

Terms and Conditions of Sale
Eaton Industries Pty Ltd (ABN 66 103 014 571)
Eaton Industries Company (NZCN 284932, GST 48-218-105)

1. GENERAL: Purchaser's Order for Goods, UPS Equipment or Services ("Order") is deemed to incorporate, and will be supplied by Company on these terms and conditions of sale ("Sale Terms"). Except with the express written agreement of Company, these Sale Terms prevail over any inconsistent terms and conditions introduced in or by Order or otherwise.

2. QUOTATIONS and PRICES: The prices quoted by Company for Goods, UPS Equipment or Services are based on Company's estimated cost of production, manufacture or supply at the time of quotation and are subject to alteration due to any increase in Company's costs between the date of quotation and the date Company provides written confirmation of Purchaser's Order ("Order Confirmation"). Unless otherwise expressly agreed by Company, all prices quoted:

- (a) are exclusive of Goods and Services Tax ("GST"), which will be added to Purchaser's invoice;
- (b) are in local currency (Australian dollars or New Zealand dollars, as appropriate);
- (c) include import duty at current ruling rates and any variation at the time of entry into Australia or New Zealand (as the case may be) shall be to Purchaser's account;
- (d) are based on current international monetary exchange rates and any variation in exchange rates at the time of entry into Australia or New Zealand (as the case may be) shall be to Purchaser's account; and
- (e) include freight from overseas suppliers unless otherwise stated.

3. ORDERS: The Order Confirmation sets out the price payable for each Order. Orders accepted by Company may only be cancelled in whole or in part with prior notice to Company and payment of cancellation fee to Company as specified in these Sales Terms. Company may decline, by written notice to Purchaser, any Order in whole or in part, at any time prior to providing Order Confirmation to Purchaser. The Purchaser agrees and acknowledges that if Company declines Order in accordance with this clause, Company is under no obligation and does not have any further liability in respect of Order.

If you are a small business, you must acknowledge the Order Confirmation by returning a signed copy of the Order Confirmation ("Acknowledgement") to us within three (3) business days. By acknowledging the Order Confirmation, you agree to make full payment for the Order in accordance with clause 6. If you do not return a signed acknowledgement of the Order Confirmation, then the Order is not accepted by the Company and the Company is under no obligation and does not have any further liability in respect of the Order.

4. DELIVERY and PERFORMANCE: Unless otherwise expressly agreed by Company in writing, all Goods and UPS Equipment will be delivered ex-warehouse. On delivery of Order for Goods and/or UPS Equipment to Purchaser, Purchaser must ensure that such Goods and/or UPS Equipment are in accordance with Order. Company reserves the right to deliver Order by installments and each installment shall be deemed to be sold under a separate Order. Failure of Company to deliver any installment shall not entitle Purchaser to cancel the balance of the Order.

Any time quoted for delivery or performance is indicative only and while Company will use its reasonable efforts to meet the delivery or performance dates, Company shall not be liable for any loss or damage suffered by Purchaser if Company is unable to meet those dates. Any reasonable delay in delivery or performance of Order shall not relieve Purchaser from its obligation to accept or pay for Goods, UPS Equipment and/or Services (as applicable).

If delivery or performance is delayed or prevented due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of Purchaser, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Company's reasonable control ("Force Majeure Event"), then, as Company determines appropriate in the circumstances:

- (a) the date of delivery or time for completion of performance will be extended by the parties for a period of time reasonably necessary to overcome the effect of such delay; or
- (b) Order may be cancelled if Company determines that, by reason of the Force Majeure Event, it will be unable to deliver or perform the Order in a reasonable time or at all.

In the event Order is cancelled due to Force Majeure Event, Purchaser shall have no claim against Company for any damage, loss (including loss of profit), cost or expense of any kind whatsoever. In the event delivery or performance of the Order is delayed, Purchaser shall not be relieved of any obligation to accept or pay for Goods, UPS Equipment and/or Services (as applicable).

5. HELD ORDERS: For any Order in respect of which Company has provided Order Confirmation (and has received an Acknowledgement (as applicable)) which is held, delayed or rescheduled at the request of

Purchaser, Company may:

- (a) require payment, in addition to contract price for any additional expenses, for costs resulting from such a delay;
- (b) store Goods at the sole cost and risk of loss of Purchaser; and/or
- (c) charge to Purchaser those prices under the applicable price policy. Payment for such price, expenses and costs, in any such event, shall be due by Purchaser within thirty (30) days from date of Company's invoice therefor.

Any Order so held, delayed or rescheduled beyond six (6) months will be treated by Company as cancellation of the Order by Purchaser.

6. PAYMENT

- (a) Purchaser shall make full payment for Goods, UPS Equipment and/or Services (as applicable) within thirty (30) days from the date of invoice, including all GST amounts. Unless otherwise indicated by Company, invoices will be provided to Purchaser at the date or dates of delivery. Payment to Company shall not be contingent on third party payment to Purchaser.
- (b) Notwithstanding clause 6(a), if in Company's opinion, Purchaser's financial status is or becomes unsatisfactory to Company, Company reserves the right to require payment of the price for Goods, UPS Equipment and/or Services (as applicable) in full cash advance or require security for the price in respect of all future deliveries or services. Unless agreed otherwise by Company, the supply by Company of Goods, UPS Equipment and/or Services by installments does not entitle Purchaser to pay for those Goods, UPS Equipment and/or Services by installments. In the event Purchaser is in default in respect of any installments, Company may elect to treat the default as a breach relating to each other installment and these Sale Terms.

7. PROPERTY and RISK

- (a) Property and title in the Goods or UPS Equipment (as applicable) shall not pass from Company to Purchaser until Purchaser has paid all monies outstanding in respect of such Goods or UPS Equipment in full including any Services which relate to or concern the Goods or UPS Equipment. Until such time, Purchaser will hold Goods or UPS Equipment (as applicable) as a bailee in a fiduciary capacity.
- (b) The risk of loss or damage to the Goods or UPS Equipment (as applicable) shall pass to Purchaser on delivery.
- (c) Purchaser agrees to store the Goods or UPS Equipment, keep the Goods and UPS Equipment separate from its own goods and those of any other third party and mark the Goods and UPS Equipment so as to render them identifiable as being or being made from or with property of Company. Purchaser must keep the Goods and UPS Equipment in good and merchantable condition and fully insure them against loss or damage however caused.
- (d) Should the Goods or UPS Equipment (or any part of them) be converted into or incorporated in a new product or products ("New Products") the New Products shall be the property of Company to the extent composed of Goods or UPS Equipment. Purchaser's right to convert or incorporate the Goods or UPS Equipment in New Products shall automatically cease if a receiver or receiver and manager is appointed over any of Purchaser's assets or if a winding up order is made against or a resolution is passed for the winding up of Purchaser or for the appointment of a provisional liquidator or voluntary administrator or Purchaser is made bankrupt or becomes subject to some other form of insolvency or bankruptcy administration or if Company at any time revokes such rights by notice to Purchaser.
- (e) Purchaser shall have no right to sell or otherwise dispose of Goods or UPS Equipment or New Products until full payment in respect of Goods or UPS Equipment has been made to Company unless:
 - (i) Goods or UPS Equipment or New Products are sold by Purchaser in the ordinary course of Purchaser's business; and
 - (ii) that part of the proceeds of sales of Goods or UPS Equipment or New Products as represents the price of Goods or UPS Equipment shall be paid forthwith to Company and until such part of the proceeds are so paid, the proceeds shall be held by Purchaser in trust for Company.
- (f) Purchaser's foregoing right to sell Goods or UPS Equipment or New Products shall automatically cease if a receiver or receiver and manager is appointed over any of Purchaser's assets or if a winding up order is made against or a resolution is passed for the winding up of Purchaser or for the appointment of a provisional liquidator or voluntary administrator or Purchaser is made bankrupt or becomes subject to some other form of insolvency or bankruptcy administration or if Company at any time revokes the power of sale by notice to Purchaser.
- (g) If Purchaser has not made full payment for Goods, UPS Equipment

and/or Services on these Sale Terms or if Company considers (acting reasonably) that Purchaser is unable to pay the invoice for Goods, UPS Equipment and/or Services, Purchaser must return Goods and/or UPS Equipment immediately on demand. If Purchaser does not return Goods and/or UPS Equipment on demand under this clause 7(g), Company is entitled to possession of Goods or UPS Equipment, and in respect of New Products, is entitled either to the return of Goods or UPS Equipment, if such separation and return is reasonably possible, or is entitled to that part of the value of New Products attributable to the Goods or UPS Equipment. Purchaser shall place the Goods and UPS Equipment at Company's disposal.

(h) Purchaser irrevocably authorises representatives of Company to enter upon any site where Goods or UPS Equipment are located to take possession of Goods or UPS Equipment (as the case may be) without prior notice and Purchaser indemnifies Company for all fees (including legal fees on a full indemnity basis), costs and expenses incurred or suffered as a result of any and all prosecution, actions, demands, claims or proceedings brought by or against Company in connection with the retaking possession of Goods or UPS Equipment or the exercise by Company of its rights under this clause, and Purchaser shall repay all such fees, costs, losses, damages, expenses or any other sums of money on demand.

8. SECURITY INTEREST: Purchaser acknowledges that Company has a security interest in Goods, UPS Equipment or New Products and that prior to title in Goods or UPS Equipment passing to the Purchaser, Purchaser must not grant any other security interests in Goods or UPS Equipment supplied except as permitted by Company in writing. Purchaser further acknowledges that:

(a) in New Zealand, Company may register a financing statement on the New Zealand Personal Property Securities Register in respect of such security interest. Purchaser waives its right under section 145 of the New Zealand Personal Property Securities Act 1999 ("NZPPSA") to receive notice of any verification statement relating to the registration of any such financing statement or any related financing change statement. To the extent that Part 9 of the NZPPSA would otherwise apply to an enforcement by Company of its security interest in Goods, Purchaser and Company agree that nothing in section 114(a), 133, or 134 of the NZPPSA shall apply, and Purchaser waives its rights under sections 117(1)(c), 121, 125, 129, 131, and 132 of the NZPPSA.

(b) in Australia, Company may register on the Australian Personal Property Securities Register ("AUPPSR") in respect of any and all such Security Interests. To the extent permitted by law but without limiting Company's other rights, in respect of each Security Interest created under Sale Terms, Purchaser and Company agree that sections 125(1), 130, 132(3)(d), 132(4), 135 and 143 of the Australian Personal Property Securities Act 2009 ("AUPPSA"), do not apply to the Security Interest and are expressly contracted out of by Purchaser and Company. Purchaser waives its right to receive a copy of any verification statement relating to the registration of any financing statement or any related financing change statement in respect of the Security Interests created by these Sale Terms, under section 157 of the AUPPSA. Purchaser will promptly, on request from Company, execute all documents and do all things reasonably required to enable Company to register a financing statement on the AUPPSR to ensure that at all times Company has a perfected Security Interest in relation to all Security Interests granted by Purchaser under these Sale Terms and, if applicable a Purchase Money Security Interest in respect of Goods, UPS Equipment or New Product. For the purposes of this clause 8(b), the terms "Security Interest", "financing statement", "Purchase Money Security Interest", and "verification statement" have the meaning given in the AUPPSA.

9. RETURN FOR CREDIT: In the event Purchaser wishes to return Goods for credit, other than for reason of breach of warranty, then, to the full extent permitted by applicable law:

- (a) Company will not accept return of Goods for credit unless such return is authorized in the form of a RETURNED GOODS ADVICE ("RGA") number issued by Company. A restocking fee of 20% will apply unless otherwise agreed in writing.
- (b) Goods will not be accepted for return unless they are in original condition and packaging.
- (c) Goods will not be accepted for return if they were purchased from Company more than twelve (12) months previously or if they are not in Company's current catalogue.
- (d) Proof of purchase must accompany any claim for credit.
- (e) Goods return claims of less than \$100 (excluding GST) will not be accepted.
- (f) Goods specially purchased or manufactured for Purchaser, and indent items, will not be accepted for return.
- (g) Purchaser will be responsible for any and all freight costs, charges and expenses incurred in the return of goods for credit, including

any risk of loss during transportation until received by Company.

(h) In the event that the Goods returned are not acceptable for credit it is the responsibility of Purchaser to arrange for the return or disposal of rejected Goods. Company will dispose of Goods not collected within 30 days of a rejection letter.

(i) Any claim by Purchaser for short or wrongful delivery **MUST BE NOTIFIED TO COMPANY IN WRITING WITHIN 14 DAYS** after delivery of the Goods to Purchaser and any claim which Purchaser does not notify with the time aforesaid (time being of the essence) shall be deemed to have been absolutely and unconditionally waived.

10. WARRANTY FOR GOODS: To the extent permitted by applicable law, Company warrants only that the Goods manufactured and supplied by it will conform to Company standard commercial specifications (subject to Company's right to incorporate such minor modifications as appropriate or necessary to comply with any relevant laws) and be free from failure due to defects in workmanship and material for one (1) year from the date of installation of the Goods or eighteen (18) months from the date of delivery, whichever occurs first.

In the event any Good fails to comply with the foregoing warranty, or any terms are implied into these Sale Terms by applicable law in respect of any Good, which Company cannot exclude but may limit, Company will, at its option, either:

- (a) repair or replace the defective Good, or defective part or component thereof, F.O.B. Company's facility freight prepaid; or
- (b) credit Purchaser for the purchase price of the Good.

All warranty claims for any non-conforming Goods must be made by Purchaser in writing to Company at the address set out at the end of these Sale Terms. Purchaser will bear the expense of making the warranty claim. All non-conforming Goods must then be returned to Company at Purchaser's expense for evaluation unless specifically stated otherwise in writing by Company. This warranty excludes reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses which may be incurred in connection with repair or replacement.

The foregoing warranty does not apply in relation to:

- (a) any Good supplied but not manufactured by Company (any such Good is warranted solely by the manufacturer and Company relies on the manufacturer's warranty);
- (b) any Good non-conforming by reason of Purchaser's (or Purchaser's customer's) act or omission in relation to the Goods not in conformance with Company's recommendations and industry standard practice (ie for storage and maintenance) or due to Purchaser's (or Purchaser's customer's) accident, misuse, abuse or negligence;
- (c) any Good non-conforming by reason of ordinary and expected deterioration or wear and tear; and
- (d) any Good or equipment neither manufactured nor supplied by Company, in respect of which Company makes no warranty and accepts no responsibility regarding such good or equipment's suitability or freedom from defect.

11. WARRANTY FOR UPS EQUIPMENT: Company warrants UPS Equipment purchased hereunder in accordance with the terms of the limited warranty applicable thereto and provided separately to Purchaser. For the avoidance of doubt, Company makes no warranty in relation to any UPS Equipment, including Power Module and/or Battery, that has been subject to damage caused by accident, fire, flood, lightning, vandalism, acts of God, Purchaser's neglect, misuse, misapplication, incorrect connection or external damage, or that has been subject to repair or alteration by Purchaser (or a third party) not authorized by Company in writing.

12. WARRANTY FOR SERVICES: To the extent permitted by applicable law, Company warrants in respect of the Services only that the:

- (a) UPS maintenance services will be performed by it in a professional and workmanlike manner and will be free from defect for the period the Sales Terms are in force, or for a period or ninety (90) days from the completion of the UPS maintenance services, whichever is the longer; and
- (b) all other Services will be performed by it in accordance with generally accepted professional standards for a period of one (1) year from the date of completion of the Services.

In the event that the Services (including the UPS maintenance services) breach the foregoing warranties, or if any terms are implied into these Sale Terms by applicable law in respect of any Services which Company cannot exclude but may limit, Company will, as it considers necessary, re-perform and correct those Services; and/or repair and replace defective materials or workmanship.

To claim in respect of non-conforming Services under this clause 12, Purchaser must notify Company by writing to Company at the address set out at the end of these Sale Terms within thirty (30) days of becoming aware of the non-compliance and Purchaser further undertakes to mitigate any further damage or loss. Purchaser will bear

the expense of making the warranty claim. Purchaser will, at its cost, provide Company with unobstructed access to the non-conforming Services, as well as adequate free working space in the immediate vicinity of the non-conforming services and such facilities and systems, including, without limitation, docks, cranes and utility disconnects and connects, as may be necessary in order that Company may re-perform and/or correct the non-conforming Services. The conduct of any tests must be mutually agreed by the parties and Company must be notified of, and may be present at, all tests conducted.

This foregoing warranty does not apply in respect of any Services non-conforming due to Purchaser's (or Purchaser's customer's) act or omission not in conformance with Company's recommendations and industry standard practice or due to Purchaser's (or Purchaser's customer's) accident, misuse, abuse or negligence. To the extent permitted by applicable law, Company's obligation under this foregoing warranty is conditioned upon receipt of all payments due from Purchaser, including interest charges (if any).

13. LIMITATION ON WARRANTIES FOR GOODS AND SERVICES:

Certain legislation, including the Australian Consumer Law, may imply warranties or conditions or impose guarantees or obligations on Company which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent.

The foregoing warranties must be read subject to these statutory provisions. If these statutory provisions apply, to the extent to which Company is entitled to do so, Company limits its liability in respect of any claim under those provisions to:

- (a) in the case of goods, at Company's option:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; and
- (b) in the case of services, at Company's option:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

To the full extent permitted by applicable law and subject to the above, the foregoing warranties are Purchaser's sole remedy and, except for warranty of title, there are no other express or implied warranties including any implied warranty of merchantable quality or fitness for purpose to the extent permitted by applicable law, Company's obligations under the foregoing warranties, as set out in these Sale Terms, are Company's sole liability for breach of warranty whether Purchaser's claims are based in contract, in tort (including negligence or strict liability), or otherwise.

14. STATUTORY RIGHTS: The following text has been included in accordance with section 102 of the Australian Consumer Law: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. To the extent our goods are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then we may limit our liability as we have done in clause 13 of these Sale Terms to the repair or replacement of goods or the payment of the cost of repairing or replacing goods, or supplying services again or payment for the cost of supplying services again, in accordance with section 64A of the Australian Consumer Law.

15. LIMITATION OF LIABILITY: Purchaser agrees that to the full extent permitted by applicable law, the total cumulative and aggregate liability of Company arising from or related to any Order on any grounds whatsoever whether in contract, tort (including negligence) or under statute, common law or otherwise shall not exceed an amount equal to the value of the Goods, UPS Equipment or Services on which such liability is based. To the full extent permitted by law, Company will not be liable to Purchaser in respect of any claim for any loss of profit, goodwill or business, for any interruption to business or for any consequential, indirect, special, punitive or incidental loss, whether in contract or in tort.

16. INDEMNITY: Purchaser agrees to indemnify and keep indemnified and hold Company harmless from and against all liabilities, losses, damages, costs or expenses incurred or suffered by Company, and from and against all actions, proceedings, claims or demands made against Company, arising as a result of any of the following:

- (a) Purchaser's failure to:
 - (i) ensure that any safety markings on Goods or UPS Equipment are adequately displayed;
 - (ii) comply with any legislation as to the labeling or marking of Goods or UPS Equipment;
 - (iii) take any other reasonable precautions either to bring to the attention of any potential users of Goods or UPS Equipment any dangers associated with Goods or UPS Equipment, or to detect any matters in relation to which Company may become liable, including, without limitation, liability under Australian Consumer

Law; or

- (iv) otherwise comply with any laws, rules, standards or regulations applicable in relation to Goods or the use of Goods or UPS Equipment;
- (b) any other negligence or other breach of duty by Purchaser; or
- (c) any compliance or adherence by Company with any instructions of Purchaser in relation to the Goods or UPS Equipment or their manner of fabrication.
- (a) **CANCELLATION/TERMINATION/CHANGE FOR GOODS AND UPS EQUIPMENT:** Purchaser may not cancel an Order without prior written notice to Company and upon payment of cancellation charges which shall take into account, among other things, expenses already incurred and commitments made by Company in reliance on the Order. Unless Company specifies otherwise by written notice to the Purchaser, cancellation charges are as follows: **for standard items:**
 - (i) cancellation between 61-90 days prior to shipment, 25% of the total invoice
 - (ii) cancellation between 31-60 days prior to shipment, 50% of the total invoice
 - (iii) cancellation between 0-30 days prior to shipment, or after order has shipped, 100% of the total invoice
- (b) 100% of total invoice on all custom aspects of Order
- (c) 100% of the total invoice on all drop ship items (eg batteries, racks, MBPs, PDUs, etc.).

Changes made to Order may be subject to increase or decrease in Order amount, and changes in scheduled delivery date.

17. DEFAULT IN PAYMENT

- (a) In the event that Purchaser fails to make any payment when due, then, without prejudice to Company's other remedies and rights:
 - (i) interest shall accrue on the amount of the overdue payment at a rate equivalent to the Commonwealth Bank Corporate Loan & Overdraft Reference Rates per annum calculated from the date payment was due, and all payments which are not yet due shall immediately become due and payable by Purchaser; and
 - (ii) any collection expenses incurred by Company in attempting to recover or in recovery of such overdue amount shall become payable by Purchaser.
- (b) If any of the following events (or any analogous event) apply to a Purchaser, Company shall have the right to withhold further deliveries to that Purchaser and to cancel all outstanding Orders placed by that Purchaser and retain any payments already made, in addition to any other right or remedy available to Company for the recovery of any moneys due or for any antecedent breach by that Purchaser:
 - (i) Purchaser is in default of payment due for more than 7 days;
 - (ii) Purchaser is or becomes an externally administered body corporate (within the meaning of the Corporations Act or the Companies Act (as the case may be));
 - (iii) a controller (within the meaning of the Corporations Act or the Companies Act (as the case may be)) enters into possession or takes control of all or any of Purchaser's assets or undertaking;
 - (iv) a receiver or liquidator is appointed in respect of Purchaser or its assets; or
 - (v) Purchaser is or becomes insolvent (within the meaning of the Corporations Act or the Companies Act (as the case may be)) or ceases or threatens to cease to carry on its business.

In this clause 18, a reference to Corporations Act means the Australian Corporations Act 2001 and a reference to the Companies Act means the New Zealand Companies Act 1993.

18. NO RESALE OUTSIDE AUSTRALIA OR NEW ZEALAND: Where Purchaser orders Goods which are semiconductor products, Purchaser is not permitted to resell any such Goods outside of Australia or New Zealand on the basis that this may contravene the laws of the United States of America.

19. PURCHASER'S ACKNOWLEDGMENT: Purchaser acknowledges that:

- (a) the descriptions, illustrations and other material contained in any catalogue, price list, brochure, leaflet or other material provided by or on behalf of Company have been provided by way of identification only and shall not form any part of these Sale Terms; and
- (b) Purchaser acknowledges that neither Company nor any person purporting to act on its behalf has made any representation or given any promise or undertaking which is not expressly set out in writing in these Sales Terms; and
- (c) the Goods or UPS Equipment or Services are not of a kind ordinarily acquired for personal, domestic or household use or consumption.

20. INTELLECTUAL PROPERTY RIGHTS: Purchaser warrants that any design or instruction furnished to Company shall not cause Company to infringe any intellectual property rights (patents, registered designs, trademarks, copyright, confidential information and the like of any party in the execution of Order and Purchaser agrees to indemnify Company against any infringement or unauthorized use of intellectual

property rights in this regard arising out of Company executing the Order. Purchaser specifically agrees that the sale and purchase of Goods or UPS Equipment does not confer on Purchaser any license or rights under any intellectual property rights which are the property of Company.

21. PRIVACY: Company collects and manages personal information in accordance with the Australian Privacy Act 1988 ("Privacy Act") for the purposes of supplying Order to Purchaser. If Company does not collect such information, Company may not be able to provide Purchaser with Order requested. Company may disclose personal information to its related bodies corporate (including to related bodies corporate located overseas such as in the United States of America), contractors or suppliers and to parties whom Company is required to disclose the information by law. Where Purchaser provides personal information (as defined in the Privacy Act) about its directors or employees or personnel to Company in the course of its dealings with Company, Purchaser undertakes to notify the relevant director, employee or personnel that:

- (a) their personal information has been provided to Company and the purpose of that disclosure is to enable Company to supply Order to Purchaser;
- (b) they may request access to their personal information held by Company by writing to Company at the address set out at the end of these Sale Terms; and
- (c) Company may disclose their personal information to its related bodies corporate (including those which are located outside of Australia), contractors or suppliers.

22. SUBCONTRACTING: Company reserves the right to subcontract the production, manufacture or supply of the whole or any part of the goods or of any materials or services to be supplied.

23. WAIVER: Failure by Company to insist upon strict performance of any term, warranty or condition of these Sales Terms shall not be deemed as a waiver thereof or of any rights Company may have and no express waiver shall be deemed a waiver in respect of any subsequent breach of any term warranty and condition.

24. NOTICES: All notices shall be deemed to be given on the date of the addressee's receipt thereof. All notices or communications to Company or to Purchaser shall be directed in writing and sent by mail, facsimile or email to the address indicated in Order or Order Confirmation, as appropriate.

25. SEVERANCE: If any provision of these Sale Terms is construed as illegal or invalid or void, the legality or validity or enforceability of any other provision of these Sale Terms will not be affected; and the illegal, invalid or void provision will be deemed to be deleted from these Sale Terms, but all other provisions of these Sale Terms will continue in force unless the deletion of the provision would alter the commercial efficacy of these Sale Terms.

26. GOVERNING LAW: In respect of any Goods, UPS Equipment and/or Services supplied or performed in Australia, these Sale Terms shall be governed by and construed in accordance with the laws of New South Wales and the Purchaser agrees to submit to the non-exclusive jurisdiction of the courts of New South Wales. For any Goods, UPS Equipment and/or Services supplied or performed in New Zealand, these Sale Terms shall be governed by and construed in accordance with the laws of New Zealand and the Purchaser agrees to submit to the non-exclusive jurisdiction of the courts of New Zealand.

27. CONTACTS

Name: Eaton Industries Pty Ltd
Business (mailing) address:
2 to 10 Kent Road, Mascot, NSW 2020
Tel: 1300 303 059
Email address: aus-warranty-electric@eaton.com

Name: Eaton Industries Company
Business (mailing) address:
1 Barry Hogan Place, Christchurch, NZ 8041
Tel: 0508 328 6669
Email address: NZOrders@eaton.com