



TERMS & CONDITIONS OF SALE

1. INTERPRETATION

In these Terms:

- 1.1. **"Claim"** means a claim, action, suit, demand, proceeding, damage, loss, cost, expense or liability incurred or suffered by the Company and/or the Customer (as the case may be).
- 1.2. **"Company"** means Preformed Line Products (Australia) Pty Limited ABN 27 004 533 877 and its successors and assigns.
- 1.3. **"Consequential Loss or Damages"** includes (without limitation), all or any of the following:
 - 1.3.1. loss of profit;
 - 1.3.2. loss or denial of opportunity;
 - 1.3.3. loss of use;
 - 1.3.4. loss of revenue;
 - 1.3.5. loss of production;
 - 1.3.6. loss of labour;
 - 1.3.7. loss of access to markets;
 - 1.3.8. loss of goodwill;
 - 1.3.9. loss of anticipated savings;
 - 1.3.10. loss of business reputation including future reputation;
 - 1.3.11. loss arising from adverse publicity;
 - 1.3.12. damage to credit rating;
 - 1.3.13. removal costs;
 - 1.3.14. re-installation costs;
 - 1.3.15. commissioning costs;
 - 1.3.16. increase in operating costs;
 - 1.3.17. increase in maintenance costs;
 - 1.3.18. financial costs;
 - 1.3.19. any indirect, remote, abnormal or unforeseeable loss;
 - 1.3.20. any consequential loss or damage not included in the above; and
 - 1.3.21. any similar loss whether or not in the reasonable contemplation of the parties at the time entry into the Contract,and in any case whether arising out of contract or tort (including negligence) or by statute or otherwise, at Law or in equity.
- 1.4. **"Contract"** means the contract for the sale of the Goods by the Company to the Customer which is deemed to incorporate the Terms.
- 1.5. **"Customer"** means the party to whom the Company has agreed to sell the Goods.
- 1.6. **"Goods"** means the goods agreed to be sold by the Company to the Customer.
- 1.7. **"GST"** means the Goods and Services Tax imposed by a *New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related act and/or regulations.
- 1.8. **"Insolvency Representative"** includes but is not limited to a receiver, receiver and manager, administrator, controller, liquidator, provisional liquidator, trustee or similar person.
- 1.9. **"Intellectual Property Rights"** includes, without limitation, all industrial and intellectual property rights throughout the world, whether registered, unregistered or unregistrable, including all business names, copyright, patents, trademarks, service marks, trade names, designs, confidential information, trade secrets, know how, data and databases, circuit layout rights and systems.
- 1.10. **"Law"** means any relevant statutory provision or Common Law principle.
- 1.11. **"PPSA"** means the *Personal Property Securities Act 2009* (Cth).
- 1.12. **"PPSR"** means the personal property security register created under the PPSA.
- 1.13. **"Terms"** means these terms and conditions of sale as amended from time to time.
- 1.14. **"Tooling"** means any tooling supplied by the Company to the Customer from time to time.

2. APPLICATION

- 2.1. These Terms apply to all Goods sold by the Company.
- 2.2. No amendment, alteration, waiver or cancellation of any of these Terms is binding on the Company unless confirmed by the Company in writing.
- 2.3. The Customer acknowledges that no employee or agent of the Company has any right to make any representation, warranty or promise in relation to the Goods or the sale of the Goods other than as contained in these Terms.

3. TERMS OF PAYMENT

- 3.1. Prices of Goods are subject to change on thirty (30) days prior notice in writing to the Customer.
- 3.2. Payments for Goods purchased are to be made direct to the Company, without any deduction or discount other than as stated in these Terms or in the relevant invoice.
- 3.3. Payments for Goods purchased are to be made within thirty (30) days of the date on the Company's invoice for those Goods received by the Customer.
- 3.4. Interest is payable on all monies owed to the Company, which are not paid by their due date, with such interest calculated on a daily basis at the rate of 2% per month, as from the due date for payment until payment is received by the Company.
- 3.5. The Company may at its discretion, charge and include in each Invoice for each order of Goods under one thousand dollars (\$1,000.00) a handling fee of one hundred dollars (\$100.00) provided that it first advises the Customer of such fee before such order is accepted by the Company.

4. PROPERTY IN GOODS

- 4.1. Legal and beneficial ownership of Goods supplied by the Company will not pass to the Customer until such time as the Goods so supplied have been paid for in full, in cash or cleared funds.
- 4.2. Until the amount payable to the Company for the Goods sold by the Company to the Customer has been paid in full, in cash or cleared funds, the Customer agrees that:
 - 4.2.1. it will hold the Goods, only as bailee, for the Company;
 - 4.2.2. the Goods must be stored in such manner that they are readily distinguishable from other goods owned by the Customer or other persons and so as to clearly show that they are the property of the Company;
 - 4.2.3. it will indemnify the Company from and against any Claim incurred or suffered by the Company arising out of the possession, use or disposal of the Goods by the Customer or the repossession or attempted repossession of them by the Company; and
 - 4.2.4. it will ensure that the Goods are stored in accordance with any reasonable direction or instructions from the Company and, without the prior written consent of the Company, it will not treat, alter, or incorporate the Goods into or with another product of the Company or any third party, or otherwise vary the Goods as supplied by the Company.
 - 4.2.5. it will at its own expense, maintain the Goods and insure them for the benefit of the Company for their full replacement value against theft, destruction, fire, water and other risks, as from the moment of delivery of the Goods to the Customer or collection of the Goods by the Customer, until the legal and beneficial ownership in and title to the Goods have passed to the Customer.

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- 4.2.6 it will take all reasonable measures to ensure that the Company's title to the Goods is in no way prejudiced. If any of the Goods are lost, destroyed or damaged, any insurance proceeds relating to the Goods in respect of such event that are received by the Customer, are deemed held on trust for the Company and must be paid to the Company immediately on receipt, but only up to the amount that the Customer still then owes the Company in respect of those Goods.
- 4.3 If notwithstanding clauses 4.1 and 4.2.4 hereof, the Customer uses the Goods in some manufacturing or construction process of its own or on behalf of some third party and receives monies from time to time in respect of such use, then the Customer must hold a portion of such monies received, calculated in accordance with clause 4.4, in trust for the Company.
- 4.4 The portion referred to in clause 4.3 will be so much of the monies received as equals the amount owing by the Customer to the Company for those Goods, at the time of the receipt of such monies by the Customer.

5 RE-SALE OF GOODS

- 5.1 If the Customer purchases the Goods for the purpose of reselling them then, the Customer has the right to resell the Goods in its own name at full market value and in the ordinary course of the Customer's business.
- 5.2 INTENTIONALLY DELETED
- 5.3 If the Customer resells any Goods then, unless the Goods are clearly identifiable by serial numbers or other distinguishing marks, the Customer is deemed to have disposed of the Goods in the chronological order of supply of those Goods by the Company to the Customer (oldest to most recent).
- 5.4 On the resale of the Goods by the Customer, the Customer will ensure that any contract between the Customer and its customer limits or excludes any liability of the Company to such customer on no less favourable terms to the Company than the Company's liability to the Customer as set out in clause 15 hereof or on more favourable terms, to the Company.
- 5.5 Notwithstanding clause 5.4 hereof, the Customer will indemnify the Company from and against any Claim incurred or suffered by the Company arising out of the resale of the Goods by the Customer.

6 DEFAULT

- 6.1 If the Goods are not paid for by the Customer in accordance with these Terms or any other written agreement between the Company and the Customer which replaces or amends these Terms; and/or
- 6.2 If the Company receives notice of, or reasonably believes that a third party has or may attempt to levy execution against or attach the Goods; and/or
- 6.3 If any other event occurs which in the Company's opinion is likely to adversely affect the Customer's ability to pay for the Goods (including but not limited to the appointment of an Insolvency Representative to the Customer's undertaking),
then the Company may at any time thereafter, upon forwarding written notice to the Customer and without prejudice to any other rights which it may have against the Customer, forthwith terminate any Contract relating to the Goods and the bailment referred to in

clause 4.2.1; and

- 6.4 If the events referred to in clause 6.3 hereof occur, then notwithstanding any termination of the Contract:
- 6.4.1 neither the Customer nor its Insolvency Representative nor any other person acting for the Customer and/or the Customer's creditors, is entitled to sell, charge, remove, dispose of, use or otherwise deal with the Goods in any way inconsistent with the Company's ownership of the Goods, without the Company's prior written approval;
 - 6.4.2 the Customer, its Insolvency Representative and every other person acting for or on behalf of the Customer and/or its creditors is obliged to re-deliver the Goods to the Company immediately or immediately on the appointment of the Insolvency Representative, as the case may be, at the Customer's expense; and
 - 6.4.3 if the Goods are returned to or collected by the Company, the Company will within twenty-eight (28) days of receipt of those Goods by the Company, account to the Customer or its Insolvency Representative (as the case may be), for all monies received for the Goods from the Customer less the Company's reasonable administration charges and expenses incurred and loss of profits involved.

7 RIGHT TO ENTER PREMISES

In all of the circumstances referred to in clause 6, the Customer:

- 7.1 authorises the Company by itself, its agents or representatives at all reasonable times, without notice, to enter onto (with force if reasonably necessary) and at all necessary time(s), to remain in and on any premises owned, occupied or controlled by or on behalf of the Customer where the Goods are located in order to collect the Goods, without being guilty of any manner of trespass; and
- 7.2 assigns to the Company all the Customer's rights to enter onto and remain in and on such premises until all the Goods have been collected.

8 GOODS AND SERVICES TAX

- 8.1 If GST is imposed on the Company in respect of the sale of the Goods, then the Customer must pay the amount of such GST to the Company in addition to the quoted price, in the event that the quoted price does not include that GST.
- 8.2 The Company must give the Customer written notice of the amount of any GST payable under this clause and must provide a tax invoice to the Customer showing the amount of GST payable.

9 CUSTOMS DUTIES, TARIFFS AND LEVIES

All applicable customs duties, tariffs and levies arising from the sale of the Goods are payable by the Customer unless the relevant order, order confirmation, invoice or other writing relating to that sale indicates otherwise.

10 COLLECTION/DELIVERY

- 10.1 The Customer will collect all Goods purchased, from the Company's nominated premises provided that the Company will, at the Customer's request, arrange for the delivery of the Goods to the Customer, at the Customer's expense.
- 10.2 Each delivery date provided by the Company is an estimate only, although the Company will use its best endeavours to meet the delivery dates provided.
- 10.3 The Goods are entirely at the sole risk of the Customer from the moment the Goods leave the Company's premises.

11 SUPPLY BY INSTALMENTS & BROKEN PACKAGE

- 11.1 The Company reserves the right to supply the Goods in whole or by instalments as well as to supply prior to the date for supply and in any such event the Customer must not refuse to take delivery of, or collect the Goods.
- 11.2 Where the Goods are supplied by instalments, each instalment is deemed sold under a separate Contract.
- 11.3 Any failure on the part of the Company to supply instalments within any specified time, does not entitle the Customer to repudiate the Contract(s) with regard to the balance of the Goods remaining undelivered.
- 11.4 Notwithstanding anything else herein contained, in the event that the Customer places an order for a quantity of Goods:
 - 11.4.1 which is below the minimum order quantity of those Goods usually supplied by the Company; and/or
 - 11.4.2 which will require the Company to “break a package” of those Goods, being different from the quantity in which they are usually sold by the Company,then any such “broken package” order will only be accepted by the Company in the event that in addition to the pro rata purchase price for those Goods charged by the Company and payable by the Customer, the Customer also agrees to pay an additional 20% of that purchase price, by the way of a “broken package” fee.

12 RETURN OF GOODS

- 12.1 No returns of Goods will be accepted by the Company unless the Company has previously agreed to same in writing and in that respect the Customer has a valid Return Material Authorisation number (**RMA**). If the Company agrees to the return of Goods, they must be unsoiled, undamaged and in a resaleable condition, failing which the Customer will pay for all costs of replacement or repair and the Goods must be delivered at the Customer’s expense to the Company’s premises unless otherwise agreed by the Company in writing.
- 12.2 All approved Goods returns will be subject to a restocking fee, being 20% of the value of the Goods returned, and any other incidental charges, as may be determined by the Company, in its absolute discretion.
- 12.3 Notwithstanding clause 12.1 hereof, Goods imported especially for the Customer or non-standard Goods made to special order, or Goods purchased more than six (6) months prior to the requested return date, cannot under any circumstances be returned to the Company and/or credited by the Company.

13 CANCELLATION OF ORDER

No order once accepted by the Company, may be cancelled, modified or deferred without the prior written consent of the Company (which is at the Company’s sole discretion). If consent is given, then such consent will, at the Company’s election, be subject to the Company being reimbursed by the Customer for all losses, including loss of profits, and paid by the Customer, a cancellation and restocking fee (being not less than 10% of the invoice value of the Goods).

14 WARRANTIES AND WARRANTY CLAIMS

- 14.1 The Company warrants that the Goods are free of substantive defects.
- 14.2 The Company also warrants to the Customer that the Goods will be made available for collection or delivery in an undamaged condition.
- 14.3 Except for any warranties and/or guarantees imposed by the *Competition and*

- Consumer Act 2010* (Cth) and the warranties stated in clauses 14.1 and 14.2, the provisions of any other act or Law implying terms, conditions, guarantees and/or warranties which might otherwise apply to or arise out of the Contract are hereby expressly negated and excluded to the full extent permitted by Law.
- 14.4 All warranty claims must be received by the Company within twelve (12) months of the day of receipt of the Goods by the Customer. The Customer's failure to make a warranty claim within that period will to the extent permitted by Law, release and discharge the Company from any obligation or liability for that breach of warranty.
- 14.5 The Customer must not carry out any remedial work to allegedly defective Goods without first obtaining the written consent of the Company to do so. Otherwise all of the Company's warranties relating to those Goods, will be deemed voided to the full extent permitted by Law.
- 14.6 The warranties stated in clauses 14.1 and 14.2 do not apply in circumstances where the Customer treats, alters, and/or incorporates the subject Goods into or with another product of the Company or any third party, or otherwise varies the subject Goods as supplied by the Company.
- 14.7 All Goods must be handled, mounted and installed, by or on behalf of the Customer:
- 14.7.1 by an appropriately licensed technician/tradesman; and
 - 14.7.2 in accordance with:
 - 14.7.2.1 the manufacturer's directions, if any; and/or
 - 14.7.2.2 the relevant application procedure found at <http://www.preformed.com/au/products> and/or
 - 14.7.2.3 the applicable industry standard, as the case may be.
- 14.8 If any Goods are not handled, mounted or installed in accordance with clause 14.7 then, subject to any statutory provision or other general Law obligation to the contrary, the Company will not be liable for any defect or fault in the Goods or for any loss or damage to the Customer caused by the Goods.
- 14.9 Notwithstanding anything else herein contained, (other than warranty periods imposed by the Law), the warranties given by the Company pursuant to this clause 14, will expire and otherwise be no longer effective or available to the Customer, after twelve (12) months from the date of installation of the relevant Goods for or by the Customer, or eighteen (18) months from the date of purchase of the relevant Goods by the Customer, whichever is the earlier.

15 COMPANY'S LIABILITY LIMITED

- 15.1 The Customer acknowledges and agrees that:
- 15.1.1 the Customer has determined that the Goods are fit for the purpose for which the Customer requires them;
 - 15.1.2 the Customer has not relied on the Company's employees or the Company's skill and judgment in selecting the Goods; and
 - 15.1.3 subject to clause 14 hereof, and the Law, the Company is not responsible if the Goods do not comply with any applicable safety standard(s) or similar regulation(s), and the Company is not liable for any Claim resulting from such non-compliance.
 - 15.1.4 unless the Customer has given written notice to the Company within seven (7) days after collection or delivery by or to the Customer (as the case may be), that the Goods do not comply with the relevant specifications or description, the Goods are deemed to have complied with all relevant specifications or descriptions.
 - 15.1.5 particulars in leaflets, catalogues, drawings, brochures and other printed material are illustrations only, form no part of the Contract between the Company and the Customer, and are not binding on the Company.
 - 15.1.6 all Goods, including those produced by the Company to meet an exact

- specification requested by the Customer, are subject to tolerances and variations (consistent with good manufacturing practices and normal practical testing and inspection methods), in regard to, amongst other things, dimension, weight, section, composition, mechanical and electrical properties, surface and internal conditions and quality.
- 15.1.7 as part of the manufacturing and assembly process of the Goods, the Company, will apply standard and otherwise appropriate routine testing and inspection regimes and controls, and in the event that the Customer nonetheless requires additional and/or further specific testing, such additional and/or further testing will be carried out by the Company, subject to the Customer accepting a quotation provided by the Company to cover the additional cost of such additional or further testing.
- 15.2 The Company is not (subject to clause 14 hereof and the Law), liable for, and the Customer releases the Company from, all liability (including but not limited to Consequential Loss), arising from any delay in delivery of the Goods, or defect or fault in the Goods or any negligence by the Company in relation to the Goods (including but not limited to, their manufacture).
- 15.3 If, despite clause 15.2 hereof, the statutory provisions under the *Competition and Consumer Act 2010* (Cth), the *Sale of Goods Act 1923* (NSW) or any other statute or the general Law impose on the Company a liability for a defect or fault in the Goods then, to the extent to which the Company is entitled to do so, the Company's liability under the Law and/or any warranty given by the Company, is limited, at the Company's option, to:
- 15.3.1 replacement or repair of the Goods;
- 15.3.2 supply of equivalent Goods; or
- 15.3.3 payment of the cost of replacing or repairing the Goods or of acquiring equivalent Goods,
- and in any case:
- 15.3.4 the Company will not be liable for any Consequential Loss; and
- 15.3.5 the Company's total liability to the Customer is in any case (subject only to clauses 15.3.1, 15.3.2 and 15.3.3 hereof) limited to the invoice value of the Goods.
- 15.4 Unless otherwise agreed in writing, the Goods are supplied subject to any specification as to weight, quantity, size, dimension, finishes, chemical composition and physical properties as may be published generally by the Company and/or as may be set out in any specification issued by the Company in relation to the Goods or, if no such specification has been published or set out, subject to such specification as is normally regarded as being commercially acceptable.
- 15.5 Where any specifications for the Goods are to be supplied by the Customer, they must be supplied in a reasonable time to enable the Company to manufacture or acquire the Goods by the due date for collection or delivery of same.

16 TOOLING & CUSTOMER'S PROPERTY

- 16.1 If the Company agrees to supply Tooling to the Customer, then the Tooling remains the property of the Company notwithstanding the fact that the Customer may have borne or contributed to the cost of the development and manufacture of the Tooling.
- 16.2 The Company reserves the right to recall the Tooling from the Customer at any time.
- 16.3 The Customer warrants that:
- 16.3.1 the drawing of any extruded shape submitted by the Customer; and
- 16.3.2 any Tooling made in accordance with such drawing; and
- 16.3.3 any article of extrude design made from such tooling, will not infringe the

rights of any third party (whether copyright, registered design, pattern, trademark, confidential information or otherwise) or breach any applicable Law.

- 16.4 In the event that any Claim or order for costs (including legal expenses on a solicitor and client basis) referable to the rights referred to in clause 16.3.3 is made or brought against the Company, the Customer shall fully indemnify the Company and keep the Company indemnified from and against same.
- 16.5 All of the Customer's property in or under the Company's custody or control will be entirely at the Customer's risk in regard to loss or damage from any cause whatsoever.
- 16.6 The Company will have a first and paramount lien upon all the Customer's property (including but not limited to dies provided by or manufactured for the Customer) which is in the Company's possession or control until all debts due to the Company by the Customer are paid in full.
- 16.7 The Company may sell any of the Customer's property on which the Company has a lien if:
- 16.7.1 a sum in respect of which the lien exists is presently payable; and/or
- 16.7.2 the Company has, not less than fourteen (14) days before the date of the sale, given the Customer a written notice setting out, and demanding payment of such part of the sum in respect of which the lien exists as is presently payable; and
- the Customer has failed to pay by the required date, the sum referred to in the notice.
- 16.8 The proceeds of any sale referred to in clause 16.7 hereof, will be applied by the Company:
- 16.8.1 firstly, to cover the costs of the sale;
- 16.8.2 secondly in payment of such part of the sum in respect of which the lien exists as is presently payable; and
- 16.8.3 thirdly by way of accounting to the Customer.

17 PERSONAL PROPERTY SECURITY

- 17.1 The Customer acknowledges that if the Company has a security interest in:
- 17.1.1 the Goods;
- 17.1.2 the proceeds of sale of the Goods;
- 17.1.3 the Customer's property referred to in clause 16.5; and/or
- 17.1.4 the Tooling,
- then, for the purposes of the PPSA the Company may register its security interest in the Goods, proceeds, Customer's property and/or Tooling, as the case may be, on the PPSR and the Customer in accordance with S157(3)(b) of the PPSA waives its right to receive notification of the registration.
- 17.2 The Customer undertakes, at its own expense, to promptly do anything (such as supplying information) which the Company requests and reasonably requires the Customer to do for the purposes of ensuring that the security interest referred to in clause 17.1 is enforceable, perfected or otherwise effective.

18 SAMPLES

Any sample of Goods inspected by the Customer is solely for the Customer's convenience and does not constitute a sale by sample. All samples remain the property of the Company.

19 CONTRACT

- 19.1 The terms of the Contract between the parties are wholly contained in these Terms and any other writing signed by both parties.
- 19.2 The Contract under these Terms is deemed to have been made at the Company's place of business in Sydney, New South Wales and any cause of action is deemed to have arisen there.
- 19.3 The Contract is governed by the Law of New South Wales, in force from time to time and where applicable the Laws of the Commonwealth of Australia.
- 19.4 The Customer irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia and any courts which have jurisdiction to hear appeals from those courts about any proceedings in connection with these Terms and the Customer waives any right to object to proceedings being brought in those courts for any reason.
- 19.5 The provisions of the United Nations Convention on contracts for the international sale of goods adopted at Vienna, Austria on 10 April 1980 do not apply to any Goods supplied by the Company to the Customer.

20 FORCE MAJEURE

The Company will not be liable for any breach of contract due to any matter or thing beyond the Company's control (including but not limited to transport stoppages, transport breakdown, fire, flood, earthquake, acts of God, strikes, lockouts, work stoppages, wars, riots or civil commotion, intervention of public authority, explosion or accident).

21 DISPUTE RESOLUTION

- 21.1 The Company and/or the Customer must not commence any court proceedings in respect of a dispute arising out of these Terms unless it has complied with this clause 21.
- 21.2 Should at any time a party assert that a dispute exists between the parties arising out of or in connection with these Terms, then that party must submit a written notice ("**Notice of Dispute**") to the other party specifying:
 - 21.2.4 the nature of the dispute that has arisen;
 - 21.2.5 the major issues for determination; and
 - 21.2.6 the relief or outcome being sought.
- 21.3 Within seven (7) days from receipt of the Notice of Dispute, the other party must provide a written response ("**Notice of Response**") stating its position in relation to the dispute, including:
 - 21.3.4 any additional issues that should be referred for determination; and
 - 21.3.5 any comment on the relief or outcome referred to in the Notice of Dispute.
- 21.4 During the fourteen (14) day period after the Notice of Response is issued, the parties must take reasonable steps to seek to resolve the dispute.
- 21.5 If the dispute is not resolved within the period referred to in clause 21.4 then the parties must, within an additional fourteen (14) days agree to refer the dispute to a single expert for determination.
- 21.6 If the parties are unable to agree on an expert within the time stipulated in clause 21.5, then either party may refer the dispute to an expert as nominated by Unisearch Expert Opinion Services, for determination.
- 21.7 The determination of the expert:

21.7.4 must be in writing, accompanied by reasons; and

21.7.5 will be final and binding on the parties as to any findings of fact and/or Law relating to any matter arising from these Terms.

21.8 The parties are to bear their own costs of the dispute and the costs of the expert are to be borne by the party found to be at fault by the expert and, in the event that no such finding is made, the costs are to be borne by the parties equally.

22 WAIVER OF BREACH

Any failure by the Company to insist on strict performance of any of these Terms is not or is not deemed to be a waiver of any right or remedy which the Company may have, and is not a waiver of any subsequent breach or default by the Customer.

23 NO ASSIGNMENT

Neither the Contract nor any rights arising under the Contract may be assigned by the Customer without the prior written consent of the Company, which is at the Company's absolute discretion.

24 SEVERABILITY

If any provision of these Terms is deemed to be or becomes void, voidable or unenforceable, it shall be read down, or if incapable of being read down, shall be deemed severed from these Terms and the remaining provisions of these Terms shall thereafter continue to have full force and effect.

25 INTELLECTUAL PROPERTY RIGHTS

25.1 The Customer expressly acknowledges and agrees that the Company legally and beneficially, owns and will continue to own after sale to the Customer, all Intellectual Property Rights in the Goods sold to the Customer, whether or not the Customer has provided to the Company details of any designs, concepts or other required qualities or attributes to be incorporated by the Company in whole or part in the manufacture of the Goods and/or whether or not the Customer has in any other manner provided guidance, assistance or any other know how to the Company, to assist it, in whole or part, to manufacture or otherwise produce the subject Goods.

25.2 In the event that a challenge is made against the Company purporting to dispute in any way the Company's Intellectual Property Rights in the Goods, then the Customer shall at the cost of the Company, assist the Company in whatever manner the Company reasonably requires, in its defence of any such claim.

25.3 In the event of the circumstances referred to in clause 25.2 hereof occurring, and in such circumstances a Claim for damages for breach of copyright, trademark or any other Intellectual Property Rights is brought against the Customer in relation to the Goods purchased by the Customer from the Company, then the Company shall keep saved harmless and indemnify the Customer, from and against all such Claims made against the Customer, provided that:

25.3.1 The Customer has promptly notified the Company in writing of any such Claim made against it; and

25.3.2 The Customer has granted to the Company full and exclusive authority for the Company to act on behalf of the Customer and otherwise to defend, negotiate and/or settle any such proceedings brought against

the Customer.

- 25.4 Notwithstanding anything else herein contained, the Company's indemnity to the Customer against Claims for breach of copyright trademark or intellectual property or the like, is limited to or only relates to or is only effective in respect of, that part of any such Claim made against the Customer, which relates to or is in respect of the Intellectual Property Rights owned by the Company in the Goods, whether or not such Goods have been altered, added to or otherwise combined with goods produced by others in which the Company has no Intellectual Property Rights.

26 ETHICAL BEHAVIOR

Customer, its employees, officers, agents, representatives and subcontractors ("Agents") shall at all times maintain the highest ethical standards and avoid conflicts of interest in their performance hereunder. In conjunction with their performance hereunder, Customer and its Agents shall comply with all applicable Laws, statutes, regulations and other requirements, including, but not limited to, those prohibiting bribery, corruption, kick-backs or similar unethical practices such as, without limitation, the United States Foreign Corrupt Practices Act, the Company's Code of Conduct available on its website and local regulatories. Customer shall indemnify and hold the Company harmless from all fines, penalties, expenses or other losses sustained by the Company as a result of Customer's breach hereof.