

**H.B. FULLER – ANZ REGION
CONDITIONS OF SALE**

THESE CONDITIONS CONTAIN EXCLUSION AND LIMITATION CLAUSES

1. DEFINITIONS

"BUYER"	the person(s), entity or company who intends to purchase Goods from the SUPPLIER; these conditions for the supply of Goods;
"Conditions"	means any contract agreed between the BUYER and the SUPPLIER for the supply of Goods, including, without limitation, call-off contracts lasting for an agreed of time or one-off orders, and which shall comprise these Conditions, the Order and Order Acknowledgment;
"Contract"	goods of any description to be supplied by SUPPLIER, including but not limited to full or part finished product, materials, equipment or machinery for example;
"Goods"	"Order"
"Order"	the BUYER's instruction to supply the Goods (or the BUYER's acceptance of SUPPLIER's offer to supply the same);
"Order Acknowledgement"	the SUPPLIER's written acknowledgement of BUYER's Order, which may include price, delivery or other clarifications of terms, or SUPPLIER's commencement in practice to process the Order;
"Price"	the price of the Goods as set out in the Contract or otherwise agreed in writing;
"Services"	services of any kind performed by SUPPLIER in relation to any Contract;
"SUPPLIER"	that member of the H.B. Fuller group of companies which intends to sell Goods or Services (including its successors and assignees) as the case may be each time;
"Working day"	means any day which is not weekend day or public holiday in the country where the Goods will be delivered.

2. ORDERING, AVAILABILITY OF GOODS, ORDER CHANGE AND CANCELLATION

- 2.1 SUPPLIER shall sell and the BUYER shall purchase the Goods in accordance with these Conditions.
- 2.2 No Contract exists until SUPPLIER has provided the Order Acknowledgment. No terms and conditions proposed by BUYER (whether before or after any SUPPLIER's Order Acknowledgment) shall apply. Any Order from or request by the BUYER for delivery or acceptance by BUYER of Goods delivered shall, notwithstanding any terms or conditions proposed by the BUYER or other action of BUYER, constitute complete acceptance of these Conditions. BUYER's terms and conditions are hereby objected to and rejected, unless otherwise specifically accepted in writing and signed by an authorised representative of SUPPLIER.
- 2.3 Descriptions and specifications contained in brochures or other materials are for general information only and do not form part of the Contract. Unless clearly marked to the contrary, any quotation issued by SUPPLIER shall be without obligation and shall not constitute an offer to sell.
- 2.4 Any Order Acknowledgment is subject to supplies being available or becoming available. If supplies are not available for delivery by the estimated delivery date SUPPLIER reserves the right to delay delivery.
- 2.5 If the BUYER requests and SUPPLIER at its sole discretion accepts an amendment or cancellation of the BUYER's Order SUPPLIER shall be entitled to impose a reasonable charge for losses, costs and expenses suffered or incurred by SUPPLIER as a direct result of the amendment or cancellation which the BUYER shall be obliged to pay.

3. DELIVERY

- 3.1 Delivery dates referred to in the Contract are estimates only. Where the Contract agreed is for more than a one-off order, late delivery shall not entitle termination of the Contract as a whole. Delivery of the Goods shall take place at the delivery point agreed in the Contract.
- 3.2 Without prejudice to any other rights or remedies, SUPPLIER may suspend all deliveries under the Contract or any other contract SUPPLIER has with BUYER if (a) payment is overdue under the Contract or such other contract; or, insofar as permitted by applicable law (b) upon the happening of any event described in clause 9.2 until SUPPLIER receives or is satisfied that it will receive any outstanding payments and/or as the case may be, that it will be paid for such pending or future deliveries.
- 3.3 SUPPLIER may, without liability to the BUYER, suspend delivery or cancel an Order if in the reasonable opinion of SUPPLIER delivery would not comply with SUPPLIER's safety, health and environmental policies or applicable laws and regulations.
- 3.4 BUYER shall pay all SUPPLIER's costs associated with the BUYER's failure to take Goods on delivery or SUPPLIER's non-delivery in accordance with clause 3.3 including without limitation costs of return transport, demurrage, storage, redelivery or disposal.

4. PRICE

Prices will be as set out in the applicable quotation to which the relevant order relates and otherwise in accordance with SUPPLIER's price list in effect at the date of quotation. Pricing errors may be corrected by SUPPLIER at any time. Other than where the price for Goods is agreed to be fixed in the Contract, the price for the Goods will be that ruling on the date of dispatch. The price is exclusive of value added tax at the applicable rate and any other duties or levies. Prices quoted are based on the currency situation, freight and customs rates, raw material and production costs or other charges and costs applicable at the time of quotation; the SUPPLIER reserves the right to make price changes if the costs of such factors should rise. Any price list distributed by SUPPLIER from time to time must not be construed or operate as an offer or obligation to sell but is an invitation to treat only and SUPPLIER reserves the right to accept or reject in its absolute discretion any orders which may be received by it.

4a GST

a) In this clause 4a, a term or expression starting with a capital letter which is defined in the *A New Tax System (Goods and Services Act 1999 (Cth))* ("GST Act") will have the same meaning as in the GST Law ((as defined in the GST Act, and also including any applicable legislative determinations and Australian Taxation Office public rulings), unless the context otherwise requires.

b) The parties agree that:

- i. each consideration or payment obligation in this agreement is exclusive of GST unless otherwise indicated;
- ii. if GST is or becomes payable on a Supply made under or in connection with this agreement, an additional amount is payable by the party providing consideration for the Supply equal to the amount of GST payable on that Supply as calculated by the party making the Supply in accordance with the GST Law;
- iii. the additional amount payable under clause 4a(b)(ii) above is payable at the same time and in the same manner as the Consideration for the Supply;
- iv. unless otherwise stated in these terms, when determining the amount of a payment under these terms;
 - a. if a party is entitled under these terms to be reimbursed or indemnified by the other party for an expense, claim, loss, liability or cost incurred in connection with these terms, the reimbursement or indemnity payment must not include any GST component of the expense, claim, loss, liability or cost for which an Input Tax Credit may be claimed, and
 - b. if a party sets off an amount under this agreement, the same principles apply to calculate the amount to be set-off, as if the amount had been paid in accordance with clause 4a(b)(iv)(a) above; and
 - v. if an Adjustment Event occurs, the parties must do all things necessary to make sure that the Adjustment Event may be appropriately recognised, including the issue of an Adjustment Note.

5. PAYMENT

- 5.1 Payment in net cash or other cleared payment is due 30 days from date of invoice unless otherwise expressly agreed in the Contract. Time for payment is of the essence.
- 5.2 BUYER must not withhold payment of any part of the price unless that part is the subject of a bona fide dispute. The BUYER must immediately pay SUPPLIER any such disputed part if it is subsequently found to be payable. All payments that are past due (including any disputed payments that are subsequently found to be payable) will be subject to interest calculated from the date the payment fell due until the date of payment at a rate that is 2% higher than the overdraft rate charged or that would be charged by SUPPLIER's bankers to it and such interest is payable on demand.
- 5.3 SUPPLIER may refuse orders, or require prepayment of future orders in full, if all prior invoices are not paid in full or if SUPPLIER reasonably deems such steps necessary to secure payment.
- 5.4 In the event of any payment default by BUYER under these terms and conditions, BUYER agrees to pay to SUPPLIER all reasonable and necessary costs of collection hereunder, including reasonable attorney's fees.
- 5.5 Any taxes or other charges imposed upon the purchase or resale of the Goods will be paid by BUYER.

6. FORCE MAJEURE

V2025

SUPPLIER may, without liability, delay, reduce or cancel orders or deliveries if it is hindered, delayed or prevented from manufacturing or delivering the Goods through circumstances beyond its reasonable control including, but not limited to, employment disputes, strikes, adverse weather conditions, accidents, shortages of or inability to obtain raw materials and operating resources, breakdown of plant or machinery, terrorism, acts of God, fire, war, national emergency, flood, explosion, transport problems or shortages or governmental action or inaction.

7. WARRANTIES

7.1 If properly handled and stored by BUYER or its agents, SUPPLIER warrants that the Goods shall conform at the time of delivery in all material respects with SUPPLIER's specification for the Goods. BUYER shall notify any apparent or non-apparent defect, loss or damage under the terms referred to in clause 10. Immediately after a non-apparent defect is discovered BUYER shall stop using the Goods; return, subject to SUPPLIER's prior approval and in accordance with SUPPLIER's instructions, any Goods and containers still available and in any event provide all necessary assistance to allow SUPPLIER to investigate. If these conditions are satisfied and Goods are proven to be not compliant with SUPPLIER's specifications, SUPPLIER will replace any non-conforming Goods (or, if that is not reasonably practicable, refund the price (or an appropriate proportion)) and refund all reasonable return costs. This undertaking is SUPPLIER's sole liability for non-conforming Goods.

7.2 Recommendations or suggestions as to the use, application, storage, handling or disposal of the Goods given (whether before or after delivery) in sales or technical literature or in response to an enquiry or in any other form are given in good faith but ultimate reliance is for the BUYER's sole assessment (by trial processing if necessary) and SUPPLIER accepts no liability for such recommendations or suggestions. No warranty is given as to the Goods' quality or fitness for any particular purpose and all implied statutory or common law terms as to quality, description or fitness for purpose (under the laws of any jurisdiction) are excluded to the maximum extent permitted by applicable law. All users are advised to review the specific context of the intended use to determine whether the user's intended use violates any law or infringes upon any patent(s).

7.3 Where SUPPLIER provides assistance to BUYER, whether with regard to installation or delivery or technical suggestions relating to Goods or similar ("Services"), SUPPLIER does so in good faith but such Services are performed subject to the warning issued in clause 7.2 above and clause 12 below.

8. TERMINATION

Without prejudice to any other rights or remedies, SUPPLIER may terminate the Contract by notice to BUYER if the BUYER is in breach of its obligations under the Contract or insofar as permitted by applicable law upon the happening of any event described in clause 9.2. The price of Goods delivered but not then paid for shall become immediately due and payable.

9. TITLE AND RISK

9.1 Title shall not pass until SUPPLIER receives cleared payment in full for the Goods and all other Goods agreed to be supplied by SUPPLIER to BUYER for which payment is then due. Where payment is overdue or insofar as permitted by applicable law upon the happening of any event described in clause 9.2 SUPPLIER may recover or re-sell any Goods that have not been resold (or resold subject to retention of title) and may enter BUYER's premises for that purpose. Until title passes the Goods shall be held by BUYER as SUPPLIER's bailee and fiduciary agent and the Goods shall be separately stored and identified as those of SUPPLIER and insured for their full reinstatement value. BUYER shall allow SUPPLIER on site, free of trespass, and shall provide to SUPPLIER all reasonable assistance with the recovery of such Goods. If Goods are intended for commercial resale then the BUYER may resell as part of its ordinary course of business but, in consideration for this permitted resale of the Goods, it hereby assigns to the SUPPLIER as security all of the future claims that the BUYER may have against its own customers. The SUPPLIER is entitled to collect the claims so assigned on its own behalf if the BUYER is in default of meeting its payment obligations regarding the Goods. Title in any Goods being worked on continues to belong to the SUPPLIER unless they are irrevocably incorporated with other Goods, at which point the BUYER agrees that it transfers to and maintains for SUPPLIER a co-ownership interest in the newly created item in proportion to the value of the Goods for which payment in full has not been made (relative to the value of the other combined or intermixed items) and for which interest the SUPPLIER may maintain an action to claim. The BUYER shall provide all reasonable assistance to the SUPPLIER with recovery of the assigned claims, including notifying its customers of the debt claim.

9.2 Insofar as permitted by applicable law, BUYER's right to use the Goods or resell the Goods to its customers shall cease and any sums due to SUPPLIER under the Contract shall become immediately due and payable if the BUYER becomes subject to any form of receivership, administrative receivership or administration or insolvency administration within the meaning of the *Corporations Act 2001 (Cth)* (whether out of court or otherwise); liquidation (other than for a bona fide and solvent amalgamation or reconstruction); bankruptcy; any form of composition with creditors; any of the foregoing under any analogous foreign provisions or proceedings affecting the BUYER or if the BUYER proposes any of the foregoing or where SUPPLIER reasonably believes that any of the foregoing is about to occur.

9.2a SECURITY AND COLLECTION

- a) Unless otherwise indicated in these terms, the words listed below have the same meaning when used in these terms as they do in the *Personal Property Securities Act 2009 (Cth)* ("PPSA"):
- i. "Purchase Money Security Interest";
 - ii. "Proceeds";
 - iii. "Register";
 - iv. "Registration";
 - v. "Security Agreement";
 - vi. "Security Interest";
 - vii. "Financing Statement"; and
 - viii. "Financing Change Statement".
- b) As security for payment hereunder, BUYER hereby grants SUPPLIER a Security Interest in all Goods supplied by SUPPLIER to BUYER, and this Agreement is a Security Agreement.
- c) Accordingly, BUYER consents to SUPPLIER registering SUPPLIER's Security Interest on the Register and agrees to provide all assistance reasonably required by SUPPLIER to facilitate registration.
- d) BUYER will:
- i. sign any further documents and/or provide any further information, such information to be complete, accurate and up-to-date in all respects, which SUPPLIER may reasonably require to register a Financing Statement or Financing Change Statement;
 - ii. reimburse SUPPLIER for all expenses incurred in registering a Financing Statement or Financing Change Statement; and
 - iii. give SUPPLIER not less than fourteen (14) calendar days' prior written notice of any proposed change in BUYER's name and/or any other change its details.
- e) BUYER and SUPPLIER agree that neither of them is required to disclose any information of a kind referred to in section 275(1) of the PPSA that is not in the public domain.
- f) Despite any statement to the contrary by BUYER, every payment to SUPPLIER in respect of the Goods must be taken as a payment:
- i. first, of any debt which is not the subject of a Security Interest in favour of SUPPLIER;
 - ii. secondly, of the amounts held by BUYER in trust for SUPPLIER or subject to a security interest in favour of SUPPLIER, to the extent that the trust or Security Interest is not a Purchase Money Security Interest under the PPSA or was not perfected by registration within the time specified by section 62 of the PPSA;
 - iii. thirdly, of the amounts held by BUYER in trust for SUPPLIER or subject to a Security Interest in favour of SUPPLIER of amounts, to the extent that the trust or Security Interest is a Purchase Money Security Interest under the PPSA perfected by registration within the time specified by section 62 of the PPSA;
 - iv. fourthly, for any Goods that BUYER has sold but for which it has not received the proceeds; and
 - v. fifthly, for whatever Goods BUYER has not sold as SUPPLIER elects.
- g) BUYER waives any right to receive notice of any verification statement issued under the PPSA.
- h) If Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising out of these terms and conditions, SUPPLIER and BUYER agree that each of the provisions of the PPSA which section 115 of the PPSA permits parties to the contract out of, other than sections 117, 118, 120, 123, 126, 128, 129 and 134(1), do not apply to the enforcement of that security interest.

- i) BUYER will insure and keep insured all Goods supplied by SUPPLIER in BUYER's possession or control from time to time against risk of loss or damage by hazards normally insured against.
- j) Upon the appointment of receiver, receiver and manager, liquidator or mortgagee in possession of the business of BUYER or if BUYER becomes insolvent or enters into any other form of insolvency administration within the meaning of the *Corporations Act 2001 (Cth)* or upon payment not being made by BUYER on agreed payment terms SUPPLIER is granted an irrevocable licence to enter BUYER's premises for the purpose of repossessing the Goods then in the possession of BUYER.

9.2b CREDIT CHECK AUTHORITY. BUYER irrevocably authorises SUPPLIER, its employees and agents to make such enquiries as it deems necessary to investigate the credit worthiness of BUYER from time to time including (but without limitation) the making of enquiries of persons nominated as trade referees, the bankers of BUYER or any other credit providers (collectively "the information sources") and BUYER hereby authorises the information sources to disclose to SUPPLIER such information concerning BUYER which is within their possession and which is requested by SUPPLIER.

9.3 All risks in the Goods shall pass upon delivery of the Goods at the delivery point agreed in the Contract unless delivery is made by BUYER's selected carrier; In such event, the risks will pass to BUYER at delivery in the carrier's hands.

9.4 All intellectual property rights in and to the Goods, their manufacture, development or creation (including improvements to the same) shall be or remain vested in SUPPLIER (whether or not commissioned by the BUYER) and the BUYER will, at the request and cost of SUPPLIER, do any act and execute any documents necessary to confirm such rights in or transfer such rights to SUPPLIER.

9.5 The BUYER shall not disclose to any other party any confidential information belonging to SUPPLIER or to which SUPPLIER has lawful access (including, but not limited to, specifications, formulae, manufacturing processes, know-how or any technical or economic information), or use such information for any purpose except as expressly authorized in writing by SUPPLIER.

9.6 In order to protect the proprietary and confidential nature of SUPPLIER's Goods BUYER shall not (i) analyse or have analysed or permit the analysis of any sample or Goods supplied (except as may reasonably be required for safety purposes), nor (ii) copy or permit the copying of the Goods.

10 NOTIFICATION OF DEFECTIVE DELIVERY

10.1 BUYER has an obligation to inspect Goods with regard to appearance and quantity upon delivery and shall make a note of any visible damage or obvious default in writing upon the carrier's delivery note at the time of delivery. BUYER shall notify SUPPLIER of the same immediately, following up in writing to SUPPLIER within 3 working days of such delivery, providing photographic evidence to support its complaint where possible.

10.2 BUYER shall notify SUPPLIER of any concealed damage or losses discovered after delivery in writing within 7 working days of such delivery, providing photographic evidence to support its complaint where possible.

10.3 BUYER shall notify SUPPLIER of any non-apparent / latent damage in writing within 7 working days of when any non-apparent / latent damage should reasonably have been discovered, providing samples and other evidence to support its complaint (see clause 7.1).

10.4 If no such notice is received by SUPPLIER within the above periods, the Goods are deemed to be in all respects in accordance with the order and BUYER is bound to accept and pay for the same accordingly and BUYER has no claims for any damage to, or loss of, Goods following delivery to the ex-works point.

11 SHORTAGES AND OVER DELIVERY

SUPPLIER's ex works weights verification shall be final. SUPPLIER may deliver to within plus or minus 10% of weight or volume ordered. BUYER shall pay for actual weight or volume delivered within such tolerances. Subject to compliance with clause 10.1. SUPPLIER shall as soon as practicable deliver any shortfall or collect any over delivery outside of such tolerances. Failure to give notice of over delivery outside of such tolerances in accordance with clause 10.1. or any use or dealing in such Goods shall require the BUYER to pay for them at the Contract rate.

12 EXCLUSIONS and LIMITATIONS

This clause applies unless otherwise specifically agreed in writing and signed by authorized representatives of both BUYER and SUPPLIER.

12.1 SUPPLIER's total aggregate liability to the BUYER for any claim or series of related claims howsoever arising, in contract, tort (including without limitation negligence), breach of statutory duty, misrepresentation (unless fraudulent), strict liability or otherwise, is limited to replacement of affected Goods or refund of the purchase price for affected Goods.

12.2 Where a claim relates to Services, SUPPLIER's total aggregate liability to the BUYER for any claim or series of related claims howsoever arising, in contract, tort (including without limitation negligence), breach of statutory duty, misrepresentation (unless fraudulent), strict liability or otherwise, is limited to replacement of affected Goods or Services or refund of the purchase price for those Services or the Goods related to the Services only.

12.3 SUPPLIER shall not in any event be liable to the BUYER for its loss of profit, loss of margin, loss of contract, loss of business, loss of goodwill or any indirect or consequential losses arising out of or in connection with the Contract.

12.4 Nothing shall exclude, restrict or limit the SUPPLIER's liability (i) for fraud or (ii) for gross negligence or (iii) for death or personal injury relating to the supply of the Goods or Services and arising from the SUPPLIER's negligence, or (iv) under applicable mandatory law for which liability cannot be contracted out.

12.5 BUYER shall use its best efforts to minimise or reduce any amount claimed.

12.6 Subject to other applicable limitations set out in the Contract and insofar as permitted by applicable law, any claim made or action commenced by BUYER must be brought within one year of from the date of shipment by SUPPLIER.

12.7 Notwithstanding the above, in the event that the supply of the Goods to BUYER constitutes the supply of goods to a "consumer" under Schedule 2 of the *Australian Competition and Consumer Act 2010 (Cth)* ("Australian Consumer Law"), nothing in these terms and conditions restricts, excludes, or modifies the application of the Australian Consumer Law. Otherwise SUPPLIER, to the extent permitted by the Australian Consumer Law, including in relation to any breach of any statutory guarantee under the Australian Consumer Law, limits its liability for the losses of BUYER (including indirect, special

or consequential loss) to, at SUPPLIER's sole option, any one or more of: (i) the replacement of the Goods or the supply of equivalent goods; (ii) the repair of the Goods; (iii) the payment of the cost of replacing the Goods or of purchasing similar goods; or (iv) the payment of the cost of having the Goods repaired.

13 GENERAL

13.1 The Contract sets out the entire agreement between the parties and BUYER has not relied on any representation or warranty except as expressly set out in writing in the Contract. This provision shall not affect any liability of SUPPLIER for fraudulent misrepresentation.

13.2 Any waiver, indulgence or delay by SUPPLIER in enforcing any right shall not constitute any waiver of rights.

13.3 This Contract is personal to the BUYER and SUPPLIER and neither party shall assign or transfer any rights and benefits hereunder to any other person without the other party's prior written consent (such consent not to be unreasonably withheld or delayed) provided that SUPPLIER is permitted (without the need to obtain consent) (i) to assign or transfer the rights and benefits under the Contract in whole or in part to any subsidiary, holding company or subsidiary of such holding company of SUPPLIER and (ii) to assign or transfer to any third party its rights to collect the debts or receivables arising under the Contract.

13.4 No amendment, variation or waiver of the Contract or any provision of it shall be effective unless agreed in writing by the parties' authorised representatives.

13.5 Any provision of the Contract or these Conditions that is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of the Contract or these Conditions. The void or unenforceable provision(s) shall be replaced by a substitute provision which comes closest to that intended by the parties.

14 EXPORT CONTROL AND CONTROLLED USE

14.1 BUYER shall not supply import or export the Goods contrary to (a) United States, United Nations, European Community or other sanctions; or (b) other applicable export or import restrictions.

14.2 Goods must not in any way be used, transferred, exported, re-exported or disposed of or sold on in connection with any actual or suspected use relating to (a) nuclear, chemical or biological weapons or their delivery systems; or (b) precursors for prohibited or controlled substances.

14.3 BUYER represents that Goods will not be sold, exported, re-exported, transferred, consigned, diverted or otherwise disposed of in violation of the following (collectively, "Export Controls"): the U. S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations and any applicable laws, including U.S. sanctions, administered by the U.S. Treasury. BUYER further represents that it will not directly or indirectly export, re-export, or transfer to, or otherwise make any Goods available for use in, the Crimea region, Cuba, Iran, North Korea, Syria, or any other location in violation of any applicable Export Controls; and that any sale or shipment of any finished good made with Goods to any country or region that is subject to a U.S. trade embargo will be made only in compliance with applicable Export Controls.

14.4 Delivery or other arrangements which SUPPLIER agrees to or is obliged to undertake beyond the delivery point per the agreed INCOTERM shall be as BUYER's agent and BUYER shall pay all duties, charges or expenses incurred. Goods not taken in by BUYER or BUYER's carrier may be warehoused at the BUYER's risk and cost.

14.5 BUYER shall reimburse to the SUPPLIER any additional costs or expenses incurred as a result of any delay or failure of the BUYER in performing its export or import obligations.

14.6 The 1980 United Nations Convention on International Sale of Goods (the Vienna Convention) and the United Nations Convention on the Limitations Period in the International Sale of Goods Convention, as amended shall not apply but the international rules for the interpretation of trade terms (Incoterms) shall apply except where they conflict with the provisions of the Conditions.

14.7 BUYER shall advise SUPPLIER of any special requirements required for importation of the Goods into the country of delivery.

14.8 BUYER shall remain responsible for accurate information in this regard and shall indemnify SUPPLIER for any costs, losses or damages suffered by SUPPLIER where BUYER provides inaccurate or late information or otherwise does not comply with this clause 14.

15 BUYER OBLIGATIONS

15.1 The BUYER shall not use any SUPPLIER trademarks or trade names in the re-sale of the Goods, other than where specifically authorised by SUPPLIER in advance in writing. Where SUPPLIER agrees to supply Goods under BUYER's name, BUYER warrants that its instructions regarding manufacture, packing, packaging, labelling and marking (i) shall be provided in a timely and accurate manner, (ii) shall ensure compliance of the same with all applicable laws, and (iii) shall not infringe the rights of any third party. BUYER shall comply with all applicable laws regarding the placing of product on any market for sale and is responsible also for all its own customer communications and interactions. SUPPLIER may assist BUYER by providing technical or other information and/or artwork or similar, but the ultimate and sole responsibility for Goods sold under BUYER's name shall rest with BUYER at all times.

15.2 The BUYER shall indemnify the SUPPLIER against all third party claims, losses, costs and expenses (including legal costs or fines) suffered or incurred by the SUPPLIER in relation to the Goods arising directly or indirectly out of any acts or omissions of the BUYER, its employees or agents in this regard.

15.3 SUPPLIER is a wholly owned subsidiary of a publicly held company in the United States. Therefore, there are certain U.S. and international laws that cover SUPPLIER's practices. Applicable laws include, but are not limited to, the OECD Anti-Bribery Conventions, the United Nations Convention against Corruption, the *Foreign Corrupt Practices Act*, U.S. export control and embargo and anti-boycott laws. By signing this Agreement, the BUYER agrees to abide by these laws.

16 LAW

These Conditions and any Contract shall be governed by and construed in accordance with the laws of the State of Victoria, Australia. The parties agree (a) to submit any dispute arising out of or in connection with the Conditions and/or the Contract to the exclusive jurisdiction of the Victorian and Australian courts, and (b) that the SUPPLIER may elect to take action or proceedings in the court located in the country either where (i) its registered office is incorporated or where (ii) the SUPPLIER suffers any damage. In any case, the BUYER waives any right to apply to any other court(s) other than the one designated by the SUPPLIER. Proceedings shall be conducted in the English language.