
General Conditions of Purchase

1. Definitions

The following terms used in these General Conditions of Purchase (“**GCoP**”) have the following meanings:

“**Blackwoods Risk Management Program**” refers to the Company’s on-line supplier self-assessment questionnaire that relates to sustainability, ethical sourcing, workplace health and safety, supply chain management, DIFOT, transport chain of responsibility, quality and compliance.

“**Company**” means J Blackwood & Son Pty Ltd (ABN 43 000 010 300) trading as Blackwoods.

“**Confidential Information**” means all confidential, non-public or proprietary information (regardless of how the information is stored or delivered) disclosed by the Disclosing Party to the Receiving Party before, on, or after the commencement of this GCoP, a TTA or Purchase Order Contract in respect of the business, technology or other affairs of the Disclosing Party but does not include the Excluded Information.

“**Corrective Action Request**” or “**CAR**” means a request or notice issued by the Company to the Supplier to require the Supplier to undertake corrective action to address non-compliance by the Supplier with the Supplier General Requirements or related requirements (including mandatory requirements set out in the Blackwoods Risk Management Program).

“**Defect Rectification Period**” has the meaning set out in clause 11.2.

“**Disclosing Party**” means the Party disclosing Confidential Information to the Receiving Party.

“**Excluded Information**” means information which:

- (a) Is or becomes part of the public domain other than through breach of this GCoP or an obligation of confidence owed to the Disclosing Party;
- (b) the Receiving Party can prove was already known to it at the time of disclosure by the Disclosing Party;
- (c) the Receiving Party acquires from a source other than the Disclosing Party where such source is entitled to disclose the information; or
- (d) the Receiving Party develops independently without reliance on any information or concepts provided by the Disclosing Party.

“**Force Majeure Event**” has the meaning given to it in clause 24.1.

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

“**Implementation Date**” has the meaning given to it in clause 3.2.

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

- (a) any patents, utility models, copyrights, trade marks, eligible layout rights, designs and other like rights;
- (b) any inventions, discovery, trade secret, know-how, computer software and confidential information; and
- (c) 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, forced or servile marriage, the sale and exploitation of children and other slavery-like exploitation as prohibited or defined as a modern slavery offence under 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 and the *Modern Slavery Act 2018* (NSW). 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, the Company (as the case may be). “**Parties**” shall have a corresponding meaning.

“**Products**” means the products or goods set out in the Trading Terms Agreement or Purchase Order Contract incorporating this GCoP, as amended from time to time.

“**Personnel**” means, in relation to a Party, any of its directors, officers, employees, agents or representatives.

“**Purchase Cost**” means the amount to be paid for Products by the Company (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 this GCoP as amended from time to time.

“**Purchase Order Contract**” has the meaning given to that term in clause 2.1 of this GCoP.

“**Receiving Party**” means the Party receiving Confidential Information from or on behalf of the Disclosing Party.

“**Relevant Requirements**” in respect of anti-corruption has the meaning set out in clause 24.1a) of this GCoP.

“**Sanctioned Country or Territory**” means any country or territory against which comprehensive sanctions are imposed, administered or enforced from time to time by Australia, the United States, the United Kingdom, the EU, any EU Member States, Switzerland, the United Nations or United Nations Security Council, or any other country with jurisdiction over the activities undertaken in connection with the Trading Terms Agreement or Purchase Order Contract.

“**Sanctioned Party**” means:

- (a) any person or entity that is designated for export controls or sanctions restrictions under any Applicable Trade Controls Laws, including but not limited to those designated under the U.S. List of Specially Designated Nationals and Blocked Persons, Foreign Sanctions Evaders List, Entity List, Denied Persons List, Debarred List, Australia’s Consolidated List, the UK Consolidated List and the EU Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions; and
- (b) any entity 50% or more owned or any entity which is controlled, directly or indirectly, by one or more of the persons or entities in paragraph (a).

“**Services**” means the services set out in the Trading Terms Agreement or Purchase Order Contract incorporating this GCoP, as amended from time to time.

“**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.

“**Supplier**” means the entity identified as the supplier in the Trading Terms Agreement, Purchase Order Contract or the Supplier Acknowledgement section of this GCoP.

“**Supplier General Requirements**” means this GCoP, the ‘Supplier Requirements for Products delivered to Blackwoods’, ‘Quality Policy’, ‘Blackwoods Ethical Sourcing Policy’, ‘Blackwoods Ethical Sourcing Program Supplier Requirements’, and the ‘Wesfarmers Industrial & Safety Anti-Bribery Policy’ listed (with hyperlinks) on the following webpage: <https://www.blackwoods.com.au/supplier-requirements>, which are incorporated into this GCoP by reference.

“**Trade Control Laws**” means any sanctions, export control, or import laws, or other regulations, orders, directives, designations, licenses, or decisions relating to the trade of goods, technology, software and services which are imposed, administered or enforced from time to time by Australia, the United States, the United Kingdom, the EU, EU Member States, Switzerland, the United Nations or United Nations Security Council and also includes U.S. anti-boycott laws and regulations.

“**Trading Terms Agreement**” and “**TTA**” means a signed umbrella supply agreement between the Supplier and the Company (if applicable) incorporating this GCoP.

2. Application of Purchase Order process

- 2.1 These General Conditions of Purchase apply to all purchase orders for Products issued by the Company to the Supplier whether pursuant to a TTA or otherwise (“**Purchase Order**”). A Purchase Order issued by the Company to the Supplier is an offer by the Company to purchase Products as 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, any one or more of 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; or (c) delivery of Products against the Purchase Order.

- 2.2 A Purchase Order Contract consists of the terms of this GCoP and the Purchase Order. If there is conflict between the terms of this GCoP and the Purchase Order, the terms of this GCoP prevail to the extent of the inconsistency unless otherwise agreed in writing between the Company and the Supplier.
- 2.3 Except where the Company and the Supplier agree in writing, this GCoP will apply to the exclusion of any terms or conditions appearing in any other trading document.
- 2.4 The Company is not bound to give any Purchase Order to the Supplier nor to order any minimum quantity of products from the Supplier, including following receipt from the Supplier of a proposal for any products where the Company has invited the Supplier to submit such a proposal in relation to a proposed Purchase Order.
- 2.5 Except where the Company and the Supplier agree in writing, nothing in this GCoP will prevent the Company from ordering identical or similar products to the Products from other suppliers.

3. Purchase Costs

- 3.1 When ordering Products under this GCoP, the 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 Company placing the Purchase Order in writing prior to supplying the Products. The Company will use reasonable endeavours to prepare accurate and correct Purchase Orders, however, if the Supplier becomes aware of any inaccuracies in a Purchase Order, it must notify the Company as soon as reasonably practicable.
- 3.2 If the Supplier wishes to change the Purchase Cost for any Product generally, the Supplier must provide written notification accompanied by a detailed justification for any increase in the Purchase Costs to the appropriate Category and Sourcing Manager(s) and emailed to costnotification@blackwoods.com.au. The Supplier must give the Company no less than 90 days’ written notice (calculated from the date of receipt of the notification by the Company) of any proposed increases in Purchase Costs (“**Implementation Date**”). Purchase Cost increases that are accepted by the Company in writing, (which confirmation is to be provided by the Company within 45 days of receipt of the Supplier’s notification under this clause and will not be unreasonably withheld) will not apply to Purchase Orders sent before the Implementation Date of the increased Purchase Cost.
- 3.3 If within 45 days of receipt of the Supplier’s notice in clause 3.2, the Company provides written notice of non-acceptance of the Supplier’s proposed increases in Purchase Costs in respect of a particular Product and/or Service, the Supplier is entitled to remove the Product and/or Service from the application of the relevant Purchase Order Contract and is under no obligation to supply that Product and/or Service to the Company under this GCoP or any TTA.

4. Payment & Settlement Discount

- 4.1 When ordering Products from the Supplier pursuant to this GCoP, the Company must pay for Products received by it 60 days from the end of the month in which the invoice was received or otherwise in accordance with payment terms agreed in writing with the Supplier. Any settlement discount or rebate applicable to the Company will apply to all Products ordered, based upon the total received value (including GST) and is to be deducted from the amount payable by the Company for that transaction.
- 4.2 To be processed by the Company for payment, each invoice from the Supplier must specify:
 - a) the valid corresponding Purchase Order number;
 - b) the unit price, quantity and the total price of all Products supplied under that invoice; and
 - c) if there is short shipment of Products against the Purchase Order, an adjustment of the total invoice amount to reflect the actual quantity of Products supplied under that invoice.
- 4.3 If any part of an invoiced amount is disputed by the Company, then the 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 Company need only pay the value specified on the Purchase Order) pending

resolution of the dispute. Upon resolution of the dispute the Company shall pay amounts agreed or determined in accordance with the dispute resolution outcome (if any).

4.4 If the Supplier supplies Products without providing an invoice to the Company, the Company will contact the Supplier to request an invoice. If the Supplier fails to forward an invoice to the Company location from which the Purchase Order was sent in the same working day, the 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 the Company on a monthly basis.

5. Customer Price Support (CPS)

5.1 CPS is a process allowing the Company and the Supplier to agree special prices to be charged to the Company by the Supplier for the purpose of sales of Products by the Company to its major customers or for particular contracts between the Company and its customers for a defined period of time. When an opportunity arises, the Company 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 will be formalised in writing, either in the TTA or a separate document.

6. GST (Goods and Services Tax)

6.1 If an amount of GST is payable on a supply under this GCoP:

- 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 valid 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 this GCoP 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 6.1a) and 6.1b) 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 this GCoP, 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 this GCoP referable to GST) have the meanings given to those terms by the GST Act.

6.8 If the Supplier's GST registration is cancelled or changed, (this may occur voluntarily or at the instigation of the Australian Tax Office) the Supplier must immediately notify the recipient for GST of that cancellation or change. If the amount of GST paid by the recipient has been overpaid as a result of the relevant cancellation or change, the Supplier must reimburse the overpayment to the recipient on demand, such reimbursement to be made in cash.

6.9 This clause will continue to apply after expiration or termination of any TTA or Purchase Order Contract.

7. Delivery and Receipt

- 7.1 The Supplier must deliver the Products ordered by the 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 Company that ordered the Product of potential or actual delays as soon as possible and in any event no later than 3 Business Days after commencement of the delay. Such notice must include details of the delay, the cause of the delay and the measures the Supplier is taking to avoid or reduce the effects of the delay. Notwithstanding such notice and unless the relevant delay is the result of a Force Majeure Event, 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 this GCoP or any TTA or Purchase Order Contract and unless the relevant delay is the result of a Force Majeure Event, it will be considered a breach of contract which shall entitle the Company to, in addition to all other remedies that it has at law or under this GCoP:
- a) cancel the Purchase Order and terminate the Purchase Order Contract without any liability to the Company; and
 - b) source the Products from a third party.

Nothing in this clause will be construed to limit any other remedy available to the Company under or arising from this GCoP or any relevant TTA 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 and undamaged condition;
- b) replace any damaged item of Product expeditiously and at no additional cost to the Company, other than where the Company or its Personnel caused the relevant damage;
- c) package all Products safely and securely and in a manner which prevents damage during the transportation of the Products;
- d) comply with all Supplier General Requirements;
- e) retain supporting documentation for Products, manufacturer/supplier claims and regulatory compliance that the Supplier is required by law to retain, and any other supporting documentation that the Company, acting reasonably, requests in writing that the Supplier retain to support any relevant compliance request reasonably made by the Company and provide such documentation to the Company within 5 business days of request. Requests may include but are necessarily not limited to test certificates, completed Blackwoods Risk Management Program (BRMP), Register of Hazardous Substance (RoHS) compliance, evidence of responsibly sourced minerals and raw materials, Registration, Evaluation, Authorisation and Restriction of Hazardous Substances (REACH) and, if applicable, evidence of carbon neutral manufacturing processes, facilities and green claims made by the Supplier or its supply chain;
- f) as a condition precedent to its supply of Products to the Company under this GCoP, a TTA or Purchase Order Contract for the first time, complete the on-line BRMP within 1 month of the Company's request. The BRMP contains requirements that are mandatory in order to transact with the Company. Non-compliance will be notified to the Supplier via an on-line Corrective Action Request (CAR). The Supplier must respond to the CAR, to the reasonable satisfaction of the Company, by such dates as the Company may specify (acting reasonably and having regard to the nature of the non-compliances identified in the CAR). Failure of the Supplier to do so may result in the Company, in its absolute discretion, not commencing purchases of Products from the Supplier. The outcome of the BRMP may also require the Supplier to further engage in the Company's ethical sourcing program supplier requirements to address any non-compliance identified in the BRMP.

- 7.6 Each delivery to a Company location must be accompanied by an invoice attached to the carton / pallet that identifies the Purchase Order number and product code. The rising carton / pallet count must be identified on the carton / pallet.
- 7.7 Products to be supplied under Purchase Orders issued under this GCoP which are to be delivered directly to the Company's customer locations must be labelled so that they are readily identifiable as direct deliveries of the Company's orders, including an order number ending in 'DS' and the notation 'Do Not Send Invoice with Products, Email to Originating Branch' clearly stated on the Purchase Order. The Supplier is responsible for ensuring that the invoice and proof of delivery documentation are emailed to SupplierExpediting@blackwoods.com.au within 24 hours of delivery to the Company's customer. In delivering Products directly to the Company's customer locations, Supplier must comply with any site access requirements, policies and procedure that apply at the Company's customer locations.
- 7.8 The Supplier must comply with all relevant transport legislation and regulations.
- 7.9 The Company may, after having reasonably consulted with the Supplier, delay the delivery date for the Products for a period of up to 30 days without incurring any additional charges or liability to the Supplier.
- 7.10 The Company may (but is not obliged to) issue a receipt of delivery for Products following delivery in accordance with a Purchase Order. The Company's acceptance of the Supplier's delivery and issue of a receipt of delivery (if applicable) does not:
- a) derogate from the Company's rights (and does not relieve the Supplier of its obligations) under this GCoP or any TTA or Purchase Order Contract; nor
 - b) constitute acceptance by the Company that the Products comply with this GCoP or any TTA or Purchase Order Contract.

8. Quality, Inspection, Rejection, and Returning of Products

- 8.1 The Company may (but is not obliged to) inspect the Products at any premises where the Products are being manufactured or stored prior to delivery at a mutually agreed time (and during the Supplier's normal business hours). Inspection of the Products by the Company does not relieve the Supplier of any obligation which it has under this GCoP in relation to the Products.
- 8.2 If the Products or any Product in a consignment of Products supplied by the Supplier fail to comply with the Purchase Order Contract (including with any relevant legislation and certifications applying to Products) or if the Products have defects, are damaged, or fail to meet agreed specifications, the Company may reject the non-compliant Products and return them to the Supplier using a 'freight on' arrangement to an agreed location. The Company will be entitled to recover any costs or expenses incurred by it as a consequence of the rejection of the Products, and the Company will take commercially reasonable steps where practicable to mitigate such costs and expenses. Notwithstanding this, the Company will work with the Supplier to assist the Supplier to remedy the situation. If the Products consistently fail to meet the agreed required quality levels, the Company may, in its absolute discretion, suspend or cancel existing orders and source the Product from an alternative supplier. In the case of suspension, the Supplier must not recommence supplying the Products until the Company has confirmed in writing that the relevant failure to meet the agreed required quality levels has been remedied to the Company's reasonable satisfaction.
- 8.3 No acceptance of the Products or payment of any money to the Supplier in respect of the Products limits the Company's right to reject the Products or otherwise claim against the Supplier for Products that do not comply with the Purchase Order Contract.
- 8.4 The Supplier must notify the Category and Sourcing Manager and quality@blackwoods.com.au of any Product defects, withdrawal, recall or incident that could directly or indirectly affect the Company, its customer, Supplier's brand, Product supply or reputation of any of the Company, the Company's customer or Supplier, as soon as possible after becoming aware of the defect, withdrawal, recall or incident.
- 8.5 The Supplier must bear all reasonable costs associated with any compulsory or voluntary Product recall or voluntary withdrawal (such as safety alerts or quality alerts) of Products purchased by the Company. The Supplier will reimburse all reasonable costs incurred by the Company arising out of or in connection with such Product recall or voluntary withdrawal, except to the extent such costs are incurred by the Company due to the Company's own negligence, contravention of this Agreement, or wilful misconduct.
- 8.6 The Supplier must ensure traceability of the Product (including component parts and raw material inputs) throughout the manufacturing and delivery process.

9. Sale or Return

9.1 All new Supplier-initiated Product introductions or promotional activities that are accepted by the Company (**Promotional Products**) will be undertaken on the basis of a sale or return approach, whereby the volumes of Promotional Products ordered must be agreed between the Supplier and the Company and the Company will reasonably keep the Supplier informed about sales and stock levels of the Promotional Products from time to time. If the sales of such Promotional Products fall short of agreed targets, the Company will work with the Supplier to improve the situation. If, after a maximum of 12 months, performance continues to fall short of the agreed sales target, the Company is entitled to return the Promotional Products to the Supplier. The Supplier will refund the full value as specified on the original Purchase Order of the Promotional Products returned provided they remain in a saleable condition. The Company will incur the cost of freight of such returned Promotional Products.

9.2 The Supplier must provide at least [six (6) months'] prior notice to the Company where it intends to replace an existing range of Products with new Products. If the Supplier fails to provide the requisite notice to the Company, it will accept return of all the Products being replaced that:

- a) were ordered by the Company after the last date by which notice of replacement should have been provided by the Supplier in compliance with this clause 9.2; and
- b) could not reasonably have been sold through by the Company in the notice period provided.

Products being returned by the Company must be in a resaleable condition, (i.e. undamaged, unmarked and in original packaging). The Supplier will refund to the Company the full value of the Products returned net of rebates and discounts applied in respect of those Products. If agreed to by the Company, this transaction may be fulfilled by swapping the existing range for the new range of Products of equal value.

9.3 The Parties will work together to identify slow-moving and obsolete Products (**SLOBs**) and strategies to reduce the Company's stock levels accordingly. If:

- a) the parties have agreed that a particular product is a SLOB; and
- b) the Company has reasonably implemented the recommendations of the Supplier in relation to promotion of the SLOBs and volumes of the SLOBs that should be purchased,

then, if after a maximum of 12 months, sales of the SLOBs continues to fall short of expectations, the Parties will work together in good faith to agree to a reasonable level of returns and an appropriate refund for the returned SLOBs.

10. Title and Risk

10.1 Title to Products passes to the Company when the Company pays for the Products in accordance with this GCoP.

10.2 All Products will be at the Supplier's risk until the Company takes delivery of the Products in accordance with this GCoP.

11. Warranties and Obligations

11.1 On the acceptance of each Purchase Order, and restated at each date of delivery, the Supplier warrants that the Products will:

- a) comply with any and all specifications agreed in relation to them, and any image or description of them, and correspond with any sample or demonstration model provided to the 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 genuine Supplier branded products and are not counterfeit, knock off, replica, imitation, clone, faux, fake, substandard or misbranded versions of a genuine product of a third-party owner;
- d) be fit for their intended purposes and for purposes for which the Products are commonly supplied or used;
- e) be safe and free of defects in materials, workmanship and design, and be of acceptable and merchantable quality;
- f) be in good working order and condition for use in the manner for which they were intended;

- g) have a life expectancy commensurate with what would be expected of similar products provided for similar purposes by a competent and reputable supplier;
- h) remain safe, free from defects and continue to perform their intended purpose and the purposes for which the Products are commonly supplied or used, 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;
- i) be new unless specified otherwise; and
- j) be free from any security, encumbrance, or charge in favour of a third party at the time of delivery under this GCoP.

11.2 The Company warrants that the Supplier's authorised and proper use of any documentation, information or instructions provided by the Company in accordance with Company's instructions and in accordance with this GCoP, a TTA or Purchase Order Contract will not infringe any third party rights (including Intellectual Property Rights).

11.3 Without limiting any other warranty, whether expressed in this GCoP or implied or applied by statute or generally at law:

- a) if a major defect, whether related to safety or otherwise, appears in a Product within the greater of twelve months from the date of delivery of the Product and the length of the relevant manufacturer's warranty that applies to the Product (**Defect Rectification Period**) and that defect has not been caused by the Company or its Personnel, the Company may direct the Supplier to promptly remedy such defect at the Supplier's cost by either repairing or replacing the defective Product, as reasonably required by the Company;
- b) If a minor defect whether related to safety or otherwise, (fair wear and tear excepted) appears in a Product within the Defects Rectification Period and that defect has not been caused by the Company or its Personnel, the Company may direct the Supplier to promptly repair or replace the defective Product, such election being at the sole discretion of the Supplier.
- c) if any defect, whether related to safety or otherwise, (fair wear and tear excepted) appears in the remedied Products referred to in clause 11.3a) and clause 11.3b) within a period of time equivalent to the Defect Rectification Period and that defect has not been caused by the Company or its Personnel, the Supplier must provide the same remedies set out in this clause 11.3; and
- d) if the Supplier does not remedy defects in the Products within the time directed by the Company (or, if no time is stated, within 14 days of being notified of the defect) or if the defect in the Product creates a circumstance or condition that is unsafe and which requires prompt rectification, the Company may or may engage a third party to repair or replace the Products. The reasonable costs incurred by the Company in doing so, together with any loss or damage suffered by the Company as a result of the engagement of the third party, will be a debt due from the Supplier to the Company, and the Company will take commercially reasonable steps where practicable to mitigate such costs, loss and damage.

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

- a) provide the Company with instruction manuals in relation to the Products and details of any manufacturer warranties that apply to the Products;
- b) upon request by the Company, work with the Company to obtain a remedy under any relevant manufacturer's warranty that applies to the Products;
- c) provide the Company with accurate and up to date safety data sheets (SDS) and any other relevant documentation in relation to Products supplied under a Purchase Order Contract; and
- d) inform the Company of any 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.

11.5 All Products supplied to the 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 and evidence of such assessment to the Company within 14 days of request.

11.6 The Supplier must ensure that the Products are packaged and labelled 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 2010* (Cth) and contains all appropriate mandatory content and notices.

11.7 The Supplier warrants that:

- a) it, and its personnel have the skill, know-how, competence, experience, facilities and equipment necessary to provide the Services;
- b) it will perform Services with due care and skill to a high professional standard, in a timely and diligent manner and using suitably qualified and experienced personnel;
- c) it will take reasonable action to ensure that facilities for the repair of the Products, and parts for the Products, are reasonably available for at least 2 years after the expiry of the warranty on the Products;;
- d) it has and will maintain at all times during the term of a TTA or Purchase Order Contract and subsequent reasonable life of the Product, a place of business in Australia;
- e) it will, at all times, comply with all applicable laws, statutes, regulations and codes, including applicable Trade Control Laws, in the performance of its obligations under this GCoP, the relevant TTA or Purchase Order Contract; and
- f) it is not a Sanctioned Party and the Products will not be delivered or transported by a Sanctioned Party or sourced in whole or in part from a Sanctioned Country or Territory or Sanctioned Party, including but not limited to any goods grown, produced, manufactured, extracted, or processed in a Sanctioned Country or Territory or by a Sanctioned Party and any goods that have entered into commerce in a Sanctioned Country or Territory.

12. Insurance

12.1 Prior to the commencement of the TTA or Purchase Order Contract and throughout the term of the TTA or Purchase Order Contract (including until the last Defects Rectification Period if it survives the termination of the TTA or Purchase Order Contract), 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, loss or damage to property, including cover for all liabilities assumed under this GCoP arising from, or in connection with this GCoP or the performance of the Supplier's obligations under this GCoP, the TTA or the Purchase Order Contract, and that provides coverage for an amount of not less than AUD\$20 million for each and every claim (and unlimited in the number of claims in the policy period with respect to Public Liability);
- b) if the Supplier is providing Services, including any type of design or bespoke product design, 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 and Services providing cover to an amount of not less than AUD\$20 million for each and every claim, and for a period of not less than seven years after expiry or termination of the TTA or 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 this GCoP, the TTA or the Purchase Order Contract for an amount of not less than AUD\$20 million for any one occurrence;
- d) motor vehicle third party liability insurance as required by law in the relevant States or Territories;
- e) workers' compensation which complies with the relevant laws covering claims and liabilities under any statute and at common law (where applicable) for the death of, or injury to, any Supplier personnel;
- f) marine transit insurance covering the physical loss or damage to the Products whilst the Products are in transit by or on behalf of the Supplier for the full replacement value;
- g) all insurance required by law in order to supply the Products and Services; and

h) such other insurances as the Company may reasonably require.

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

13. Breach and Termination

13.1 Either Party shall be entitled to terminate a TTA or Purchase Order Contract immediately upon notice in writing to the other Party if:

- a) the other Party has committed a material breach of this GCoP, any TTA 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) a failure or delay in performance of a Party's obligations by reason of a Force Majeure Event continues for a period of [30] days or more.
- c) 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.

13.2 Termination or expiration of a TTA or Purchase Order Contract does not affect any rights or obligations of one Party to another Party which have accrued before termination or expiration.

14. Intellectual Property, Confidentiality and Privacy

14.1 All Intellectual Property Rights arising from work conducted or prepared by the Supplier for the Company or the Company's customers (whether it is a modification or enhancement of any existing Intellectual Property Rights of the Company or the Company's customers or otherwise) ("**Work**") shall belong to the Company and the Supplier agrees to do all things reasonably required to secure the granting of such rights to the Company.

14.2 All Confidential Information provided to the Receiving Party by or on behalf of the Disclosing Party or otherwise acquired by the Receiving Party relating to the Disclosing Party shall be kept confidential by the Receiving Party and shall not be used by it other than for the purposes of discharging its obligations under this GCoP. The Parties agree to be bound by applicable privacy and data protection laws in performing their obligations under this GCoP, any TTA, or Purchase Order Contract. Neither Party may not disclose this GCoP, any TTA or any Purchase Order Contract to any third party unless agreed in writing by the other 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 this GCoP or any TTA or Purchase Order Contract by or on behalf of the Receiving Party. If so directed by the Disclosing Party, the Receiving Party must return or destroy (at the sole discretion of the Receiving Party) all Confidential Information in the Receiving Party's possession, power or control (including on electronic systems) within 10 business days, or any other period agreed by the Parties in writing. The Receiving Party must immediately notify the Disclosing Party if it becomes aware or suspects that there has been a breach of its obligations under this clause 14.2.

14.3 The Supplier shall make no reference to the Company in its advertising, literature or correspondence without obtaining the Company's prior written consent. Nothing in the TTA or a Purchase Order Contract shall entitle the Supplier to use any name or trade mark or logo of the Company.

14.4 Where the Supplier recruits personnel from the Company and the Supplier permits or requires these persons to have commercial dealings with the Company pursuant to this GCoP, then, without prejudice to the Company's rights at law, where the Company considers itself commercially disadvantaged by the involvement of such personnel in commercial dealings, the Company 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 this GCoP.

15. Third Party Intellectual Property Rights

- 15.1 Supplier grants to the Company a non-exclusive, royalty-free, irrevocable and transferable licence to use, reproduce or modify the Intellectual Property Rights in and in respect of the Products.
- 15.2 On the acceptance of each Purchase Order, and restated at each date of delivery, the Supplier warrants, represents, and will ensure that:
- a) the Supplier, the Products and the Services will not infringe any Intellectual Property Rights, confidential information, moral rights or any other rights of any person, or breach of any law;
 - b) the use or sale of the Products or the Services by the Company, or any person authorised by the Company (including its customers), will not infringe the Intellectual Property Rights, confidential information, moral rights or any other rights of any person, or breach any law; and
 - c) the Supplier is entitled to license the Intellectual Property Rights in and in respect of the Products or Services to the Company without reference to any third party; and
 - d) the licence granted to the Company under clause 15.1 includes the authority to sub-license the Intellectual Property Rights in and in respect of the Products or Services to any or all of the third party customers of the Company as may be required to advertise, promote, sell or distribute the Products. The Supplier acknowledges and agrees that the Company may elect to advertise, promote, sell and distribute the Products through any medium, including online third party marketplace websites on which the Company may cause the Products, the Services and their relevant Intellectual Property Rights to be displayed and sold under this sub-licence without further approval by the Supplier or any third party.
- 15.3 The Supplier will notify the Company as soon as the Supplier becomes aware of any suspected, threatened or actual infringement of any Intellectual Property Rights in or in respect of the Products or Services (including by reason of the use or sale of the Products by the Company or its customers), and at the Company's direction:
- a) modify the Product or the affected part of it so as to overcome the infringement of the Intellectual Property Right concerned;
 - b) replace the affected part of the Product, so as to overcome the infringement of the Intellectual Property Right concerned;
 - c) remove the affected part of the Product and compensate the Company for any reasonable cost, loss, expense or damage incurred by the Company as a result; or
 - d) obtain, at no cost to the Company, the right for the Company to continue to use the affected Product in the manner contemplated by this GCoP,

and any such modification, replacement, removal or acquisition will not affect the obligation of the Supplier to deliver by the delivery date set out in the Purchase Order Contract.

The Supplier indemnifies and will keep the Company and its Personnel indemnified against any and all liability, loss, costs (including legal costs on an indemnity basis), damage, claim, suit, action or expense incurred (or agreed by way of settlement or compromise) by the Company as a result of or in connection with any claim relating to or in connection with the actual or alleged infringement of a third party's Intellectual Property Rights which arises as a result of a breach of the Supplier's warranties in clause 15.2.

- 15.4 The Company indemnifies and will keep the Supplier and its Personnel indemnified against any and all liability, loss, costs (including legal costs on an indemnity basis), damage, claim, suit, action or expense incurred (or agreed by way of settlement or compromise) by the Supplier as a result of or in connection with any claim relating to or in connection with the actual or alleged infringement of a third party's Intellectual Property Rights which arises as a result of a breach of the Company's warranty in clause 11.2.
- 15.5 The liability:
- a) of the Supplier under clause 15.4 will be reduced to the extent that the Company caused or contributed to the loss or damage that is the subject matter of the indemnity; and
 - b) of the Company under clause 15.5 will be reduced to the extent that the Supplier caused or contributed to the loss or damage that is the subject matter of the indemnity.

15.6 The indemnities set out in this clause 15 will survive termination of this GCoP, the TTA or the relevant Purchase Order Contract and remain a continuing obligation. It is not necessary for a Party to incur an expense or be required to make a payment before enforcing a right of indemnity granted under this GCoP.

16. Assignment and Subcontracting

16.1 The Supplier may not assign or transfer its rights or obligations under this GCoP or a TTA or Purchase Order Contract (or any part of them) to any other person without receiving the Company's prior written consent (which may be granted on such terms as the Company considers appropriate).

16.2 The Supplier must not, without the prior written approval of the Company, subcontract the performance of all or any part of a TTA 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 TTA or Purchase Order Contract nor create any liability or obligation on the Company. 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 the Company may be conditional upon (without limitation) the Supplier obtaining from the subcontractor evidence of appropriate insurance and appropriate expertise, compliance with the Supplier General Requirements and Relevant Requirements, confirmation of the rights of review, inspection, audit and access to premises given in clause 20.5 and clause 22 of this GCoP, and a grant of the corresponding Intellectual Property Rights granted to or vested in the Company under this GCoP.

16.3 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 TTA or Purchase Order Contract (or if the TTA or Purchase Order Contract has been assigned in accordance with this GCoP, 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 16 be deemed to be an assignment by the Supplier requiring consent by the Company under this clause 16.

17. Governing Law and Dispute Resolution

17.1 These General Conditions of Purchase and any supply under a TTA or Purchase Order Contract shall be governed by the laws in place in New South Wales, Australia. The Company 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 this GCoP, any TTA or Purchase Order Contract or the transactions contemplated by them.

18. Severance

18.1 If the whole or any part of a provision of this GCoP or a TTA 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 this GCoP or the relevant TTA or Purchase Order Contract.

19. Ethical Sourcing and Compliance with Policies

19.1 The Supplier shall comply with all applicable laws and regulations relating to the manufacture, import, export and sale of goods, and shall, upon request, provide to the Company certificates or other written evidence of compliance with such laws and regulations.

19.2 Subject to clause 19.3, in performing its obligations under a TTA or Purchase Order Contract, the Supplier shall comply (and shall ensure that its employees and subcontractors (if any) comply) with:

- a) the Company's reasonable instructions, directions and guidelines as notified by the Company to the Supplier in writing from time to time (including but not limited to instructions, directions or guidelines relating to marketing materials, ethical business practices, ethical sourcing practices and sustainability); and
- b) the Supplier General Requirements as amended from time to time ("**Policy Amendments**").

19.3 The Supplier is only required to comply with instructions, directions, guidelines or Policy Amendments where:

- a) the Company provides reasonable advance notice of any such instructions, directions, guidelines or Policy Amendments (unless it is not reasonably practicable for the Company to provide such advance notice); and

- b) the instructions, directions, guidelines or Policy Amendments are reasonable and consistent with the terms of this GCoP and do not require the Supplier to comply with obligations that would cause material detriment to it (except where the amendment is required due to a change in law).

19.4 Subject to clause 19.3, if the Supplier materially breaches any of the Supplier General Requirements (and especially the Blackwoods Ethical Sourcing Policy), the Company reserves the right to suspend or terminate any TTA or Purchase Order Contract.

19.5 Where reasonably required in order for the Company to verify the Supplier's compliance with this clause 19, the Supplier consents to and permits audits by the Company (including its internal or third party service providers) of each facility used by the Supplier in the manufacture of Products, including the residential facilities provided to employees. Such audits:

- a) must be conducted at mutually agreed times and during the Supplier's normal business hours (unless this is not reasonably practicable in order to protect the Company's legitimate interests) and
- b) may include record reviews and direct employee interviews.

20. Survival of Terms

20.1 On expiration or termination of a TTA or Purchase Order Contract for any reason, such of the provisions of this GCoP 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 this GCoP) 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 TTA or Purchase Order Contract.

20.2 For the avoidance of doubt, the provisions of clauses 4, 8, 9, 10, 11, 13, 14, 15, 17 and 20 shall continue to apply to Products supplied pursuant to a TTA or Purchase Order Contract notwithstanding the termination or expiration of the TTA or Purchase Order Contract.

21. Account Transaction Inquiries, Records, and Right to Audit

21.1 The Company and the Supplier will at all times use best endeavours to resolve discrepancies and/or disputes over invoices and Customer Price Support. Upon request, a Party has the right to (at its own cost) to audit the accounts by using third party independent auditors.

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

- General invoice payment enquires BWAPenquiries@blackwoods.com.au
- Customer Price Support (CPS) enquiries CPS@blackwoods.com.au
- General Supplier Requirements enquiries or access issue quality@blackwoods.com.au

21.2 The Supplier must establish and maintain books and records relating to the provision of Products or performance of Services under this GCoP to a standard of best practice in its relevant industry and as reasonably required by the Company. The Supplier must provide within 5 business days of the Company's request, such books and records or any other details or information relating to the Products or the supply of the Services, including but not limited to, manuals, diagrams, specifications and records as the Company may reasonably require in order to comply with its legal obligations or to confirm the Supplier's compliance with the Supplier General Requirements.

21.3 The Company may (at its own cost) review, inspect, audit, examine and witness tests of any Products supplied under this GCoP, inspect any equipment used in the manufacture or measurement of any Products supplied or used in performance of Services under this GCoP. To verify the Supplier's compliance with this clause 21, the Company may, at its own cost and at a mutually agreed time during the Supplier's normal business hours, access or carry out site inspections of any premises used by the Supplier in the manufacture of the Products under this GCoP (including by using a third party independent auditor). The Company may charge the Supplier its reasonable costs to perform inspections where the Products consistently fail to meet the required Quality Standards.

21.4 If an audit report identifies a contravention of any of the Supplier's undertakings under this GCoP, the Supplier undertakes to work with the Company to arrange remediation to the required standard within an agreed time period. If the Supplier fails to undertake remediation or to agree on a remediation plan, the Company may suspend or

terminate any Purchase Orders, deliveries or other contracts with the Supplier at its discretion, including terminating the applicable TTA or Purchase Order Contract.

22. Set Off

22.1 Either Party may withhold, retain or set off from any payment due to the other Party under a TTA or Purchase Order Contract, any undisputed amount payable by that other Party.

23. Anti-corruption

23.1 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) within 5 business days of receipt, report to the Company 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;
- 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; and
- g) notify the Company within 5 business days upon becoming aware that any director, officer, employee or shareholder of the Supplier becomes, or expects to become a government official, as it is so defined in the Relevant Requirements in a position to take or influence official action for or against the Company; and
- h) promptly notify the Company upon becoming aware of any breach, imminent breach or suspected or potential breach of the Relevant Requirements by the Supplier, its subcontractor (if any) or any of their respective personnel.

23.2 The Supplier acknowledges and agrees that the obligations stated in this clause 24 are a fundamental term of the GCoP and that if the Supplier, or any subcontractor engaged by the Supplier (with or without the approval of the Company), are found to be in breach of any of the obligations in this clause 24, the Company may terminate any Purchase Order, any delivery, or any existing engagement for supply under this GCoP without liability to the Company.

24. Force Majeure

24.1 A Party will not be liable for any breach or failure to perform its obligations under this GCoP if it is due to unforeseeable circumstances beyond the reasonable control of that Party and not otherwise manageable by good operational practices ("**Force Majeure Event**"). In such circumstances, the Party affected by the Force Majeure Event must:

- a) as soon as practicable, give the other Party notice of the circumstances; and
- b) use all reasonable endeavours to minimise the effects of the circumstances and continue to perform its obligations under this GCoP.

25. Modern slavery

25.1 The Supplier represents, warrants and undertakes at all times:

- a) that neither the Supplier nor any of its Personnel, contractors or subcontractors engage in Modern Slavery;
- b) to comply with all Modern Slavery reporting requirements applicable to it;
- c) have and maintain throughout the term of this GCoP, its own policies and procedures that are intended to ensure compliance with Modern Slavery laws and the minimum standards set out in the Blackwoods Ethical Sourcing Policy (available on the following webpage: <https://www.blackwoods.com.au/supplier-requirements>);
- d) to take reasonable steps to require each of its contractors and/or suppliers directly involved in the provision of goods or services to the Company to have, and maintain throughout the term of the Supplier's contract with the relevant subcontractor or supplier, policies and procedures that are designed to ensure that no form of Modern Slavery is used in the relevant contractor's or supplier's business, or by its Personnel, contractors or subcontractors; and
- e) to notify the Company 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.

25.2 At the reasonable request of the Company, within a reasonable period of time, and at its own expense, the Supplier shall confirm in writing that it has complied with its undertakings in clause 25.1 and provide any information reasonably requested by the Company in support of such compliance.

25.3 If the Company has reasonable grounds to suspect a breach of clause 25.1, the Company may, at its sole cost, appoint auditors to verify the Supplier's compliance with the representations, warranties and undertakings set out in clause 25.1. The Supplier must comply with the reasonable requests of such auditor in relation to an audit under this clause 25.3. Such auditor will provide a copy of any final audit report to both the Company and the Supplier.

25.4 The Supplier shall:

- a) immediately notify the Company in writing if:
 - (i) it becomes aware or suspects that any of the representations, warranties and undertakings in clause 25.1 are false; and/or
 - (ii) it or any of its Personnel breaches or may have breached the representations, warranties and undertakings in clause 25.1.

Notification under clause 25.4a) will be sufficient if and only if the notification sets out adequate particulars of the breach or suspected breach.

- b) at the Company's request, provide details of the steps it is taking to investigate any breach or potential breach notified under clause 25.4a).

25.5 If the Supplier is in breach of any part of this clause 25 or if the Company has reasonable grounds to suspect such a breach, without prejudice to any other remedy which the Company may have, the Company may immediately terminate this GCoP any TTA or any Purchase Order Contract for breach by providing written notice of termination to the Supplier. Any right of termination under this clause is in addition to any other right of termination the Company may have under this GCoP or at law.

26. Whistleblower Reporting

The Company encourages the Supplier, (including the Supplier's Personnel and other eligible whistle blowers) to report all instances of suspected unethical, illegal, fraudulent or undesirable conduct in the supply or receipt of Products or Services under this GCoP in accordance with the Wesfarmers Industrial & Safety Whistleblower Policy, a copy of which is available at <https://www.blackwoods.com.au/policies-terms#whistleblower>

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 GCoP or to any other agreement, deed or instrument includes, respectively, this GCoP 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

The Company and the Supplier referred to below acknowledge and agree as follows:

- 1. These General Conditions of Purchase shall apply to the provision of all Products and Services to the Company.
- 2. Except in the case of express variation agreed to in writing by the Parties, any amendment of this GCoP is void and of no force or effect.

Note that irrespective of whether the Supplier signs the Supplier Acknowledgement below, delivery of Products by the Supplier pursuant to a Purchase Order Contract will constitute acceptance by the Supplier of the application of this GCoP to the provision of all goods and services to the Company.

Supplier: _____

ABN: _____

Address: _____

SIGNED FOR and on behalf of
J. Blackwood & Son Pty Ltd

SIGNED FOR and on behalf of
Supplier

Signature

Signature

Name and Position

Name and Position

Date

Date

Annexure 1 – BHP Supply

This Appendix applies to all Suppliers who are involved in the supply of Goods or Services, directly or indirectly, to BHP, in addition to the GCoP to which this Appendix is attached. If the Supplier undertakes any one or more of the acts of conclusive acceptance referred to in clause 2.1 of the GCoP, the Supplier is considered to have also accepted the terms set out in this Appendix.

1. Definitions

1.1 The following terms used in the GCoP or in this Appendix shall have the following meanings (and takes precedence over any conflicting defined terms in the GCoP):

“Business Day” means a day that is not a Saturday, Sunday, a public holiday at the relevant BHP site to which the Products are supplied, nor 27, 28, 29, 30 or 31 December, and otherwise, a day that is not a Saturday, Sunday, a public holiday at the registered address of BHP nor 27, 28, 29, 30 or 31 December.

“BHP” means any one or more of the following entities: BM Alliance Coal Operations Pty Ltd (ABN 67 096 412 752), BHP Billiton Iron Ore Pty Ltd (ABN 46 008 700 981), BHP Billiton Mitsui Coal Pty Ltd (ABN 34 009 713 875), BHP Billiton Olympic Dam Corporation Pty Ltd (ABN 99 007 835 761), Hunter Valley Energy Coal Pty Ltd (ABN 39 062 894 464), OS ACPM Pty Ltd (ABN 85 623 848 895), and OS MACP Pty Ltd (ABN 23 626 224 655).

“BHP Code of Business Conduct” means the BHP “Working with Integrity: Code of Business Conduct” accessible at <https://www.bhp.com/our-approach/our-company/our-code-of-conduct/> as amended from time to time.

“BHP Confidential Information” has the meaning defined in clause 3.3 of this Appendix.

“BHP Data Security and Privacy Requirements” means BHP’s data security and privacy requirements as set out in Schedule 1 to this Appendix (where references to “Contractor” are to be read as “Supplier”, to “Company” or “Relevant Company” are to be read as “BHP and/or the Company” (as the context requires), and to “Goods” are to be read as “Products”) as amended by BHP from time to time and notified by the Company or BHP to the Supplier.

“BHP Minimum Requirements” means BHP’s minimum health, safety, environment, community and business conduct requirements for its suppliers, as set out in Schedule 1 to this Appendix as amended by BHP from time to time and notified by the Company or BHP to the Supplier.

“BHP Site Standards and Procedures” means the BHP site standards and procedures set out in Schedule 1 to this Appendix (where references to “Contractor” are to be read as “Supplier”, to “Company” or “Relevant Company” are to be read as “BHP and/or the Company” (as the context requires), and to “Goods” are to be read as “Products”) as amended by BHP from time to time and notified by the Company or BHP to the Supplier.

“Claim” means any claim for an increase in the price for the Products or Services, an extension of time, money (including damages), a reduction in Supplier’s obligations or the rights of the Company, or any other remedy, arising in connection with the GCoP, this Appendix, TTA, Purchase Order, the Products or Services, at law or in equity.

“Intellectual Property Rights” means all copyright and analogous rights (including moral rights), all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets), know-how, circuit layouts and all other rights throughout the world resulting from intellectual activity in the industrial, scientific or artistic fields. These rights include all rights in all applications to register these rights and all renewals and extension of these rights.

“Supplier General Requirements” means:

- a) the Company’s general conditions, policies and procedures (as amended from time to time) that apply to all suppliers to the Company, including without limitation, this GCoP, the ‘Supplier Delivery Requirements’, ‘Quality Policy’, ‘Blackwoods Ethical Sourcing Policy’, ‘Blackwoods Ethical Sourcing Program Supplier Requirements’ and the ‘Wesfarmers Industrial & Safety Anti-Bribery Policy’ listed (with hyperlinks) on the following webpage: <https://www.blackwoods.com.au/supplier-requirements>; and
- b) the BHP Code of Business Conduct, BHP Minimum Requirements, BHP Site Standards and Procedures and the terms of any third party licence agreements relevant to BHP’s Confidential Information as notified to the Supplier from time to time.

2. General Obligations of Supply

2.1 The General Conditions of Purchase, as amended by this Appendix for supply to BHP, shall apply to the provision of all goods and services supplied to BHP by the Company having obtained the supply from the Supplier and any obligation of the Supplier to the Company under the GCoP is also an obligation in respect of BHP.

3. Additional amendments to the GCoP

3.1 **(Delivery and Receipt)** Clause 7.2 of the GCoP is amended by inserting the following at the end of the clause:

“The Supplier must provide:

- a) 10 Business Days’ notice (or such other period as the parties shall agree) or a reasonably appropriate period of notice in circumstances where the lead time for the relevant Goods is less than 10 Business Days, prior to the date the Products will be ready for delivery, final inspection or for performance tests prior to delivery, so that the Company, BHP or either of their nominee may elect to be present; and
- b) 48 hours prior notice of the time the Products will be delivered to the delivery point at the Company or BHP locations.”

3.2 **(Data ownership, confidentiality and privacy)** A new Clause 14.2 A is added to the GCoP as follows:

“Without limiting clause 14.2, all information, data and documents provided to the Supplier by or on behalf of BHP, or otherwise acquired by the Supplier relating to BHP (“**BHP Confidential Information**”) 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 this GCoP. Supplier acknowledges and agrees that all BHP Confidential Information that relates to BHP’s business shall be owned by BHP. The Supplier agrees to be bound by all applicable privacy and data protection laws (including the BHP Data Security and Privacy Requirements) with respect to the BHP Confidential Information and all supply made under this GCoP, any TTA, or any Purchase Order Contract..”

3.3 **(Publicity)** In addition to the obligations set out in clause 14.3 of the GCoP, the Supplier must refer any inquiries from the media concerning BHP’s use of the Products or Services supplied under this GCoP to the Company promptly upon receipt and must follow all reasonable directions from the Company and supply all information reasonably necessary to assist the Company to deal with the inquiry.

3.4 **(Compliance)** In addition to the obligations set out in clause 19.2, in performing its obligations under a TTA or Purchase Order Contract, if Products are to be supplied or delivered by the Supplier to BHP’s sites or locations, the Supplier shall comply (and shall ensure that its employees and subcontractors (if any) comply with all site access and induction requirements, the BHP Site Standards and Procedures and all reasonable instructions, directions and orders given by the Company, BHP, or any person authorised by law or the BHP Site Standards and Procedures. If Supplier fails to comply with the relevant site access and induction requirements, BHP Site Standards and Procedures, or such instructions, directions and orders given to the Supplier, the Company may require the Supplier to remove its personnel from the relevant BHP site or location.

3.5 **(Suspension)** To the extent permitted by law, the Company may, at any time and for any reason, suspend all or any part of the supply of Products and/or the performance of Services under a TTA or Purchase Order by giving reasonable notice to the Supplier. The Company may, at any time give a direction to the Supplier to resume the supply of Products and the performance of Services under a TTA or Purchase Order, and if the Supplier receives such a direction, the Supplier must immediately resume the supply of the Products and the performance of the Services to be provided under the relevant TTA or Purchase Order.

Where suspension of all or any part of the supply of Products and/or the Services is:

- a) not due to any default, action or omission by the Supplier or its Personnel; or
- b) due to a Force Majeure Event,

the Company will reimburse the Supplier within a reasonable time of receipt from the Supplier of a detailed breakdown of its claim for costs necessarily and reasonably incurred by the Supplier as a direct consequence of the suspension, provided the Supplier has used reasonable endeavours to minimise its costs.

3.6 **(Records and Rights to Audit)** All rights in respect of access and review of books, records, data and information of the Supplier and its subcontractors (if any), as well as rights of review, inspection, audit and access to premises which are granted in favour of the Company under the GCoP are extended under this clause 3.6 in favour of BHP.

- 1.1 **(Records and Rights to Audit)** Clause 21.4 of the GCoP is replaced with the following:
"If an audit report identifies a contravention of any of the Supplier's undertakings under this GCoP, the Supplier undertakes to work with the Company to implement a remediation plan within 60 days and remedy such contravention to the required standard within an agreed time period. If the Supplier fails to implement a remediation plan within 60 days or remedy the relevant contravention within the agreed time period, the Company may suspend or terminate any Purchase Orders, deliveries or other contracts with the Supplier at its discretion, including terminating the applicable TTA or Purchase Order Contract."
- 3.7 **(Copy of agreement)** If required by BHP, Supplier agrees to the provision by the Company to BHP of a copy of the TTA or Purchase Order Contract entered into between the Company and the Supplier.
- 3.8 **(Business Days)** All references to "business days" in the GCoP shall be replaced with "Business Days" as defined in this Appendix.
- 3.9 **(Notification of Claims)** A Party will not be liable for any Claim by the other Party ("**Claimant**") for payment of amounts in addition to those amounts already paid to or accepted by the Claimant unless within:
- a) in the case of a Claim related to damages for personal injury, 90 days; or
 - b) in all other cases, 30 days (or such other time as is expressly provided for in the TTA or Purchase Order),

after the first day on which the Claimant becomes aware, or ought reasonably to have become aware, of a fact, matter or circumstance which may reasonably give rise to a Claim, the Claimant has given the other Party a fully substantiated Claim which sets out the contractual basis for the Claim, the facts on which the Claimant relies and the precise sum claimed (to the extent that those details are known by the Claimant at the time the notice is given). Compliance by the Claimant with the time frames specified in this clause (or such other time as is expressly provided for in the TTA or Purchase Order) is a contractual pre-condition to any entitlement to a Claim. This clause does not apply to the extent it is contrary to applicable legislation (including subordinate legislation) or would annul, exclude, modify, restrict or otherwise change the effect of any applicable legislation (including subordinate legislation) in a way that is not permitted by law.

Schedule 1

- Site Standards and Procedures
- BHP Minimum Requirements
- BHP Data Security and Privacy Requirements

BHP SITE STANDARDS AND PROCEDURES

1. GOODS

It is the Contractor's responsibility to ensure all Goods supplied comply with current Company Standards and Requirements, Statutory Requirements, Regulations, Legislation, Codes of Practice and Standards, relevant to such work in Australia. Where there is an inconsistency between such standards or the Company standards, the more stringent will apply.

1.1 General Requirements

- (a) Documentation – All Goods should be delivered with a delivery docket and consignment note. These documents must identify:
 - (i) Company Purchase Order
 - (ii) Final destination of Goods
 - (iii) Purchase Order line items associated with the Goods delivered
 - (iv) Brief description and quantity/weight of the Goods
 - (v) Supplier part, material or items number for the Goods (if applicable)
 - (vi) Supplier invoice number, or reference number, for the delivery
 - (vii) To the extent the delivery contains packages of different Goods; the number of packages in the delivery
 - (viii) Date the Goods are dispatched to the Relevant Company's Delivery Point as identified on the purchase order
- (b) Goods should be delivered on plain hardwood pallets or on purpose built transport and storage frames;
- (c) Goods identified as requiring protection when stored externally must have adequate weather protection packaging;
- (d) Goods should be packaged for long distance road travel;
- (e) Couriers must have high visibility vests, steel capped boots, long sleeve shirts and long pants;
- (f) Packaged Goods that don't comply with the requirements in this Schedule will be rejected; and
- (g) Poorly restrained loads will be grounded until resolved.

1.2 Small Parcel Freight

- (a) Use plastic wrap to hold together pallets of small boxes and ensure that the pallet itself is wrapped;
- (b) Ensure items over 15kgs have heavy stickers to avoid manual handling injuries;
- (c) Separate Goods for different Sites onto individual pallets; and
- (d) Ensure the quality of boxes is sufficient. Most items will be opened, checked and then resealed prior to transport.

1.3 Bulk Freight

- (a) Use Top Heavy labels to indicate topple risk;

- (b) Use Keep Dry/Avoid Sun stickers for Goods that are affected by weather;
- (c) Provide transport frames for awkward and fragile Goods which cannot be effectively stored and secured on a standard hardwood pallet; and
- (d) Ensure wood/metal crates are strong enough to undertake long distance road travel.

1.4 Fragile Freight

- (a) Clearly indicate tie down points for fragile Goods;
- (b) Fragile Goods must be clearly labelled (Min. label 100mmx150mm); and
- (c) Fragile Goods must be packed with inner cushioning appropriate for long distance road haulage.

1.5 Hazardous Substances and Dangerous Goods

- (a) Packaging must comply with the applicable Dangerous Goods statutory requirements

BHP MINIMUM REQUIREMENTS

Globally defined HSEC and business conduct requirements that are areas of extremely high reputation risk.	
Compliance	Requirements
Corruption, bribery, sanctions and extortion	The supplier must comply with applicable anti-corruption laws. The supplier must not make or allow facilitation payments when undertaking work for or on behalf of BHP. The supplier must comply with all international trade laws and sanctions of the countries in which BHP operates.
HSEC	The supplier must comply with BHP's HSEC requirements relevant to work completed as part of the supply contract with BHP.
Laws and regulations	The supplier must comply with the letter and, where it is clear, the intent of all laws and regulations relating to their business. This includes understanding laws and regulations relevant to their work and complying with legal requirements of the country where they are working. If the local law allows an activity, practice or standard that is not permitted under BHP's requirements for suppliers, the supplier must exceed legal requirements.
Labour rights	Requirements
Child labour	Children must not be hired to work before completing their compulsory education (as determined by applicable local laws). Notwithstanding local requirements, the minimum age for entry into employment must not be younger than 15 years of age.
Forced or compulsory labour	The supplier must affirm that it does not allow forced, bonded or involuntary labour.
Human trafficking	The supplier must affirm that it does not use labour acquired through human trafficking.
Freedom of association	The supplier must: <ul style="list-style-type: none"> adopt an open attitude towards the legitimate activities of trade unions; allow their workers' representatives to carry out their legitimate representative functions in the workplace and not be discriminated against.
Wages, penalties and working hours	Wages and benefits, including overtime, paid must satisfy, at a minimum, national legal standards or local industry benchmarks, whichever is higher. In nation states where no minimum wage legislation exists, the supplier must seek to establish a living wage that provides an adequate standard of living for all its employees and their dependants. The supplier must not deduct allowances or withhold wages as a disciplinary measure or for any other reason that is not permitted by law. Performance-based pay systems must be calculated based on reasonable expectations and be clearly defined and communicated. Working hours shall not exceed the national legal standards or local industry benchmarks, whichever provides greater protection for the worker.
Non-discrimination and diversity	The supplier must: <ul style="list-style-type: none"> provide a work environment in which everyone is treated fairly and gender, cultural, ethnic, religious or other diversity factors such as disability are respected; offer employment on the basis of merit; not base decisions regarding employment on attributes unrelated to job performance (including but not limited to, race, colour, gender, religion, personal associations, national origin, age, disability, political beliefs, marital status, sexual orientation and family responsibilities). Decisions relating to suppliers, customers, contractors and other stakeholders must also be based on merit.

Globally defined HSEC and business conduct requirements that are areas of extremely high reputation risk.	
Workplace health and safety	<p>The supplier must provide:</p> <ul style="list-style-type: none"> • safe and healthy working facilities and appropriate precautionary measures to protect employees from work-related hazards and anticipated dangers in the workplace; • workers with regular and recorded health and safety training; • clean and safe accommodation that meets the basic needs of the workers (where provision is applicable).
Workplace health and safety (continued)	<p>The supplier must:</p> <ul style="list-style-type: none"> • follow all relevant legislation, regulations and directives in the countries in which the contract activities are undertaken to provide a safe and healthy workplace; • implement systems for the prevention of occupational injury and illness including, standards for fire safety; emergency preparedness and response plans; occupational or industrial hygiene standards; appropriate lighting and ventilation; machinery safeguarding; reporting and investigation of occupational injuries and illness; reasonable and appropriate access to potable water and sanitation facilities; • assign responsibility for health and safety to a management representative.
Treatment of employees	<p>The supplier must create and maintain an environment that treats all employees with dignity and respect and must not use or threaten violence, coercion, sexual exploitation or abuse, or verbal or psychological harassment or abuse.</p>
Environment Requirements	
Biofuels	<p>Biofuels must only be sourced from global companies that have policies or standards for the sustainable sourcing of biofuel components. That is, they must demonstrate that the biofuels are not sourced in conflict with agricultural, biodiversity or other environmental values and have a positive lifecycle greenhouse gas emission profile.</p>
World Heritage listed properties and IUCN Protected Areas	<p>Materials must not be sourced from World Heritage listed properties or International Union for Conservation of Nature Protected Areas.</p>
Community Requirements	
Community Interaction	<p>The supplier, and in turn its employees, must treat members of the community with dignity and respect. They must not adversely impact on the health or safety of members of the community, nor on their wellbeing by engaging in activities such as threatening behaviour, violence, coercion, sexual exploitation or abuse, or verbal or psychological harassment or abuse.</p>
Locally defined HSEC and business conduct requirements that require local interpretation and may not be applicable in all countries.	
Examples of categories	<ul style="list-style-type: none"> • Indigenous rights; • environmental areas; • traditional customs; • public policy; • training and education; • supplier reputation.

BHP DATA SECURITY AND PRIVACY REQUIREMENTS

1. DEFINITIONS AND INTERPRETATION

1.1 Capitalised terms used but not defined in this Schedule shall have the meanings given in the Standard Terms and Conditions. In this Schedule:

"Good Industry Practice"	means that degree of skill, care, prudence, foresight and practice which would ordinarily be expected of industry standard for a supplier of goods and services of the same or a similar nature to the Goods and Services.
"Company Information"	means all data and other information made available by the Company or any of its Personnel to the Contractor or any Contractor's Personnel in connection with the Contract, and any other data and information processed by the Contractor in connection with the Contract, which relates to the Company's business or customers or to the Company's Personnel.
"Company Personal Information"	means all Company Information that is Personal Information.
"Data Controller"	means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Company Personal Information.
"Data Privacy Laws"	means all applicable Laws now or in the future relating to data protection, privacy and information security, including all applicable international, regional, federal, or national data protection laws, regulations and regulatory guidance.
"Data Processor"	means a natural or legal person, public authority, agency or other body which processes Personal Information on behalf of the Data Controller.
"EU Model Clauses"	means the standard contractual clauses for the transfer of Personal Information to data processors established in third countries (Commission Decision 2010/87/EU), or any replacement clauses approved by the Commission from time to time.
"Personal Information"	means any information, whether recorded in a material form or not, relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"processing"	in relation to information or data, means obtaining, collecting, accessing, recording, storing, using, disclosing, sharing, holding, deleting or destroying the information or data and any other operation which may be performed upon or in relation to the information or data, whether or not by automated means; and "process(es)/processed" will be interpreted accordingly.
"Security Incident"	means any actual or potential accidental, unauthorised or unlawful destruction, loss, alteration, or unauthorised third party access to or disclosure of Company Information or Company Personal Information.

2. INFORMATION SECURITY

2.1 The Contractor warrants, represents and undertakes that it will secure and protect the Goods and Services and all Company Information that it holds or has access to in connection with the Goods and Services including by:

- (a) backing-up the Company Information at regular intervals (at least daily);
- (b) ensuring that the Contractor is able, at all times, to restore lost or damaged Company Information from the latest back-up, in a timeframe that is appropriate based on the criticality of a system for delivering the Contract;
- (c) except as otherwise agreed in writing by a 'General Manager' level representative or above of the Contractor and Company representative at 'Vice President' level or above, not using the Company Information except as required for the performance of its obligations under the Contract;
- (d) complying with the Company's information management procedures and safeguards as notified to the Contractor from time to time by the Company, including those concerning the security of the Company Information;
- (e) without prejudice to clause 3.2(c), maintaining and enforcing safeguards against the destruction, loss, or alteration of Company Information that are no less rigorous than those maintained by the Contractor for its own information of a similar nature or that otherwise comply with Good Industry Practice;
- (f) in the event of any destruction, loss, or reduction in the accessibility or usability of the Company Information which is caused or contributed to by the Contractor, at its own cost, restoring such data using Good Industry Practice data restoration techniques;
- (g) taking all necessary precautions, in accordance with Good Industry Practice, to prevent a virus or other malware affecting the Services and the Company Information, including but not limited to using the latest versions of anti-virus software (including latest definitions and updates) available from an industry accepted anti-virus software vendor to check for and delete malicious software and viruses;
- (h) notifying the Company as soon as reasonably practicable (and in any event within 24 hours) upon becoming aware of any Security Incident, of the occurrence of such Security Incident (together with all relevant information available to the Contractor at that time concerning such Security Incident);
- (i) providing the Company as soon as reasonably practicable (and in any event within 2 Business Days) upon becoming aware of any Security Incident, (if not already provided as part of the initial notification in sub-clause (h)) with a detailed description of the Security Incident, the type of Company Information that is the subject of the Security

Incident, the identity of any affected individuals and all other information and cooperation which the Company may reasonably request;

- (j) taking immediate action, at the Contractor's own cost, to investigate any Security Incident, to identify, prevent and mitigate the effects of such Security Incident and to carry out any recovery or other action necessary to remedy the Security Incident. The Contractor must ensure that any such recovery or other action does not compromise any technical information or artefacts (including, for example, logs) which would reasonably be required by the Company to understand the Security Incident, mitigate its effects and/or prevent its recurrence;
- (k) not issuing, publishing or otherwise making available to any third party any press release or other communication concerning a Security Incident without the Company's prior approval;
- (l) maintaining and enforcing robust physical security of data centres where Company Information is stored, accessed or otherwise processed, in accordance with Good Industry Practice;
- (m) keeping any Company Information in electronic form logically separated from any information, data or material of any third party;
- (n) ensuring that access to the Services and Company Information by any Contractor's Personnel is restricted on a strict need to know basis and that all Contractor's Personnel who are granted such access have completed appropriate security training (having regard to the nature of the Services and Company Information, the circumstances and extent of the Contractor Personnel's access to such Services and Company Information, and the Contractor's obligations under this Schedule);
- (o) performing continuous service improvement and continuous monitoring of the Services including but not limited to conducting penetration testing, annual audits (which may include ethical hacking and various testing) of the security of the Contractor's systems used in connection with the provision of the Services and promptly rectifying any security vulnerabilities identified by such testing; and
- (p) upon termination or expiry of the Contract for any reason:
 - (i) making all Company Information available to the Company for a minimum of 180 days and delivering up any or all Company Information, in such format as the Company may reasonably request, within 10 business days of a request by the Company to do so; and
 - (ii) without prejudice to clause 3.4(e), deleting all copies of Company Information on request by the Company and confirming in writing that such deletion has taken place, save to the extent that (and for so long as) the Contractor is required to retain a copy of such Company Information in order to comply with any professional or regulatory obligations, in which case the Contractor shall ensure that access to any Company Information retained by it or any Contractor's Personnel remains restricted in accordance with 2.1(m) above following the termination or expiry of the Contract.

2.2 The Contractor agrees that the Company and its representatives (including third party representatives who are approved by the Contractor, acting reasonably, and who have agreed to the Contractor's reasonable confidentiality requirements) will:

- (a) be granted access to the results of the Contractor's penetration testing in relation to systems, and only those parts of systems, in which Company Information is stored on a periodical basis (not more than twice in any twelve month period); and

- (b) have the right, on reasonable notice, being not less than 3 business days in the case of a Security Incident or otherwise not less than 20 business days at the Company's cost, to require the Contractor to conduct audits of the Contractor's handling of Company Information under the Contract, examine the level of protection and security provided for Company Information and assess the Contractor's compliance with this Schedule,
- 2.3 The Contractor will provide all reasonable assistance and information in relation to any testing or audit carried out in accordance with clause 2.2. In the event that such testing or audit reveals a material breach by the Contractor, the cost of the testing or audit and the cost of remediating any findings shall be borne by the Contractor.
- 2.4 The Contractor acknowledges that the Company may suffer financial and other loss and damage if any unauthorised act occurs in relation to Company Information, and that monetary damages may be an insufficient remedy.

3. PERSONAL INFORMATION AND PRIVACY

- 3.1 The Contractor acknowledges that it is solely responsible for all processing of Company Personal Information that it performs in connection with the Contract.

Contractor processing of Company Personal Information

- 3.2 Where the Contractor processes Company Personal Information in connection with the Contract, the Contractor will:
- (a) comply with all applicable Data Privacy Laws and not process Company Personal Information in a manner that will or is likely to result in the Company breaching its obligations under Data Privacy Laws;
- (b) in respect of Company Personal Information collected directly from Company's Personnel, provide clear written notice to the Relevant Company of:
- (i) the identity and contact details of the Contractor and its data protection officer ("DPO");
 - (ii) the categories of Personal Information that the Contractor may process about such Company's Personnel;
 - (iii) the purposes for which the Contractor may process such Personal Information and the legal basis for it doing so;
 - (iv) the categories of third parties to whom the Personal Information may be disclosed;
 - (v) if the Personal Information is collected within the European Economic Area ("EEA"), whether the Personal Information will be transferred outside the EEA and the transfer mechanism that will be used (and the means to obtain a copy of it); and
 - (vi) any other information necessary for the Contractor's processing of the Personal Information to be fair, including:
 - the retention period for the Personal Information, or (if not possible) the criteria used to determine the retention period;
 - the existence of the rights of access, rectification, erasure, objection and data portability;
 - if applicable, the right to withdraw consent;

- the right to lodge a complaint with the relevant supervisory authority;
- whether providing the Personal Information is mandatory or optional, and any consequences of failing to provide the Personal Information; and
- the existence of any automated decision making, and "meaningful information" about the logic involved and the significance for the individual,

and the Contractor will process such Company Personal Information solely for the purposes identified in such notice, or otherwise as necessary to perform its obligations under the Contract;

- (c) notwithstanding its obligation to comply in full with clause 2 which will apply in any event, take all appropriate technical and organisational measures against unauthorised or unlawful processing of Company Personal Information and against accidental loss, disclosure, alteration or destruction of, or damage to, Company Personal Information;
- (d) not transfer (including by way of remote access) Company Personal Information collected within the European Economic Area ("EEA") outside of the EEA, or Company Personal Information collected in any other country (i.e. not within the EEA) outside of that country unless the Company has given its prior written consent and:
 - (i) the Contractor and the Company have entered into the EU Model Clauses; or
 - (ii) the Contractor and the Company have entered into an alternative data processing agreement in a similar form to the EU Model Clauses as may be approved by the Company from time to time at its discretion;
- (e) ensure that all Contractor's Personnel who have access to Company Personal Information are bound by appropriate obligations of confidentiality and have been provided with adequate training on the handling of Personal Information, having regard to the nature of the Company Personal Information and the Services, and take all reasonable steps in accordance with best industry practice to ensure the reliability of all such personnel; and
- (f) without prejudice to clauses 2.1(j), (k) and (l), notify the Company immediately (and in any event within 24 hours) upon becoming aware of any actual or potential breach of this clause 3 or of any applicable Data Privacy Laws, take all reasonable steps to mitigate the impact of such breach and provide, at the Contractor's own cost, all reasonable assistance required by the Company in investigating and resolving the breach.

3.3 If, for whatever reason, any transfer of Company Personal Information under clause 3.2(d) ceases to be lawful, the Contractor shall either:

- (a) with Company's consent, implement an alternative lawful transfer mechanism; or
- (b) immediately cease the transfer of any such Company Personal Information under clause 3.2(d).

Contractor processing of Company Personal Information on Company's behalf

3.4 Without prejudice to clauses 3.2 and 3.3, where the Contractor processes Company Personal Information on behalf of the Company or otherwise on the Company's instructions, the Contractor will:

- (a) process such Company Personal Information only as is necessary for the purposes of performing its obligations under the Contract and only in accordance with the written instructions given by the Company from time to time, unless required to do otherwise by applicable law to which the Contractor is subject. In which event, the Contractor

shall inform the Company of the legal requirement before processing Company Personal Information other than in accordance with the Company's instructions, unless that same law prohibits the Company from doing so on important grounds of public interest;

- (b) not publish, disclose or divulge (and ensure that no Contractor's Personnel will publish, disclose or divulge) any Company Personal Information to any third party unless the Company has given its prior written consent;
 - (c) inform the Company promptly, and in any event within two (2) business days, of any enquiry or complaint relating to the Company received from:
 - (i) any regulatory body, including but not limited to a data protection supervisory authority; or
 - (ii) any data subject;
 - (d) provide, at the Contractor's own cost, reasonable cooperation and assistance to the Company in relation to queries, complaints and other correspondence with any data subject or regulatory body regarding the Contractor's processing of Company Personal Information and any other co-operation and information as the Company may reasonably require to enable the Company to comply with its obligations as a Data Controller under applicable Data Privacy Laws, including in relation to data security; data breach notification; data protection impact assessments; prior consultation with supervisory authorities; the fulfilment of data subject's rights; and any enquiry, notice or investigation by a supervisory authority; and
 - (e) amend, update, supplement, return or destroy any Company Personal Information as soon as reasonably practicable at the Company's request, whether during or following the termination of the Contract (and in any event must return or destroy any Company Personal Information following the termination or expiry of the Contract in accordance with clause 2.1(p) by no later than the date that is 180 days after the effective date of such termination or expiry).
- 3.5 The categories of Company Personal Information to be processed by the Contractor and the processing activities to be performed under the Contract are set out in Appendix 1 to this Schedule.
- 3.6 The Contractor will indemnify and keep indemnified the Company against all claims, losses, damages, liabilities, costs and expenses (including regulatory penalties imposed on the Company) arising out of or in connection with any breach by the Contractor of this Schedule.
- 3.7 If the Contract states that the Company enters into the Contract or any statement of work under it on behalf of any other company or entity, the Company holds the indemnity set out in clause 3.6 for itself and on trust for any such other company or entity.

4. SUBCONTRACTORS

- 4.1 In the event that the Contractor intends to subcontract the processing of Company Information, it will provide reasonable prior notice to the Company of the identity and location of any third party to whom it subcontracts any processing and a description of the intended processing to be carried out by such third party sufficient to enable the Company to evaluate any potential risks to Company Personal Information. Upon receipt of such notice, the Company may, by providing notice to the Contractor, raise reasonable objections to the intended processing by such third party, in which event the Contractor must either:
- (a) not proceed with the intended sub-processing; or
 - (b) take such steps as may be required to address the concerns of the Company to the Company's reasonable satisfaction.

In the event that the Contractor has not addressed the Company's concerns within a period of 3 months from the date of notice from the Company and nevertheless wishes to proceed with the intended processing, the Company may immediately end this Contract or if the Company is a Framework Company, the relevant Work Package Instruction or Purchase Order issued by it, by notice in writing to the Contractor with a copy to each other Company. If a Company terminates this Contract under this clause 4.1 of Schedule 7, the Company may engage other persons to supply the Goods or to perform the Services for that Company and clause 4.2 of Schedule 1 will no longer apply to that Company from the date that notice of termination is given to the Contractor..

- 4.2 Subject to complying with clause 4.1, the Contractor will ensure that any third party to whom it subcontracts any processing of Company Information agrees in writing to:
- (a) provide reasonable prior notice to the Company of the identity and location of any third party to whom it subcontracts any processing (a "Sub-processor") and a description of the intended processing to be carried out by the Sub-processor sufficient to enable the Company to evaluate any potential risks to Company Personal Information; and
 - (b) impose legally binding contract terms on the Sub-processor which require the Sub-processor to:
 - (i) comply with the same obligations that apply to the Contractor under this Schedule; and
 - (ii) afford the same rights and benefits to the Company as are granted to the Company by the Contractor under this Schedule (including the audit rights set out in clause 2.2).
- 4.3 The Contractor acknowledges and agrees that it shall remain liable to the Company for any breach of the terms of this Schedule by any Sub-processor.

APPENDIX 1: Description of Personal Information Processing

The data processing activities carried out by the Contractor under the Agreement may be described as follows:

1. Subject matter

[Provide a brief description of the subject matter of the processing, i.e. the subject matter of the Contract as it involves personal information]

2. Duration

[Insert duration of the processing]

3. Nature and purpose

[Describe the type of processing and its purpose(s)]

4. Data categories

[Insert the categories of personal information that are subject to the processing]

5. Data subjects

[Insert the categories of data subjects who are subject to the processing]