H.B. FULLER - ANZ REGION
CONDITIONS FOR THE PURCHASE OF GOODS AND/OR SERVICES

These terms and conditions apply to any Goods or Services supplied, or to be supplied, by the Supplier to the Company except to the extent varied by written notice by the Company to the Supplier prior to the supply of any such Goods or Services. The Supplier's commencement of work on the Goods or Services is acceptance of these terms and conditions.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

Agreement means the agreement between the Company and the Supplier for the purchase of Goods or Services by the Company from the Supplier of which these terms and conditions and the relevant Purchase Order form part.

Australian Consumer Law means the Laws set out in Schedule 2 of the Competition and Consumer Law 2010 (Cth).

Australian Standard has the meaning set out in clause 3.1(b).

Business Day means a day on which trading banks are open for business in Melbourne, Victoria, excluding a Saturday or Sunday and public holidays.

Company means H.B. Fuller Company Australia Pty Ltd (ABN 37 003 638 435).

Contract Price means the price payable by the Company to the Supplier for Goods or Services as set out in a Purchase Order or as otherwise agreed between the Company and the Supplier.

Corrupt Act means any of the conduct referred to in clause 11(a).

Delivery Date means the scheduled date of delivery specified in a Purchase Order or as otherwise agreed between the Company and the Supplier.

Delivery Point means the location to which the Goods are to be delivered or at which the Services are to be provided as set out in a Purchase Order or as otherwise agreed between the Company and the Supplier.

Goods means the goods described in any Purchase Order submitted by the Company to the Supplier which is accepted by the Supplier or otherwise purchased by the Company from the Supplier.

Heavy Vehicle National Law means the Heavy Vehicle National Law as adopted by the Laws of the relevant State or Territory of Australia.

Insolvency Event means, in respect of a party, any one or more of the following events or circumstances:

(a) a winding up, dissolution, liquidation, provisional liquidation, administration or bankruptcy;

(b) having a controller or analogous person appointed to it or any of its property;

(c) being unable to pay any of its debts as and when due and payable or being deemed to be insolvent under any provision of the *Corporations Act 2001 (Cth)* or any other law;

(d) seeking protection from its creditors under any law, entering into a compromise, moratorium, assignment, composition or arrangement with, or for the benefit of, any of its members or creditors;

(e) any analogous event or circumstance to those described in paragraphs (a) to (d) under any law; or

(f) taking any step or being the subject of any action that is preparatory to, or reasonably likely to result in, any of the above,

unless such event or circumstance occurs as part of a solvent reconstruction, amalgamation, compromise, arrangement, merger or consolidation approved by the other party.

Intellectual Property means all intellectual and industrial property rights in any form now in existence or developed in the future including, without limitation, rights in the nature of any patent, trade mark or service mark, copyright, visual image right, plant breeder's rights, design, business name or trade secret or confidential information, semi-conductor or circuit layout rights, whether or not registered or registrable, whether created by legislation or common law.

Laws includes (without limitation) common law and any constitution, decree, legislation, order, ordinance, regulation, by-law, statute, treaty or other legislative measure.

Loss means any claim, action, damage, loss, liability, cost (including, but not limited to, legal costs and expenses on a solicitor/client basis), charge, expense, outgoing or payment.

Payment and Invoicing Terms means the payment and invoicing terms specified in a Purchase Order or as otherwise agreed between the Company and the Supplier.

PPSA means the means the *Personal Property Securities Act 2009* (Cth).

Product Recall means a recall or withdrawal of the Goods from sale, either voluntarily or as a result of government direction.

Purchase Order means each purchase order for the supply and delivery of the Goods or acquisition of Services issued by the Company to the Supplier.

Rejected Goods or Services has the meaning set out in clause 3.6(a) of this Agreement.

Services means the services described in any Purchase Order submitted by the Company to the Supplier which is accepted by the Supplier or otherwise purchased by the Company from the Supplier.

Specifications means the technical specifications for the Goods or Services set out in or accompanying any Purchase Order.

Supplier means the entity from which the Company has agreed to acquire Goods or Services.

Warranty Period means the period of three years from the date of delivery of the Goods or completion of supply of the Services or such other term agreed in writing between the Company and the Supplier.

1.2 Interpretation

Any reference in this Agreement to the singular includes the plural, to any gender includes all genders, to any Act or statute includes any Act or statute which supersedes, replaces or modifies any earlier Act or statute, to persons includes all bodies and associations both corporate and unincorporated and vice versa, paragraph headings are for reference purposes only, to $ is to Australian currency unless expressed otherwise and to "including" (or any other similar word) is to be read as if followed by the words "without limitation".

2. SUPPLY OF GOODS

(a) The Supplier agrees to supply and deliver the Goods or Services to the Company in accordance with any relevant Purchase Order and this Agreement.

(b) The Supplier must deliver the Goods or Services to the Delivery Point on or before the Delivery Date.

(c) The Company has the right to make changes to a Purchase Order at any time and the Supplier agrees to accept such changes. In the event such changes result in additional costs, the Company will make an equitable adjustment in the purchase price under the Purchase Order provided such additional costs are itemised for the Company by the Supplier within thirty days of the notice of the change.

3. GOODS AND SERVICES

3.1 Quality of the Goods

(a) All Goods supplied by the Supplier must conform to the Specifications and, if none are provided, to the Supplier's specifications.

(b) The Goods must comply with the appropriate and current standard of the Standards Association of Australia (**Australian Standard**).

(c) All Goods must:

(i) be fit for any specific purpose of the Company made known to the Supplier or for any other purpose of the Company for which Supplier should have reasonably been aware;

(ii) be of acceptable quality and, subject to sub-paragraph (i), fit for any purpose for which the Goods are commonly supplied;

(iii) be safe and free from material defects in design, material and workmanship; and

(iv) comply with all applicable product safety laws.

3.2 Product Safety

If before the Goods are delivered or within 12 months of delivery to the Company the Supplier is required to report to a government agency in relation to a product safety incident or event under the product safety provisions of the Australian Consumer Law, then the Supplier must notify the Company in writing immediately of such incident or event.

3.3 Quality of Services

All Services supplied by the Supplier must be performed efficiently, safely, competently and in conformity with any applicable industry code of practice by suitably qualified and experienced personnel, and of the highest quality which reasonably would be expected from a skilled and experienced operator providing a similar type of service in similar circumstances.

3.4 Delivery

(a) Deliveries from the Supplier must have delivery dockets or a proof of delivery process or systems to validate deliveries to any Delivery Point (including details of quantity ordered, quantity shipped, description of the Goods delivered and GST).

(b) Deliveries must be made in accordance with the Company's instructions (including any written instructions or any directions set out on the Purchase Order).

(c) The Supplier must promptly notify the Company if delivery is likely to be delayed (giving reasons for the delay) and apply in writing for an extension of the Delivery Date. The Company may grant or refuse an extension to the Delivery Date in its absolute discretion.

(d) If the Supplier fails to fully deliver the Goods or fully supply the Services by the Delivery Date, the Company may cancel the Purchase Order for the Goods or Service (without penalty or cost to the Company) and purchase substitute goods or services from another supplier and the Supplier must pay the Company the additional cost or expense incurred by the Company in purchasing substitute goods or services. Where the Company has paid any part of the Contract Price for the Goods or Services then the Supplier must refund that part of the Contract Price to the Company.

(e) The Supplier must ensure that the Goods are packaged to ensure their safe delivery to the Delivery Point.

(f) The Supplier must bear the cost of all packaging, freight, pallet charges, warehousing, fuel surcharges, insurance and other charges in connection with the delivery of the Goods.

(g) The Supplier must ensure that the Goods are packed and labelled in accordance with all applicable Laws and Australian Standards.

3.5 Transport of the Goods

The Supplier must, and must ensure that its contractors comply with Laws relating to road transport compliance for heavy vehicles, including but not limited to compliance with:

(a) mass, loading and dimension requirements;

(b) restrictions on driver hours;

(c) duties to avoid and prevent heavy vehicle driver fatigue;

(d) speed limits and other traffic laws;

(e) carrying and maintaining accurate transport documentation including accurate and complete container weight declarations;

(f) chain of responsibility requirements under the Heavy Vehicle National Law; and

(g) all other relevant safety Laws.

3.6 Receipt and Acceptance of the Goods

(a) The acceptance of delivery of the Goods by the Supplier is subject to inspection by the Company. The Company may reject Goods if they are unacceptable, unfit for the Company's purpose, defective or not in accordance with the Purchase Order or Specifications (**Rejected Goods**).

(b) Subject to clause 3.7(c), the Company bears the risk of any damage, theft or loss of the Goods after delivery.

3.7 Rejection and Removal of the Goods

(a) If the Company notifies the Supplier in writing that the Goods are Rejected Goods, the Supplier must remove, replace or rectify the Rejected Goods at the Supplier's expense.

(b) If the Supplier fails to remove, replace or rectify the Rejected Goods within the reasonable time directed by the Company, the Company may return the Rejected Goods or make them available for collection (in each case at the Supplier's risk and expense), cancel that Purchase Order with the Supplier and proceed to purchase substitute goods from another supplier. The Supplier must pay the Company the extra cost or expense incurred by the Company in purchasing substitute goods. Where the Company has paid any part of the Contract Price for the Goods then the Supplier must refund that part of the Contract Price to the Company.

(c) The Company is not responsible for the care or custody or any damage, deterioration, theft or loss of any Rejected Goods from the date the Supplier is notified that the Goods have been rejected.

3.8 Legal title in the Goods

(a) Subject to clause 3.7(c), risk in the Goods passes to the Company upon acceptance of delivery under clause 3.6.

(b) Legal title in the Goods is retained by the Supplier and passes to the Company when the Company has paid all amounts owing for those Goods to the Supplier.

(c) Notwithstanding that title in the Goods is retained by the Supplier, the Company is authorised to use and dispose of the Goods in the ordinary course of business.

3.9 Security Interest in the Goods

The parties acknowledge and agree that a security interest (as defined in the PPSA) arises under this Agreement in all present and future Goods delivered by the Supplier to the Company until the Company has paid all amounts owing for those Goods and all proceeds of the sale of the Goods in the form of a purchase money security interest under the PPSA.

4. WARRANTY PERIOD

(a) The Supplier must, during the Warranty Period, rectify at its own cost (including any costs of removal, re-installation, freight and insurance), any defects in the Goods that arise from faulty materials, design or workmanship, or installation (if the Goods are installed by the Supplier).

(b) Nothing in clause 4(a) limits the application of any express warranties provided by the Supplier in connection with the Goods.

(c) The Supplier must not initiate a Product Recall for the Goods that form part of Goods sold by the Company without first consulting with the Company.

5. PRODUCT RECALL

(a) If the Supplier receives any customer complaint in respect of Goods, the Supplier must notify the Company immediately, and provide the Company with a written summary of the complaint as soon as practical.

(b) The Supplier will be responsible for addressing customer complaints concerning the Goods and the costs of any Product Recalls undertaken in respect of the Company's products to the extent that they are conducted due to concerns in respect of Goods supplied to the Company.

6. PLANT AND EQUIPMENT

(a) The Supplier must provide, at its own cost, all ancillary plant and equipment as is necessary for the Company to use the Goods or benefit from the Services for their intended purpose.

(b) All ancillary plant and equipment must be in good working order and compliant with all Laws.

(c) The Supplier is responsible for maintaining, repairing and insuring all ancillary plant and equipment provided under this clause.

7. PAYMENT

7.1 The Company to Pay

(a) Subject to clause 7.3, the Company must pay the Supplier the Contract Price for the supply and delivery of the Goods or Services within ninety days of receipt of a valid tax invoice, unless otherwise agreed upon by the parties in writing.

(b) The Supplier acknowledges that no charge may be imposed on the Company other than the Contract Price, other than GST in accordance with clause 17.

(c) Payment for Goods delivered or Services provided under this Agreement does not constitute acceptance of such Goods or Services.

7.2 Invoicing and Payment

(a) The Supplier will render tax invoices to the Company in accordance with the Payment and Invoicing Terms.

(b) Notwithstanding sub-clause 7.1(a), the Company may withhold payment of any amount that it disputes in good faith until the dispute has been resolved.

7.3 Right to Set-off

The Company reserves the right to set-off from any amount due to the Supplier under this Agreement any amount due to the Company under this Agreement or any other agreement.

7.4 Price

The Supplier warrants to the Company that the prices quoted by the Supplier are the lowest prices for which these or similar Goods or Services are sold by Supplier to other customers, and in the event of any price reduction between acceptance of a Purchase Order and delivery of the Goods or Services, the Company will be entitled to such reduction.

8. SUPPLIER'S OTHER REPRESENTATIONS AND WARRANTIES

The Supplier represents and warrants that:

(a) it is (or will be, at the date of delivery of the Goods) the legal and beneficial owner of the Goods;

(b) there is no encumbrance over the Goods (other than the Security Interest in favour of the Supplier under clause 3.9);

(c) it has full power and authority to enter into and perform its obligations under this Agreement;

(d) its entry into and performance of this Agreement will not violate any Laws;

(e) the Goods and Services and any design, documents or methods of working provided by the Supplier will not infringe any intellectual property rights of any person; and

(f) repairs and spare parts are reasonably available in respect of the Goods and will be during the Warranty Period.

9. SUPPLIER'S OBLIGATIONS

The Supplier must:

(a) comply with applicable policies and procedures of the Company, as reasonably directed by the Company to the Supplier;

(b) comply with all Laws applicable to the performance of its obligations under this Agreement;

(c) obtain and maintain at its cost all necessary permits, licences and registrations required to perform its obligations under this Agreement; and

(d) not use any name, mark or brand or other property of the Company except as specifically authorised by the Company.

10. OCCUPATIONAL HEALTH & SAFETY

Where the Delivery Point is occupied or controlled by the Company, the Supplier must ensure that its employees, agents and sub-contractors wear their company uniform and an identity badge with their name and company name displayed, when delivering the Goods or providing the Services and must comply with all occupational health and safety policies and requirements of the Company as notified to the Supplier.

11. ANTI-BRIBERY AND CORRUPTION

(a) The Supplier is aware of the fact that Company is a global company headquartered in the US and therefore subject to US and other globally applicable rules and regulations. It is essential that, as part of the Company network, the Supplier adheres to the same rules and regulations, as well as complies with the Company Code of Business Conduct (ethical standards):

https://investors.hbBuyer.com/governance/governance-documents/default.aspx

(b) The Supplier agrees that it (and any subSellers, contractors or employees, if permitted) will comply with all applicable laws, including but not limited to

(i) U.S.A.* or other applicable laws which prohibit:

(A) Transactions involving the following countries: Iran, Cuba, North Kirea, Syria and the Regions of Crimea, Donets, and Luhansk (collectively, the "Embargoed Countries"),

(B) Products, materials or data acquired from Company from being exported, re-exported, transferred (including in-country transfers) sold, or otherwise made available for use to, transported through, or stored in, any of the Embargoed Countries, unless properly authorized by the U.S.A. government.

** including those administered or enforced by the: US Department of Commerce, Bureau of Industry and Security (BIS); US Department of Treasury, Office of Foreign Assets Controls ("OFAC) and US Department of State.*

(C) Products, materials or data acquired from Company from being exported, re-exported, transferred (including in-country transfers), sold, or otherwise made available for use, in activities that involve the development, production, use or stockpiling of nuclear, chemical, biological weapons or missiles, or use of such items in any facilities that are engaged in such activities.

(ii) USA and other applicable laws**that prohibit the sale, transfer (including in-country transfer), export, re-export or otherwise making available for use, Company products, material or data to any prohibited person, entity or organization ("Prohibited Person"), any national of any Embargoes Country, or anyone controlled by a Prohibited Person.

*** which include but are not limited to the: Specially Designated Nationals List, Denied Persons List, Unverified List, Entity List, AECA Debarred List, and Nonproliferation Sanctions List. These lists can be accessed at: https://www.trade.gov/data-visualization/csl-search and are subject to change - compliance is required with the lists as they exist at the applicable time.*

(iii) international anti bribery standards, which include strict rules to prohibit the offering or receiving of bribes in general commercial practice, and prohibits the direct or indirect payment, offering to pay, or authorization of payment of anything of value (either in the form of compensation, gift, contribution or otherwise) outside the ordinary course to any person, government official or agency. Generally, a bribe is defined as an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage, where business therefore is conducted otherwise than strictly on the basis of merit. The offering, giving or receiving of any bribe, whether directly or indirectly, is prohibited; and

(iv) those underpinning the Company Code of Business Conduct and ethical values of supporting legitimate trade only.

Failure to adhere to the above provisions is a serious default and shall constitute grounds for immediate termination of this Agreement. The Supplier shall provide access (to an independent third party, subject to prior signature of a confidentiality agreement) to its books and records for audits of compliance with this provision.

(c) For the purpose of this Agreement, to the best of the Supplier's knowledge and belief, the Supplier has not at any time:

(i) been found by a court in any jurisdiction to have engaged in any Corrupt Act (or similar conduct);

(ii) admitted to having engaged in any Corrupt Act (or similar conduct); or

(iii) been investigated or been suspected in any jurisdiction of having engaged in any Corrupt Act (or similar conduct).

(d) The Supplier represents and warrants that it and its associated parties have not engaged in any Corrupt Act prior to the date of this Agreement.

(e) Save as disclosed by the Supplier in writing to the Company (whether prior to the date of this Agreement or during its term), neither the Supplier nor any of its associated parties are:

(i) public officials; or

(ii) persons who might otherwise assert a corrupt or illegal influence on behalf of either party.

12. INSURANCE

12.1 Supplier Must Effect and Maintain Insurance

The Supplier must effect and maintain for a period of 2 years following termination of this Agreement the following insurances:

(a) workers' compensation as required by Law;

(b) product liability insurance, professional indemnity insurance and public liability insurance, each for not less than A$10 million.

12.2 Evidence

If requested by the Company, the Supplier must, provide the Company with a copy of the certificate of currency and the terms and conditions of any insurance policy referred to in clause 12.1.

13. INTELLECTUAL PROPERTY

13.1 Intellectual Property

(a) The Supplier acknowledges and agrees that all Intellectual Property for the purposes of, or in connection with the supply of the Goods or Services will vest in, and is assigned to, the Company on creation. The Supplier must execute all documents and do all things required to give effect to this clause. This clause does not apply to any pre-existing Intellectual Property of the Supplier.

(b) The Supplier acknowledges and agrees that it has no right, title or interest in the Company's trade marks and that nothing in this Agreement shall be construed as an assignment or grant to the Supplier of any right, title or interest in or to the Company's trade marks or in any copyright, trade mark, design, industrial design or other intellectual property of the Company.

14. INDEMNITY

14.1 General

The Supplier indemnifies and will keep indemnified the Company against all Loss incurred as a consequence of the Supplier's breach of this Agreement or at law or which arises directly or indirectly out of any:

(a) negligent or reckless act or omission;

(b) wilful misconduct or fraud;

(c) breach or non-observance of any applicable Law or authorisation; or

(d) a Product Recall of the Company's products to the extent it is conducted due to concerns in respect of the Goods supplied under this Agreement.

14.2 Intellectual Property Rights

The Supplier indemnifies and will keep indemnified the Company against all Loss incurred which arises directly or indirectly out of any actual or alleged infringement of any intellectual property rights or moral rights of any third party in connection with the Goods or Services, except to the extent that such Loss was caused or contributed to by the Company.

15. CONFIDENTIALITY

15.1 Obligation of Confidentiality

Each party (**Receiving Party**) receiving, possessing or otherwise acquiring Confidential Information of the other party (**Disclosing Party**) acknowledges that the Disclosing Party's Confidential Information is the property of and confidential to or a trade secret of the Disclosing Party. Subject to clause 15.2, the Receiving Party must keep the Disclosing Party's Confidential Information confidential and not directly or indirectly disclose, divulge or communicate that Confidential Information to any other person without the prior written approval of the Disclosing Party.

15.2 Permitted Disclosure

(a) The obligations of confidentiality under clause 15.1 do not apply to any disclosure:

(i) of information that is generally available to the public (other than by reason of a breach of this Agreement);

(ii) of information that is required to be disclosed by any applicable law.

(b) The obligations of confidentiality under clause 15.1 do not prohibit disclosure to:

(i) any legal, financial or other adviser of the Receiving Party; or

(ii) the auditor of the Receiving Party.

15.3 Privacy Act

The Supplier irrevocably authorises the Company, its employees and agents to make such enquiries as it deems necessary to investigate the credit worthiness of the Supplier from time to time including (but without limitation) the making of enquiries of persons nominated as trade referees, the bankers of the Supplier or any other credit providers (collectively "Information Sources") and the Supplier authorises the Information Sources to disclose to the Company such information concerning the Supplier which is within their possession and which is requested by the Company.

16. TERMINATION

(a) The Company may terminate this Agreement or any Purchase Order or any part thereof for its sole convenience by written notice to the Suppler. In that event the Supplier must immediately cease work in relation to the Goods or Services to which the termination relates and comply with the Company's instructions in relation to any such Goods or Services. The Supplier will be paid an equitable adjustment for work already performed prior to receipt of the written notice.

(b) This Agreement may be immediately terminated by notice in writing:

(i) by the Company where the Supplier:

(A) commits any dishonest or fraudulent act;

(B) behaves in a manner which in the reasonable opinion of the Company is likely to adversely affect the reputation or public image of the Company;

(C) ceases, or indicates that it is about to cease, carrying on its business; or

(ii) by either party where the other party:

(A) is the subject of an Insolvency Event; or

(B) breaches any material obligation under this Agreement (including any Purchase Order).

(c) In the event that the Company improperly terminates this Agreement or any Purchase Order the termination is deemed to be termination pursuant to clause 16(a).

(d) Other than as set out in clause 16(a), the Company is not liable to compensate the Supplier for the Company's termination of this Agreement pursuant to this clause 16.

(e) Termination of this Agreement or any Purchase Order does not affect the obligations of either party arising prior to termination nor affect the obligations in clauses 14 and 15.

17. GOODS AND SERVICES TAX (GST)

(a) All Consideration payable under this Agreement in relation to any Supply is exclusive of GST (but inclusive of all other taxes that may be payable by the Supplier in respect of the provision of Goods or Services received under this Agreement). To the extent that any Supply constitutes a Taxable Supply, the Consideration will be increased by the applicable amount of GST (**GST Amount**).

(b) Any GST Amount must be paid by the Company to the Supplier at the same time and in the same manner as the relevant Consideration is paid under this Agreement, subject to the Supplier providing to the Company at or prior to the time of payment a Tax Invoice.

(c) In this clause:

Consideration means any consideration payable under this Agreement in return for a Taxable Supply, but does not include any amount on account of GST;

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (as amended);

GST has the same meaning given to that term in the GST Act;

Supply has the same meaning given to that term in the GST Act;

Tax Invoice has the same meaning given to that term in the GST Act; and

Taxable Supply has the same meaning given to that term in the GST Act.

18. PACKAGING SERVICES

18.1 When Supplier will manufacture and sell Goods to Company under Company's private label, Company hereby grants to Supplier a royalty free, limited, non-exclusive license and right to use Company's trade name or trademarks designated and approved by Company for the sole purposes of labeling and packaging the Goods for sale to Company, or for the preparation of necessary documentation required by Company. Supplier may not sublicense such rights. Company retains the exclusive right, title and interest in its trade name, logos and trademarks used with any labels or packaging of the Goods and Supplier retains the exclusive right, title and interest in all formulas, know-how, manufacturing processes and other product information related to

the Goods. Each party remains responsible for all information on the labels, technical data sheets ("TDS") and safety data sheets ("SDS") or other technical information related to the Goods which such party has provided under the applicable purchase order. Upon termination or expiration of the applicable Purchase Order, Supplier will (i) immediately cease using Company's trademarks or trade names except to the extent that Supplier is required to fill open Purchase Orders for Company; (ii) deliver to Company, or destroy (at Company's sole option) any and all artwork, literature or documents containing such trademarks or trade names and all packaging supplies labels, cartons, cartridges or containers for which Company paid Supplier and (iii) provide such transition services to Company as the parties agree. In addition, Supplier will:

(a) package, mark, label and ship the Goods under Company's trade names, logos and trademarks only as directed by Company;

(b) prepare the necessary artwork and graphics for the labels for the Goods for Company's approval, prior to the first shipment of the Goods, unless expressly agreed otherwise in writing by the parties. The parties will collaborate regarding the preparation of the information necessary for inclusion on labels, packaging, and written documentation to be included with the Goods when shipped by Supplier to Company. All costs of developing artwork, graphics and any plate costs for containers and labels will be the responsibility of Company. Company will exclusively own all artwork, graphics and plates used for labels specifically related to Company's trade name, logos and trademarks;

(c) provide all necessary technical and other information related to the Goods for Company's prior written approval, including, but not limited to, information in each TDS and SDS;

(d) purchase the containers and ship the Goods to Company in the containers specified by Company or as otherwise expressly agreed in writing by the parties. Such containers may be changed at the written direction of Company at any time, provided that Company will reimburse Supplier for the reasonable and actual costs incurred by Supplier in making any such change(s);

(e) provide SDS and regulatory information for the Good;

(f) not change the Goods or content or appearance of the labels or packaging for such Goods without Company's express written permission.

19. MISCELLANEOUS

19.1 Assignment

The Supplier must not assign or subcontract any right or obligation under this Agreement or any Purchase Order to any person without the prior written consent of the Company. The Company may assign its rights and obligations under this Agreement or any Purchase Order to any person.

19.2 Continuing Obligations

The expiration or termination of this Agreement does not operate to terminate any of the continuing obligations under this Agreement and they will remain binding on the party concerned.

19.3 Entire Agreement

This Agreement and any Purchase Order are the entire agreement between the parties and supersede all other communications, negotiations, arrangements and agreements between the parties. In the event of conflict between a Purchase Order and this Agreement the terms of the Purchase Order prevail.

19.4 Other Terms and Conditions

The only contractual terms which are binding upon the Company are those set out in this Agreement and any Purchase Order or otherwise agreed to in writing by the Company and those, if any, which are imposed by law and which cannot be excluded by this Agreement.

19.5 Variation

No variation of this Agreement will be legally binding on either party unless in writing and signed by both parties.

19.6 Waiver

The failure by the Company to insist upon observance by the Supplier of any term of this Agreement will not be deemed a waiver nor amount to a waiver of any subsequent breach.

19.7 Time

Time is of the essence of this Agreement in relation to the Supplier's obligations only.

19.8 Severance

If any of these terms is held to be invalid, void, unenforceable or illegal for any reason, this Agreement will otherwise remain in full force and effect apart from such provision which is deemed to be deleted or modified to overcome that objection.

19.9 Applicable Law

This Agreement is governed by and construed in accordance with the law of Victoria, Australia and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of that jurisdiction.

19.10 Vienna Convention

The United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) known as the Vienna Sales Convention does not apply to Goods supplied by the Supplier to the Company under this Agreement nor do any terms or conditions express or implied by the Vienna Sales Convention form part of this Agreement.

19.11 Counterparts

This Agreement may be signed in any number of counterparts and all such counterparts taken together are deemed to constitute one and the same document.