

The Purchasing Conditions "Conditions" apply to all goods or services sold to Prysmian by the Seller unless otherwise agreed in writing and form the sole agreement between Prysmian and the Seller, superseding (to the extent permitted by law) any terms and conditions contained in previous offers or orders and any statements, representations or conduct made or done prior to entering into these Conditions. In these Conditions, unless the context otherwise requires: "Prysmian" means Prysmian Power Cables and Systems Australia Pty Limited (ABN 36 096 594 080) or Prysmian Telecom Cables and Systems Australia Pty Limited (ABN 14 001 313 551) (as applicable), being the entity whose name appears printed on the Order.

"Seller" means the person or company named in the Order and in the case of an individual, his executors, administrators and permitted assigns and in the case of a company its successors and permitted assigns. "Order" means the form of written order submitted by Prysmian to the Seller, which incorporates these Conditions. "Contract" means the contract formed by the Seller's acceptance of the order placed by Prysmian for the supply of Products and/or Services, which contract shall be deemed to include these conditions. "GST" means goods and services tax under the GST Law. "GST Law" has the same meaning as in A New Tax System (Product and Services Tax) Act 1999. "Tax Invoice" has the meaning given in the GST Law.

1. ACCEPTANCE OF THE CONDITIONS

(a) All Orders will be subject these Conditions. Any modification of these Conditions will only be considered valid upon the written agreement of both parties.

2. ORDERS

(a) Prysmian shall not be liable in respect of any order other than one issued or confirmed on its printed official Purchase order duly signed by an authorised member of Prysmian's Purchasing Department.

(b) Orders are binding once accepted by the Seller.

(c) Acceptance of an Order by the Seller must be in writing, if requested by Prysmian. Orders will be deemed accepted by the Seller unless the Seller has raised an objection within three days after receipt of the Order.

(d) Prysmian will not accept any sales conditions contradictory to these Conditions once an Order has been accepted.

3. DELIVERY

(a) Goods must be delivered and services completed on the date indicated by Prysmian in an Order. If a delivery does not correspond to an Order, Prysmian may return that delivery totally or partially. Unless otherwise set out in an Order, deliveries must be made to Prysmian's warehouse from 06:00 to 14:20 hours only, on regular business days.

4. DELIVERY DELAYS

(a) The Seller must inform Prysmian immediately of any anticipated or actual delays in the delivery of an Order. Upon receipt of such notice, Prysmian may

- (i) accept the continuation of the delivery and recover a rebate of 1% of the price of the goods for each week the delivery is delayed up to a maximum of 10 weeks;
- (ii) cancel the Order and; or
- (iii) exercise its rights pursuant to (i) and at any time prior to delivery choose to forego the rebate, cancel the Order and claim for damages caused by the delay. The rights set out in this clause are without prejudice to any other rights, which Prysmian may have at law.

5. DELIVERY COSTS

(a) All costs incurred in delivering the goods will be payable by the Seller, unless otherwise agreed in writing by the parties. The Seller must bear the costs of any loss or damage to the goods prior to delivery to Prysmian in accordance with these Conditions.

6. PACKAGING

(a) The Seller will make sure that any packaging meets all the requirements contained in an Order or otherwise notified by Prysmian. Without limiting the foregoing, the Seller must ensure that the packaging is sufficient to avoid any type of deterioration or damage to the goods. Packaging will remain the property of Prysmian, unless otherwise agreed.

(b) If instructed by Prysmian, the Seller must incorporate any logos, brands; trade marks and signs on goods or packaging acquired by Prysmian.

(c) Prysmian grants the Seller a non-exclusive licence to incorporate such logos, brands, trademarks and signs solely for the purpose of incorporating them on the goods and packaging in accordance with Prysmian's instructions. The Seller indemnifies Prysmian against any loss, damage, expense, claim or liability incurred as a result of a breach by the Seller of the terms of the licence granted in this clause

7. SHIPPING

Each delivery, total or partial, will include a shipping document (packing list), listing the following:

- Order number;
- Document reference number;
- Seller data;
- Destination address;
- Description of goods delivered;
- Quantities delivered;
- Number of items and packages with their net/gross weight and dimensions, when applicable.

8. INVOICES

No invoice will be paid by Prysmian unless it is in accordance with these Conditions. Invoices must be sent Prysmian at the address as set out on the Order. The invoices will be sent in duplicate, and will include:

- Order number;
 - Document reference number;
 - Cost code number;
 - Unit cost and Total amount payable;
 - Invoice date;
 - Seller's name;
 - Packing list reference.
- Each Order and each dispatch will be invoiced separately, unless mutually agreed otherwise.

9. TAXES

(a) Tax exemptions will be claimed by Prysmian whenever applicable.

(b) The parties acknowledge and agree that, unless otherwise stated, any prices set out in Orders are exclusive of GST.

(c) The Seller must give Prysmian a Tax Invoice in a form which complies with the GST Law within 10 business days after the end of the month in which payment is to be made to the Seller by Prysmian or an invoice or statement is issued in relation to the goods or services supplied to Prysmian, whichever occurs first.

(d) Unless otherwise stated in these Conditions, the following principles apply when determining the amount of a payment under these Conditions:

- (i) if a party is entitled under this agreement to be reimbursed or indemnified by the other party for an expense, claim, loss, liability or cost incurred in connection with this agreement, the reimbursement or indemnity payment must not include any GST component of the expense, claim, loss, liability or cost for which an Input Tax Credit may be claimed; and
- (ii) if a party sets off an amount under this agreement, the same principles apply to calculate the amount to be set-off, as if the amount has been paid in accordance with clause (i).

10. PAYMENT

- (a) Payment will be by cheque or Electronic Funds Transfer in accordance with Prysmian's standard payment terms. Payment will only be made for goods accepted by Prysmian. Prysmian is not obliged to accept or pay for any goods, which have not been delivered in accordance with these Conditions.

11. WARRANTY

- (a) The Seller warrants that goods which are the subject of an Order:
- (i) will be delivered in accordance with the Order and/or any material specifications notified to the Seller by Prysmian
 - (ii) will be fit for the purpose for which Prysmian acquires them
 - (iii) will be free from defects and faults;
 - (iv) will be free from all encumbrances. The Seller indemnifies Prysmian against any loss, damage, expense, claim or liability incurred as a result of a breach of the warranties set out in this clause 11.

12. WORK ON SITE

- (a) The Seller must ensure that any employee of the Seller who enters Prysmian's premises is properly insured and equipped to carry out his work. The Seller must ensure that any employees of the Seller comply with any applicable Prysmian working and security regulations while on Prysmian's premises.

13. INTELLECTUAL PROPERTY/PATENT INFRINGEMENT

- (a) The Seller shall indemnify and keep indemnified Prysmian in respect of any loss, damage, expense, claim or liability suffered or incurred by Prysmian as a result of any claim by a third party alleging infringement of any intellectual property and patent rights in relation to any goods purchased pursuant to the Order.

14. TITLE AND RISK

- (a) Title to and risk of loss or damage in goods shall pass to Prysmian upon delivery to Prysmian but without prejudice to any right of rejection or other rights, which may apply to Prysmian under these Conditions.

15. PRYSMIAN'S RIGHTS:

In Specifications, Plans, Process Information, Etc.

- (a) It is the responsibility of the Seller to request any Prysmian document that may be necessary to enable the Seller to supply the goods or services. Failure to do so shall not in any way relieve the Seller from liability under the contract.
- (b) Any specifications, plans, drawings, process information, patterns or designs supplied by Prysmian to the Seller in connection with the Order shall remain the property of Prysmian and any information derived there from or otherwise communicated to the Seller in connection with the Order shall be kept confidential and shall not, without the written consent of Prysmian, be published or disclosed to any third party or made use of by the Seller except for the purpose of implementing the Order. Any specifications, plans, drawings, process information, patterns or designs supplied by Prysmian to the Seller (including all copies) must be returned to Prysmian on request by Prysmian. Any invention or improvement made by the Seller and attributable in whole or in part to such specifications, plans, drawings, process information, patterns or designs shall be the property of Prysmian.

16. TERMINATION

- (a) If the Seller fails to carry out these Conditions or repudiates an Order or any other contract with Prysmian or if the Seller becomes insolvent, commits an act of bankruptcy, stops payments of debts or calls a meeting of or enters into composition with or for the benefit of the Seller's creditors or has a receiver, receiver/manager, manager, administrator, controller or provisional liquidator appointed to its undertaking or assets or any part thereof or a winding up petition is presented against the Seller or the Seller goes into liquidation (except for the purpose of reconstruction or amalgamation), Prysmian may at its discretion and regardless of any default or failure and without

prejudice to its other rights under the Order or otherwise, cancel or suspend the Order or any unfulfilled part of the Order. In the event of such cancellation or suspension Prysmian shall not be liable for any losses, damages, costs or expenses howsoever arising from such cancellation or suspension. The only liability of Prysmian to the Seller in the circumstances set out in this clause shall be for payment of Goods actually delivered to Prysmian.

17. DISPUTES

- (a) Any disputes arising out of or relating to these Conditions or a Order, or the breach, termination or invalidity of these Conditions or an Order, must first be discussed by the parties and failing agreement or settlement, shall, if directed by Prysmian, be subject to mediation, administered by the Australian Commercial Disputes Centre (ACDC) conducted and held in accordance with the Rules of ACDC in force at the date of the Order. In the event the dispute has not been resolved within twenty eight (28) days (or such other period as is agreed to in writing by the parties) after the appointment of the mediator by the parties, the dispute may be submitted by Prysmian to arbitration, administered by ACDC, conducted and held in accordance with and subject to the laws of the State of New South Wales. Any mediation or arbitration meetings and proceedings shall be held in Sydney (unless otherwise agreed).

18. ASSIGNMENT

- (a) The Seller acknowledges that Prysmian has the right to assign or otherwise transfer the benefit of or any or all rights, obligations and remedies under an Order or these Conditions to a third party. The Seller may not assign these Conditions or an Order or otherwise transfer the benefit of these Conditions or an Order or a right or remedy under them, without first getting the written consent of Prysmian.

19. WAIVER

- (a) No waiver by Prysmian of rights under these Conditions or an Order shall constitute a subsequent waiver of any subsequent rights under these Conditions or an Order. A waiver is only effective if in writing.

20. NATURE OF RELATIONSHIP

- (a) Neither party has the right or authority to, and must not, assume or create any obligation of any nature whatsoever on behalf of the other party.

21. GOVERNING LAW

- (a) These Conditions and all Orders are governed by the laws of New South Wales and the parties shall submit to the non exclusive jurisdiction of the Courts of New South Wales to determine any disputes arising out of the terms of these Conditions, Orders or their operation. The clause headings shall not affect the construction hereof. If any of the provisions of these Conditions are unlawful or invalid under any applicable statute or rule of law they are to that extent to be deemed omitted.