

GENERAL CONDITIONS OF PURCHASE

1. Definitions

The following terms used in these General Conditions of Purchase have the following meanings:

“Alternative Purchases” has the meaning given to that term in clause 7.4 of these General Conditions of Purchase.

“GST Act” means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

“Intellectual Property Rights” includes both in Australia and throughout the world and for the duration of the rights:

1. Any patents, utility models, copyrights, trademarks, eligible layout rights, designs and other like rights;
2. Any inventions, discovery, trade secret, know-how, computer software and confidential information; and
3. Any business, scientific, technical and product information, including proprietary information relating to the development of new products, whether registered, registrable or unregistered.

“Modern Slavery” means any activity, practice or conduct that would constitute an offence in relation to slavery, forced labour, involuntary servitude, debt bondage, human trafficking, and other slavery-like exploitation as prohibited or defined as a modern slavery offence under all applicable anti-slavery and human trafficking laws, statutes and codes from time to time in force including, but not limited to the Criminal Code Act 1995 (Cth), sch1 divisions 270 and 271, the Modern Slavery Act 2018 (NSW), s 5(1) and sch 2, and the Modern Slavery Act 2015 (UK), sections 1, 2 and 4. For the avoidance of doubt, Modern Slavery includes any conditions or practices similar to those prohibited under those laws, statutes, regulations and codes.

“Party” means, on the one hand, the Supplier, and on the other hand, WIS and/or each WIS Company (as the case may be).

“Products” means the Products set out in the Trading Terms Agreement or Purchase Order Contract incorporating these General Conditions of Purchase, as amended from time to time.

“Purchase Cost” means the amount to be paid for Products by WIS Companies (which is inclusive of all costs and expenses of the Supplier whether foreseen or unforeseen, including (without limitation) all taxes (other than GST) which must be paid by the Supplier) as set out in the Trading Terms Agreement or Purchase Order Contract incorporating these General Conditions of Purchase as amended from time to time.

“Purchase Order Contract” has the meaning given to that term in clause 2.1 of these General Conditions of Purchase.

“Standards” means all standards, specifications, requirements and rules issued by the various worldwide standards association bodies and identified by the abbreviations assigned to each of those standards.

“Trading Terms Agreement” means a signed umbrella supply agreement (if applicable) between the Supplier and WIS incorporating these General Conditions of Purchase.

“WIS” means Wesfarmers Industrial and Safety Pty Ltd (ABN 15 137 253 528).

“WIS Companies” means Coregas Pty Ltd (ABN 32 001 255 312) trading as Coregas, WIS and each of its subsidiaries from time to time, including J Blackwood & Son Pty Ltd (ABN 43 000 010 300) trading as Blackwoods, Blackwoods Xpress Pty Ltd (ABN 99 161 187 391) trading as Blackwoods Xpress; Bullivants Pty Limited (ABN 47 087 887 072) trading as Bullivants; Meredith Distribution Pty Limited (ABN 93 084 560 565) trading as Meredith Distribution; Lawvale Pty Ltd (ABN 50 007 120 603) trading as Migomag Welding Supplies; Blacksmith Jacks Pty Ltd (ABN 44 115 803 659) trading as Blacksmith Jacks, The Workwear Group Pty Ltd (ABN 82 004 055 387) trading as Workwear Group and Wesfarmers Industrial &

Safety NZ Limited (NZ Company number 95105; NZBN 9429040480893).

2. Application of Purchase Order process

- 2.1. These General Conditions of Purchase apply to all Purchase Orders for Products issued by WIS Companies to the Supplier whether pursuant to a Trading Terms Agreement or otherwise. A Purchase Order issued by a WIS Company to the Supplier is an offer by that WIS Company to purchase Products set out in that Purchase Order. A contract for the sale and purchase of Products set out in a Purchase Order ("**Purchase Order Contract**") shall be formed on acceptance of the Purchase Order by the Supplier. Without limitation, the following acts are considered conclusive acceptance by the Supplier of a Purchase Order; (a) signing and returning a copy of the Purchase Order, (b) electronic acceptance or confirmation, (c) delivery of Products against the Purchase Order.
- 2.2. A Purchase Order Contract consists of the terms of these General Conditions of Purchase and the Purchase Order.
- 2.3. Except where a WIS Company and the Supplier agree in writing, these General Conditions of Purchase will apply to the exclusion of any conditions appearing in any other trading document.
- 2.4. WIS and the WIS Companies are not bound to give any Purchase Order to the Supplier or to order any minimum quantity of products from the Supplier.

3. Purchase Costs

- 3.1. When ordering Products under these General Conditions of Purchase the relevant WIS Company shall specify the Purchase Cost for Products ordered by it in the Purchase Order. The Purchase Cost for Products ordered under a Purchase Order shall remain fixed unless otherwise notified by the Supplier and accepted by the WIS Company placing the Purchase Order in writing. It is the responsibility of the Supplier to notify the WIS Company of any inaccuracy in the Purchase Order and to remedy it.
- 3.2. If the Supplier wishes to change the Purchase Cost for any Product generally, the Supplier must apply to WIS in writing. This written notification must be accompanied by a detailed justification for any increase Purchase Costs posted to the appropriate WIS Sourcing Manager(s), and emailed to costnotification@wisau.com.au. The Supplier must give WIS no less than 90 days' written notice (calculated from the date of receipt of the notification by WIS) of any proposed increases in Purchase Costs, however Purchase Cost increases (if any) shall not take effect until WIS has confirmed its agreement to the Purchase Cost increase in writing. The increase will not apply to Purchase Orders sent before the agreed implementation date.

4. Payment & Settlement Discount

- 4.1. A WIS Company ordering Products from the Supplier pursuant to these General Conditions of Purchase must pay for Products received by it ("receipted Products") 60 days from the end of the month in which the invoice was received or in accordance with the payment terms otherwise agreed in writing. Any settlement discount or rebate applicable to WIS or any WIS Company will apply to Products ordered, based upon the total receipted value (including GST) and is to be deducted off the amount payable by the WIS Company for that transaction. Only the WIS Company ordering the Products shall be liable for payment for those Products, and neither WIS nor any other WIS Company shall be liable for such payment.
- 4.2. Each invoice must reference the valid corresponding WIS Purchase Order number to be processed by WIS for payment.
- 4.3. If any part of an invoiced amount is disputed by a WIS Company, then the WIS Company must pay the parts of the invoiced amount which are not in dispute (less any applicable discounts, rebates, incentives) by the relevant due date, but may withhold payment for the remainder of the amount invoiced (for instance where an amount invoiced is higher than the Purchase Order amount the WIS Company need only pay the value specified on the Purchase Order) pending resolution of the dispute. Upon resolution of the dispute the WIS Company shall pay amounts agreed or determined in accordance with the dispute resolution outcome.

4.4. If the Supplier supplies Products without providing an invoice to the WIS Company which ordered the Products, the relevant WIS Company will contact the Supplier to request an invoice. If the Supplier fails to forward an invoice to the WIS Company location from which the Purchase Order was sent in the same working day, the WIS Company will receipt the Products but will not release payment until the invoice is received and the passage of time permitted by clause 4.1 has elapsed.

4.5. The Supplier shall reconcile its accounts with WIS Companies on a monthly basis.

5. Customer Price Support (CPS)

5.1. CPS is a process allowing WIS and the Supplier to agree special prices to be charged to WIS Companies by the Supplier for the purpose of sales of Products by WIS Companies to major customers of WIS Companies and/or for particular contracts between WIS Companies and its customers for a defined period of time. When an opportunity arises, WIS will discuss with the Supplier before agreeing on CPS for a range of products.

5.2. When the Supplier agrees to CPS, the special prices and duration are formalised by signing a CPS Contract.

6. GST (Goods and Services Tax)

6.1 If an amount of GST is payable on a supply under these General Conditions of Purchase:

- a) the recipient of the supply must pay, in addition to the other consideration payable or to be provided for the supply, an amount equal to the GST payable on the supply; and
- b) the recipient must pay the additional amount to the supplier at the same time as the other consideration.

However, the recipient need not pay the additional amount until the supplier gives the recipient a tax invoice (except where the recipient is required to issue the tax invoice).

6.2 If for any reason (including, without limitation, the occurrence of an adjustment event) the amount of GST payable on a supply varies from the GST amount paid to the supplier, the parties will account to each other for the difference. If the recipient is required to pay an additional amount under this clause, and the reason an additional amount is payable is because of the occurrence of an adjustment event, the recipient need not pay the additional amount until the supplier gives the recipient an adjustment note (except where the recipient is required to issue the adjustment note).

6.3 If an amount paid by the supplier as and for GST under these General Conditions of Purchase is overpaid, and Division 142 of the GST Act applies to that amount, then the amount is not recoverable from the supplier unless the supplier can recover that amount from the Commissioner after taking all reasonable steps to do so.

6.4 Clauses 6.1(a) and 6.1(b) do not apply to the extent that the GST on the supply is payable by the recipient under Division 83 or Division 84 of the GST Act.

6.5 If any party is entitled to payment of any costs or expenses by way of reimbursement or indemnity, the claim must exclude any amount for which that party (or representative member if the party is a member of a GST group) may obtain an input tax credit.

6.6 Unless clearly indicated to the contrary, all amounts referred to in these General Conditions of Purchase, other than in this clause, are GST exclusive.

6.7 Unless clearly indicated to the contrary, "GST" and other terms used in this clause (and in other provisions of these General Conditions of Purchase referable to GST) have the meanings given to those terms by the GST Act.

6.8 This clause will continue to apply after expiration or termination of any Trading Terms Agreement or Purchase Order Contract.

7. Delivery and Receipting

- 7.1. The Supplier will deliver the Products ordered by a WIS Company in accordance with the Purchase Order and by the delivery dates set out in the Purchase Order Contract or as otherwise agreed in relation to that Purchase Order. The Supplier acknowledges and agrees that time is of the essence for the delivery of the Products.
- 7.2. Standard delivery terms are Free In Store (FIS). Delivery will be at the expense of the Supplier unless otherwise agreed in writing.
- 7.3. The Supplier shall supply all Products on time and in full (such delivery in full and on time known as "DIFOT"). The Supplier must achieve a minimum delivery level of 95% DIFOT, measured against Supplier provided lead times. The Supplier must notify the WIS Company Branch that ordered the Product of potential delays as soon as possible. Notwithstanding such notice the obligation for the Supplier to deliver by the delivery date set out in the Purchase Order Contract remains unaffected.
- 7.4. If the Supplier is unable to meet the agreed delivery schedule or deliver the Products in accordance with these General Conditions of Purchase or any Trading Terms Agreement or Purchase Order Contract it will be considered a breach of contract which shall entitle the WIS Company to, in addition to other remedies that it has at law or under these General Conditions of Purchase:
- a) Cancel the Purchase Order and terminate the Purchase Order Contract without any expense to the WIS Company; and/or
 - b) Source the Products from a third party ("**Alternative Purchases**"). The Supplier will be responsible for and must pay the relevant WIS Company all incremental costs associated with sourcing Alternative Purchases from an alternate supplier, and the relevant WIS Company will take reasonable steps where practicable to mitigate such costs.
- Nothing in this clause will be construed to limit any other remedy available to the relevant WIS Company under or arising from these General Conditions of Purchase or any relevant Trading Terms Agreement or Purchase Order Contract or otherwise if the Supplier is in breach of any of its obligations under this clause.
- 7.5. The Supplier must:
- a) Deliver the Products to the delivery point in good condition and without damage caused by delivery;
 - b) Replace any damaged item of Product at no additional cost to the relevant WIS Company;
 - c) Package all Products safely and securely and in a manner which prevents damage during the transportation of the Products;
 - d) Comply with WIS Supply Guidelines as notified to the Supplier in writing from time to time;
 - e) Retain supporting documentation for product claims and regulatory compliance where applicable to support any product compliance request made by WIS or a WIS Company within 2 days of request. Requests include but are not limited to Register of Hazardous Substance (RoHS) compliance, Conflict Minerals, and Registration, Evaluation, Authorisation and Restriction of Hazardous Substances (REACH);
 - f) Complete an on-line self-assessment if requested by WIS or a WIS Company relating to sustainability, ethical sourcing, workplace health and safety, supply chain management, DIFOT, transport chain of responsibility, quality and compliance. The Supplier must complete this survey within 1 month of issue of the survey to the Supplier. WIS will notify non-compliances to the Supplier via an on-line Corrective Action Request (CAR). The Supplier must respond to each CAR, to the satisfaction of WIS, by such dates as WIS may specify. Failure of the Supplier to do so may result in the relevant WIS Company, in its absolute discretion, suspending (or not commencing, as appropriate) some or all purchases from the Supplier.
- 7.6. Each delivery to a WIS Company trading location must be accompanied by an invoice and proof of delivery/delivery document.
- 7.7. Products to be supplied under Purchase Orders issued under these General Conditions of Purchase which

are to be delivered directly to WIS' customer locations must be labeled so that they are readily identifiable as having an order number ending in 'DS' and the notation 'Do Not Send Invoice with Products, Fax to Originating Branch' clearly stated on the Purchase Order. The Supplier is responsible for ensuring that the invoice and proof of delivery documentation are faxed or emailed to the WIS Company originating branch within 24 hours of delivery to the WIS customer.

- 7.8. The Supplier must comply with all relevant transport legislation and regulations.
- 7.9. The WIS Company which issued the Purchase Order shall issue a 'receipt' for Products following delivery of the Products in accordance with a Purchase Order. If the Supplier is not issued with a delivery receipt by the WIS Company or WIS within 7 days of the date of delivery of the Products, it must notify WIS accordingly. Receipting of Products by a WIS Company does not:
 - a) Derogate from the WIS Company's rights (and does not relieve the Supplier of its obligations) under these General Conditions of Purchase or any Trading Terms Agreement or Purchase Order Contract; or
 - b) Constitute acceptance by the WIS Company that the Products comply with these General Conditions of Purchase or any Trading Terms Agreement or Purchase Order Contract.

8. Quality, Inspection, Rejection/Returning Products

- 8.1. WIS may (but is not obliged to) inspect the Products at any time prior to delivery and the Supplier must ensure that WIS is permitted to attend at any premises where the Products are being manufactured or stored for the purpose of carrying out an inspection. Inspection of the Products by WIS does not relieve the Supplier of any obligation which it has under these General Conditions of Purchase in relation to the Products.
- 8.2. If a WIS Company which has ordered Products from the Supplier reasonably determines that the Products do not comply with the Purchase Order Contract (including with any relevant legislation agreed in relation to Products) or that the Products have defects, are damaged or fail to meet the agreed specification the WIS Company may reject the non-compliant Products and return them to the Supplier using a 'freight on' arrangement to the agreed location. The WIS Company will be entitled to recover any costs or expenses incurred by it as a consequence of the rejection of the Products, and the relevant WIS Company will take reasonable steps where practicable to mitigate such costs and expenses. Notwithstanding this, WIS will work with the Supplier to assist the Supplier to remedy the situation. If the Products do not consistently meet the agreed required quality levels, the WIS Company may, in its absolute discretion, source the product from an alternative supplier.
- 8.3. Where a Product in a consignment of Products supplied by the Supplier fails to comply with the Purchase Order Contract (including any specification agreed in relation to Products) then the relevant WIS Company has the right to reject the full quantity of those Products delivered (notwithstanding that some of the quantity of that Product supplied as part of that consignment may comply with the Purchase Order Contract).
- 8.4. WIS' and the WIS Companies' right to reject the Products or otherwise claim against the Supplier for Products that do not comply with the Purchase Order Contract is not limited or precluded by acceptance of the Products or by payment of any money to the Supplier.
- 8.5. The Supplier must notify the WIS Sourcing Manager and quality@wisau.com.au of any product withdrawal, recall or incident that could directly/indirectly affect a WIS customer, brand, product supply and/or reputation as soon as possible after becoming aware of the incident.
- 8.6. The Supplier must bear all costs associated with any Product recall and/or voluntary withdrawal (such as safety alerts or quality alerts) of Products purchased by WIS Companies. The Supplier will reimburse all reasonable costs incurred by WIS and the WIS Companies and any customers of WIS or the WIS Companies, and will indemnify WIS and the WIS Companies from and against any liability, loss, cost, damage, claim,

expense or injury of whatever description suffered or incurred by WIS and the WIS Companies arising out of or in connection with such Product recall and/or voluntary withdrawal.

9. Sale or Return

- 9.1. All new product introductions or promotional activities will be undertaken on the basis of a 'Sale or Return' whereby the specific product introduction or promotional activity will be reviewed regularly. If the sales of such Products fall short of agreed targets, WIS will work with the Supplier to improve the situation. If, after a maximum of 12 months, the performance continues to fall short of the agreed sales target, WIS and any WIS Companies which have ordered the relevant Products from the Supplier are entitled to return the remaining new Products to the Supplier. The Supplier will refund the full value, as specified on the original purchase order of the Products returned provided they remain in a saleable condition. WIS or the relevant WIS Company will incur the cost of freight of such returned Products.
- 9.2. Where the Supplier recommends that any of the WIS Companies replace an existing range of Products with new Products, upon request by WIS, the Supplier will accept return of all the Products being replaced (provided that such Products being returned must be in a resalable condition, i.e. undamaged, unmarked and in original packaging). The Supplier will refund to WIS (and any WIS Companies returning the Products), the full value of the Products returned. If agreed to by WIS, this transaction may be fulfilled by swapping the existing range for the new range of Products of equal value.
- 9.3. The Supplier will work with WIS in identifying slow-moving products, and shall accept a reasonable level of returns from WIS and the WIS Companies for such slow-moving products. WIS and the Supplier will agree on what the refund for the returned products will be at the time of transaction.

10. Title and Risk

- 10.1. Title to Products passes to the WIS Company which placed the Purchase Order when that WIS Company pays for those Products in accordance with these General Conditions of Purchase.
- 10.2. All Products will be at the Supplier's risk until the WIS Company which placed the Purchase Order takes delivery of the Products in accordance with these General Conditions of Purchase.

11. Warranties and Obligations of the Supplier

- 11.1. The Supplier warrants that the Products will:
 - a) Comply with the specifications agreed in relation to them, or any image or description of them, and correspond with any sample or demonstration model provided to WIS or a WIS Company;
 - b) Comply with all relevant laws and Standards in relation to them for manufacture and sale in the Australian and New Zealand markets;
 - c) Be fit for their intended purposes and for purposes for which the Products are commonly supplied/used;
 - d) Be safe and free of defects in materials, workmanship and design, and be of acceptable and merchantable quality;
 - e) Be in good working order and condition in the manner for which they were intended;
 - f) Have a life expectancy commensurate with what would be expected of similar products provided for similar purposes by a competent and reputable supplier;
 - g) Remain safe, free from defects and continue to perform its intended and commonly supplied purpose for as long as a purchaser is entitled to expect having regard to the nature of the Product, its price and any representation made about it by or on behalf of the Supplier;
 - h) Be new unless specified otherwise; and
 - i) Be free from any security, encumbrance or charge in favour of a third party at the time of delivery under these General Conditions of Purchase.
- 11.2. Without limiting any other warranty, whether expressed in these General Conditions of Purchase or implied

or applied by statute or generally at law:

- a) If any defect, whether related to safety or otherwise, (fair wear and tear excepted) appears in the Products within twelve months from the date of delivery of the Products, the WIS Company which ordered the Products may direct the Supplier to promptly remedy such defect at the Supplier's cost by either repairing or replacing the defective Products, such election being at the sole discretion of the WIS Company; and
- b) If the Supplier does not remedy the defect in the Products within the time directed by the WIS Representative (or, if no time is stated, within 14 days of being notified of the defect) the WIS Company which ordered the Products may engage others to repair or replace the Products. The reasonable costs incurred by that WIS Company in doing so, together with any loss or damage suffered by that WIS Company as a result of the engagement of others, will be a debt due from the Supplier to that WIS Company, and the relevant WIS Company will take reasonable steps where practicable to mitigate such costs, loss and damage.

11.3. In addition to its obligations under clause 11.2, the Supplier must, at the Supplier's cost:

- a) Provide the WIS Company which ordered the Products with any applicable manufacturer's warranty in relation to the Products;
- b) Upon request by a WIS Company, provide written evidence of the assignment to the WIS Company of any manufacturer's warranty in relation to the Products;
- c) Provide WIS and WIS Companies with accurate and up to date safety data sheets (SDS) in relation to Products supplied under a Purchase Order Contract; and
- d) Inform WIS and the WIS Companies of any reasonable change that may impact the quality of the Product supplied. This includes, but is not limited to, a change in the raw materials, location of manufacture (owned or sub-contracted), specification, or design.

11.4. All Products supplied to WIS or a WIS Company must be subjected to an appropriate risk assessment covering the potential to cause harm to individuals or the environment, and compliance with relevant industry Standards and regulatory Standards as necessary. The Supplier must provide supporting documentation to WIS or the relevant WIS Company within 14 days of request.

11.5. The Supplier must ensure that the Products are packaged and labeled in accordance with all applicable laws. Without limiting the generality of the foregoing, the Supplier must ensure that, if it provides a manufacturer's or other warranty or guarantee in relation to a Product, the warranty or guarantee complies with Regulation 90 of the Competition and Consumer Regulations (Cth) 2010 and contains all appropriate mandatory content and notices.

11.6. The Supplier warrants that:

- a) It will take reasonable action to ensure that facilities for the repair of the Products, and parts for the Products, are reasonably available for a reasonable period after the Products are supplied; and
- b) It has, and will have at all times during the term of this Agreement and subsequent reasonable life of the Product supplier, maintain a place of business in Australia.

12. Indemnity

12.1. The Supplier shall indemnify and keep indemnified WIS and the WIS Companies from and against any and all liabilities, losses, costs, damages, claims, suits, actions, expenses or injuries of whatever description (including but not limited to liabilities, losses, costs, damages, claims, suits, actions, expenses or injuries suffered or incurred by WIS and the WIS Companies) arising out of or in connection with each of the following:

- a) any defect in design, parts or materials or workmanship of Products or despite any inspection of the Products by the Supplier or WIS, or the WIS Companies, the Products failing to comply with their description, identity or quality or being damaged, unsafe or unfit for their purpose;

- b) any breach of the terms of these General Conditions of Purchase or any Trading Terms Agreement or Purchase Order Contract by the Supplier;
- c) death of or injury to, or loss of or damage to any property of, any person caused or contributed to by the Supplier or the Products;
- d) any breach of any applicable law or legislative requirement by the Supplier or its personnel; and
- e) any negligent or unlawful act or omission, willful default or misconduct, or wrongful act of the Supplier, its employees, sub-contractors or agents,

except to the extent that such liability, loss, cost, damage or injury is caused by the negligence of WIS or a WIS Company.

This indemnity includes any costs or liabilities incurred in respect of a claim by a third party and applies whether or not legal proceedings are instituted, and if such proceedings are instituted, regardless of the means, manner or nature of any settlement, compromise or determination.

13. Insurance

13.1. The Supplier must effect and maintain, at its own cost, with a reputable insurer and on terms consistent with prudent risk management:

- a) a Public and Products Liability Insurance policy that covers all claims made in consequence of or in respect of bodily injury, death or damage to property, including Contractual Liability to cover the liabilities assumed in these General Conditions of Purchase, and that provides coverage for an amount of not less than AUD\$20 million for each and every claim;
- b) a Professional Indemnity Insurance policy that covers all claims in respect of any negligent acts, errors or omissions in connection with the supply of the Products providing cover to an amount of not less than AUD\$10 million for each and every claim, and for a period of not less than six years after expiry or termination of the Purchase Order Contract;
- c) motor vehicle third party property and liability insurance (including "gap" coverage for claims in respect of personal injury or death not covered nor able to be covered by any compulsory motor vehicle third party liability insurance required by paragraph (d) of this clause) in respect of all mechanically propelled vehicles used by the Supplier in connection with the performance of its obligations under these General Conditions of Purchase for an amount of not less than AUD\$20 million any one occurrence;
- d) all insurance required by law in order to supply the Products; and
- e) such other insurances as WIS may reasonably require.

13.2. If requested by WIS, the Supplier will provide to WIS a copy of each policy and certificates of currency for each of the policies of the insurances required by this clause.

14. Breach and Termination

14.1. Either Party shall be entitled to terminate a Trading Terms Agreement or Purchase Order Contract immediately upon notice in writing to the other Party if:

- a) the other Party has committed a material breach of these General Conditions of Purchase, any Trading Terms Agreement or any Purchase Order Contract and fails to remedy such default within 14 days after receipt of written notice of the breach from the first Party; or
- b) the other Party suffers an Insolvency Event. In this clause "Insolvency Event" shall mean:
 - that the other Party becomes insolvent (as determined in accordance with the Corporations Act 2001 (Cth));
 - proceedings are commenced to appoint a liquidator or provisional liquidator to the other Party;
 - the other Party is placed under official management or administration (whether voluntary or otherwise);
 - any trustee, receiver or receiver and manager is appointed in respect of any material part of the

other Party's assets; or

- the other Party ceases to carry on business.

- 14.3. WIS and the WIS Companies are severally liable (and not jointly, or jointly and severally, liable) for their respective obligations under these General Conditions of Purchase, any Trading Terms Agreement and any Purchase Order Contract. If a WIS Company fails to make a payment due and payable pursuant to a Purchase Order Contract or otherwise commits a material breach of the Purchase Order Contract, the Supplier may give that WIS Company (and not any other WIS Company) a written default notice and enforce its rights against that WIS Company.
- 14.4. Termination or expiration of a Trading Terms Agreement or Purchase Order Contract does not affect any rights or obligations of one Party to another Party which have accrued before termination or expiration.

15. Intellectual Property and Confidentiality

- 15.1. All Intellectual Property Rights arising from work conducted or prepared by the Supplier exclusively for WIS (or any WIS Company) in any tools or equipment supplied by or funded by WIS or any WIS Company shall belong to WIS and the Supplier agrees to do all reasonably required to secure the granting of such rights to WIS.
- 15.2. All information and documents provided to the Supplier by or on behalf of WIS or any WIS Company, or otherwise acquired by the Supplier relating to WIS or any of the WIS Companies shall be kept confidential by the Supplier and shall not be used by the Supplier other than for the purposes of discharging its obligations under these General Conditions of Purchase. Unless agreed in writing by the WIS Sourcing Manager, the Supplier may not disclose these General Conditions of Purchase, any Trading Terms Agreement or any Purchase Order Contract to any third party. The obligation of confidentiality set out in this clause shall not apply to information already in the public domain other than due to a breach of these General Conditions of Purchase or any Trading Terms Agreement or Purchase Order Contract by or on behalf of the Supplier.
- 15.3. The Supplier shall make no reference to WIS or any WIS Companies in its advertising, literature or correspondence without obtaining WIS' prior written consent. Nothing in a Purchase Order shall entitle the Supplier to use any name or trademark or logo of WIS or a WIS Company.
- 15.4. Where the Supplier recruits personnel from WIS or any WIS Company and the Supplier permits or requires these persons to have commercial dealings with WIS or any WIS Company pursuant to these General Conditions of Purchase, then, without prejudice to WIS' rights at law, where WIS considers itself commercially disadvantaged by the involvement of such personnel in commercial dealings, WIS has the right to decline to deal with these persons and the Supplier shall ensure that such personnel are not involved in the Supplier carrying out its obligations under these General Conditions of Purchase.

16. Third Party Intellectual Property Rights

- 16.1. The Supplier warrants, represents and will ensure that:
- a) in supplying the Products, the Supplier and the Products will not infringe any Intellectual Property Rights, confidential information, moral rights or any other rights of any person;
 - b) the use or sale of the Products by WIS or any of the WIS Companies, or any person authorised by the WIS Companies, will not infringe the Intellectual Property Rights, confidential information, moral rights or any other rights of any person; and
 - c) the Supplier is entitled to license the Intellectual Property Rights in and in respect of the Products to WIS and the WIS Companies without reference to any third party.
- 16.2. The Supplier indemnifies WIS and the WIS Companies from and against any liability, loss, cost, damage, claim, suit, action or expense arising from:
- a) the use of any design, materials, documents and methods of working provided or prepared by or on

behalf of the Supplier;

- b) any claim that the Products or use or sale of any of the Products infringes the Intellectual Property Rights, confidential information, moral rights or any other rights of any person; and
- c) any claim for breach of the warranties in this Clause 16.

This indemnity applies whether or not legal proceedings are instituted, and if such proceedings are instituted, regardless of the means, manner or nature of any settlement, compromise or determination.

17. Assignment and Subcontracting

- 17.1. The Supplier may not assign or transfer its rights or obligations under these General Conditions of Purchase or a Trading Terms Agreement or Purchase Order Contract (or any part of them) to any other person without receiving WIS' prior written consent (which may be granted on such terms as WIS considers appropriate).
- 17.2. The Supplier must not, without the prior written approval of WIS, subcontract the performance of all or any part of a Trading Terms Agreement or Purchase Order Contract. The appointment of subcontractors by the Supplier shall not relieve the Supplier from any or all of its liabilities or obligations under the Trading Terms Agreement or Purchase Order Contract nor create any liability or obligation on WIS. The Supplier shall be liable for the acts and omissions of its subcontractors and employees, officers, agents and contractors of subcontractors as if they were acts and omissions of the Supplier. Any consent to subcontract granted by WIS may be conditional upon (without limitation) the Supplier obtaining from the subcontractor evidence of appropriate insurance and appropriate expertise and a grant of the corresponding Intellectual Property Rights granted to or vested in WIS and the WIS Companies under these General Conditions of Purchase.
- 17.3. If the Supplier is a corporation (other than a corporation whose shares are listed on any recognised Australian Stock Exchange) a change in more than 50% of the shareholding of the Supplier as existing at the commencement of a Purchase Order Contract (or if the Purchase Order Contract has been assigned in accordance with these General Conditions of Purchase, as at the assignment date), whether occurring at the one time or through a series or succession of transfers or issues of shares, will for the purpose of this clause 17 be deemed to be an assignment by the Supplier requiring consent by WIS under this clause 17.

18. Governing Law and Dispute Resolution

- 18.1. These General Conditions of Purchase and any supply under a Purchase Order Contract shall be governed by the laws in place in New South Wales, Australia. WIS and the Supplier irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales, the Federal Court of Australia in New South Wales and courts of appeal from them for determining any dispute concerning these General Conditions of Purchase, any Purchase Order Contract or the transactions contemplated by them.

19. Severance

- 19.1. If the whole or any part of a provision of these General Conditions of Purchase or a Trading Terms Agreement or Purchase Order Contract is invalid, illegal or unenforceable, then such provision will be severed and neither that part or provision or its severance will affect the validity or enforceability of the remaining parts or provisions of these General Conditions of Purchase or the relevant Trading Terms Agreement or Purchase Order Contract.

20. Sustainability and Compliance with Wesfarmers (WES) /WIS Policies

- 20.1. In performing its obligations under a Trading Terms Agreement or Purchase Order Contract, the Supplier shall comply (and shall ensure that its employees and subcontractors (if any) comply) with all of WIS' policies, procedures, instructions, directions, publications or guidelines (as amended from time to time) notified by WIS to the Supplier in writing from time to time (including but not limited to policies, procedures, instructions, directions, publications or guidelines in relation to marketing materials, ethical business practices, ethical sourcing practices and sustainability).
- 20.2. Without limitation, the Supplier shall comply with the WES Anti-Bribery Policy, WIS Ethical Conduct Policy

and WIS Ethical Sourcing Policy (as amended from time to time).

- 20.3. If the Supplier is unable to demonstrate a commitment to complying with the WIS Ethical Sourcing Policy, WIS reserves the right to terminate any Trading Terms Agreement or Purchase Order Contract.

21. Survival of Terms

- 21.1. On expiration or termination of a Trading Terms Agreement or Purchase Order Contract for any reason, such of the provisions of these General Conditions of Purchase as regulate the rights and obligations of the Parties on its termination or expiration shall remain in force to the extent necessary for the determination and enforcement of those rights (including the obligations of the Supplier under the various warranty and indemnity provisions in these General Conditions of Purchase) and such provisions (and such obligations in those provisions) will be of a continuing nature and will survive the termination or expiration of the relevant Trading Terms Agreement or Purchase Order Contract.

For the avoidance of doubt, the provisions of clauses 4, 8, 9, 10, 11, 12, 14, 15, 16, 18, 19, 23 and 25 shall continue to apply to Products supplied pursuant to a Trading Terms Agreement or Purchase Order Contract notwithstanding the termination or expiration of the Trading Terms Agreement or Purchase Order Contract.

22. Account transaction Inquires

- 22.1. WIS, the WIS Companies and the Supplier, will at all times use best endeavors to resolve discrepancies and or disputes over Invoices and CPS. Upon request, a party has the right to (at its own cost) to audit the accounts by using 3rd Party, independent auditors.

Communication of day to day issues can be facilitated by utilising the following email addresses:

- General invoicepaymentenquires wisaccountspayable@wisau.com.au
- CustomerPriceSupport(CPS)enquires cps@wisau.com.au

23. Set Off

- 23.1. WIS and each of the WIS Companies may set off against any amount owing by it to the Supplier, any amount owing or claimed by it against the Supplier.

24. Anti-corruption

- 24.1. The Supplier must:

- a) at all times comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and improper payments including but not limited to the Criminal Code Act 1995 (Cth) (Australia), the Foreign Corrupt Practices Act 1977 (United States), and the Bribery Act 2010 (United Kingdom) (“**Relevant Requirements**”);
- b) not give or offer or promise to give, receive, or agree to accept, any payment, gift or other benefit or advantage which violates a Relevant Requirement;
- c) have and maintain in place throughout the term of any Purchase Order Contract its own policies and procedures, including adequate procedures under the Relevant Requirements, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
- d) not prepare, approve or execute any contract or other document or make any record in connection with a Purchase Order Contract that the Supplier knows, or ought reasonably know, is false, inaccurate or misleading;
- e) promptly report to WIS any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of a Purchase Order Contract which will or may be in breach of the Relevant Requirements; and
- f) procure, and shall be responsible for, the observance and performance of the Relevant Requirements by all persons performing services or providing goods in connection with a Purchase Order Contract on behalf of the Supplier or under its supervision or control.

25. Proportionate Liability Legislation

- 25.1. The parties agree that, to the maximum extent permitted by law, the operation of the Proportionate Liability Legislation is excluded in relation to all and any obligations and liabilities of the Supplier, whether such obligations or liabilities are sought to be enforced by WIS or a WIS Company as a breach of contract or claim in tort (including negligence), in equity, under statute or otherwise at law.
- 25.2. For the purposes of this clause 25, “**Proportionate Liability Legislation**” means, as applicable:
- a) Part 1F of the Civil Liability Act 2002 (WA);
 - b) Part 4 of the Civil Liability Act 2002 (NSW);
 - c) Part 9A of the Civil Liability Act 2002 (Tas);
 - d) the Proportionate Liability Act 2005 (NT);
 - e) Part IVAA of the Wrongs Act 1958 (Vic);
 - f) Chapter 7A of the Civil Law (Wrongs) Act 2002 (ACT); and / or
 - g) Part 3 of the Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001 (SA).

26. Modern slavery

- 26.1. The Supplier represents, warrants and undertakes:
- a) that no form of Modern Slavery is used in the Supplier’s business or by its directors, officers, employees, agents, representatives, contractors or subcontractors;
 - b) to comply with all applicable employment and work health and safety laws;
 - c) to comply with all applicable statutory requirements relating to Modern Slavery;
 - d) to comply with applicable Modern Slavery reporting requirements including but not limited to the Modern Slavery Act 2018 (NSW) and the Modern Slavery Act 2015 (UK); and
 - e) to notify to WIS promptly upon becoming aware of any incident, complaint or allegation that the Supplier, or any entity in its supply chain, has engaged in Modern Slavery.
- 26.2. The Supplier shall have and maintain throughout the term of these General Conditions of Purchase, any Trading Terms Agreement and Purchase Order Contract, its own policies and procedures that are intended to ensure compliance with the warranties contained in clause 26.1.
- 26.3. The Supplier must not engage in Modern Slavery.
- 26.4. The Supplier acknowledges that WIS has corporate reporting requirements with regard to modern slavery and, at the reasonable request of WIS, it will confirm in writing that it has complied with its undertakings under this clause 26 and will provide any information reasonably requested by WIS in support of such compliance.
- 26.5. Upon becoming aware of any actual, reasonably suspected or anticipated breach of clause 26, the Supplier must immediately provide written notice of the breach, giving full details of such breach, to WIS.

27. Interpretation

- 27.1. The following rules apply unless the context requires otherwise:
- a) the expressions ‘including’, ‘includes’ and ‘include’ have the meaning as if followed by ‘without limitation’;
 - b) a reference to this Contract or to any other agreement, deed or instrument includes, respectively, this Contract or such other agreement, deed or instrument as amended, supplemented, varied or replaced from time to time;
 - c) words importing the singular include the plural (and vice versa) and words denoting a given gender include all other genders;
 - d) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;

- e) references to \$ and dollars are to the lawful currency of the Commonwealth of Australia; and
- f) a reference to any legislation or regulation includes subordinate legislation or regulation under it and includes that legislation or regulation and subordinate legislation or regulation as modified or replaced from time to time.

Supplier Acknowledgment

WIS and the Supplier referred to in the Schedule below acknowledge and agree as follows:

1. WIS' General Conditions of Purchase, a copy of which is attached, shall apply to the provision of all goods and/or services to all WIS Companies.
2. Except in the case of express variation agreed to in writing by WIS or a WIS Company, any amendment of the General Conditions of Purchase is void and of no force or effect.

Note that if the Supplier does not sign the below Supplier Acknowledgement, delivery of Products by the Supplier pursuant to a Purchase Order Contract will constitute acceptance by the Supplier of the application of the General Conditions of Purchase to the provision of all goods and/or services to all WIS Companies.

SCHEDULE

Supplier: _____

ABN: _____

Address: _____

SIGNED FOR and on behalf of
Wesfarmers Industrial and Safety Pty Ltd

Signature

Name and Position

Date

SIGNED FOR and on behalf of
THE SUPPLIER

Signature

Name and Position

Date



Appendix 1 – Policies and Procedure

All documents can be located on the supplier requirements landing page -
<https://www.blackwoods.com.au/supplier-requirements>

Request from quality@wisau.com.au if link cannot be opened.