplier, or that the Supplier has access to, in connection with this Contract).
- 12.2 The Supplier may not assign or sub-contract the Contract without the prior written consent of Edwards. Edwards may at any time assign, transfer, charge or deal in any manner with the Contract or any rights under it.
- 12.3 The Supplier may not, without the express prior written consent of Edwards, sell or transfer to a third party the ownership of, or grant or permit to be retained any security interest over, any amount due from Edwards to Supplier.
- 12.4 The Supplier may not deal with (including, to avoid doubt, assign or subcontract) any of its rights or obligations without Edwards' prior written consent. Any such dealing shall be void and of no effect. Notwithstanding any other provision to the contrary, the Supplier shall at all times remain responsible for the performance of any obligation that it subcontracts.
- 12.5 Edwards may, by notice to you, novate this Contract to a Related Body Corporate or for the purposes of a corporate re-structure.
- 12.6 Time is of the essence for the performance of the Contract by the Supplier.
- 12.7 No term or provision of the Contract shall be enforceable by a third party (being any person other than the parties and their permitted assignees and successors).
- 12.8 No failure or delay on the part of Edwards to exercise any power, right or remedy under the Contract shall operate as a waiver thereof nor shall any single or partial exercise by Edwards of any power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy. No waiver by Edwards shall be valid unless made in writing.
- 12.9 The Contract constitutes the entire agreement between Edwards and the Supplier relating to the sale and purchase of Goods and/or Services. No amendment to or a variation of the Contract shall be effective unless agreed in writing by Edwards.
- 12.10 A provision will not be construed against a party because they drafted it or the meaning would favour them.
- 12.11 Words like "including", appearing anywhere (including, in warranty and indemnity clauses) and in any context, are not to be construed in any way as words of limitation.
- 12.12 The rights and remedies of Edwards under this Contract apply in addition to any other rights or remedies (whether in equity, under statute or otherwise).
- 12.13 The following survive the expiry, or termination (for any reason), of this Contract: (i) clauses 1.4, 4, 5, 6, 7.1, 8, 9, 10.3 and 11.5; (ii) any and all accrued rights or remedies.

- 12.14 All Contracts, acceptances, correspondence, specifications and other documents shall be in the English language and shall be governed by and construed in accordance with the laws of New South Wales, Australia and Edwards and the Supplier hereby submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- 12.15 Edwards reserves the right at any time, at its absolute discretion, to cancel the Purchase Order in whole or in part or to make any changes. Unless any cancellation or changes arise from the Supplier's default, Edwards shall pay to the Supplier fair and reasonable compensation for the Supplier's work-in-progress at the time of change or termination, but such compensation shall never include payment of any cancellation or termination fees, loss of anticipated profits or any economic or consequential loss.
- 12.16 In the event that any term or provision of the Contract is declared null and void or unenforceable by any court of competent jurisdiction, the remainder of the provisions of the Contract shall remain in full force and effect to the fullest extent permitted by applicable law.
- 12.17 Headings in the Conditions or the Contract are for convenience only and do not affect their interpretation.
- 12.18 References to all laws, regulations and codes of practice shall be deemed to include all amendments or revisions thereto and re-enactments thereof as may be made from time to time.