

Eaton Terms for the Purchase of Goods and Services

Eaton's General Terms and Conditions for Purchase of Goods and Services ("Terms")

Eaton's Disclosures: Please read these Terms carefully before accepting them. Eaton draws attention to:

- Eaton's privacy policy (on Eaton's website) which sets out how Eaton will handle personal information; and
- clause 11 (Liability) which sets out indemnities provided by Supplier to Eaton under these Terms.

1. Sole Terms; Acceptance.

Each order for the purchase of goods and/or services, including work product and deliverables, ("Supplies") issued by Eaton ("Order") is expressly limited to these Terms. Supplier accepts the Order; these Terms; and all documents incorporated herein by reference by (i) written acceptance or acknowledgement of these Terms, (ii) commencing performance, or

acceptance of payment. Any additional or different terms (including on the back of, or incorporated into, a purchase order) proposed by Supplier are expressly rejected by Eaton.

2. Buyer; Parties.

Buyer is the Eaton entity and Supplier is the supplier of the Supplies, as stated in the quote provided by the Supplier (or where there is no quote or it is not stated, as stated in the Order). The provision of all future goods and/or services will be between the same parties unless otherwise agreed between the parties. Supplier's sole recourse under the Order shall be against such entity, and no other Eaton entities. Buyer is referred to as Eaton, and Supplier and Eaton are collectively referred to as Parties and individually as Party.

3. Quantity; Forecast.

3.1 Quantities purchased by Eaton shall be as stated in the Order, with no minimum purchase obligations. Title to Supplies shall pass to Eaton at the earlier of (i) payment by Eaton or (ii) receipt of Supplies by Eaton per the delivery terms in the Order. In the event of advance or progress payments, Supplier shall reasonably identify or otherwise mark Supplies as Eaton's property.

3.2 Any estimates or forecasts of production volumes or program durations are subject to change from time to time, with or without notice to Supplier, and shall not be binding on Eaton. Unless otherwise stated in the Order, Eaton makes no guarantee or commitment of any kind to Supplier regarding Eaton's requirements for Supplies.

4. Pricing; Payment.

4.1 The price of Supplies includes all taxes, tariffs, storage, handling, packaging and all other expenses and charges of Supplier. Prices are not subject to increase.

4.2 Eaton shall pay invoices within one hundred and twenty (120) days, or other period agreed in writing, after Eaton's receipt of a correct invoice, and the Parties expressly agree to such payment terms. When the Parties are not permitted to agree to payment terms in excess of local legislation, a shorter payment period may be applicable.

5. Tax.

5.1 Supplier is liable for and shall pay all taxes, impositions, charges and exactions except for applicable sales, GST or similar taxes that are separately stated on Supplier's invoice.

5.2 Prices shall not include any taxes, impositions, charges or exactions for which Eaton has furnished a valid exemption certificate or other evidence of exemption.

5.3 If any tax included in the Order was not required to be paid by Eaton, Supplier shall notify Eaton and make a prompt refund to Eaton.

6. Delivery; Packing, Drayage and Containers; Expedited Delivery.

6.1 Time is of the essence in making deliveries under the Order. Supplier's quoted lead times are not subject to change without Eaton's written consent and approval.

6.2 Unless otherwise stated in the Order, all Supplies shall be delivered in accordance with Incoterms 2020 DDP to the place stated in the Order or if not stated, Eaton's place of business.

6.3 If Eaton pays for transportation, Supplier shall comply with Eaton's reasonable routing instructions, including choice of designated logistics carrier.

6.4 Supplier is responsible for the cost of boxing, crating, and packing. Supplier shall prepare, at its expense, labels as specified by Eaton. Supplier is liable for damage to Supplies caused by improper boxing, crating or packing.

6.5 Supplier shall pay all additional freight costs if Supplier needs to use an expedited shipping method to meet agreed delivery dates due to its own acts or omissions.

6.6 Except as otherwise set forth in Sections 27 and 29, Supplier shall have no right to terminate or not to deliver according to the Order for any reason. In the event that Supplier takes action or fails to act in a manner that disrupts or threatens to disrupt Eaton's ability to produce (including but not limited to line downs, interruption of production, or shipping delays) Supplier acknowledges and agrees that Eaton shall be entitled to pursue the remedies set forth in Section 31.

7. Customs, Exports and Related Matters.

In connection with all business transactions with Eaton:

7.1 Supplier shall comply with all applicable import and export laws and regulations ("Trade Laws").

7.2 Supplier shall have appropriate trade compliance and due diligence procedures in place to comply with all applicable Trade Laws.

7.3 Supplier is responsible for all costs associated with import and export compliance, including obtaining and paying for licenses or authorisations, certificates of origin and proper documentation for any import, export, or preferential duty claim. Supplier shall assist Eaton in minimizing the costs of international transactions by providing documentation to support claims. Any credits or refunds including tax, export or trade credits belong to Eaton.

8. Changes.

If Eaton requires modifications to any aspect of the Order, including drawings, designs or specifications, the Parties shall negotiate an equitable adjustment, if any, in the form of a change order or amendment. Supplier shall not make any changes without Eaton's prior written consent. No claim by Supplier for adjustment shall be allowed unless in writing and received by Eaton within thirty (30) days from the date notice is received by Supplier. Nothing in this clause shall excuse Supplier from performance of the Order as changed, including during the pendency of any claim.

9. Inspection; Audit.

Eaton or its representative may enter, inspect and/or audit on reasonable notice Supplier's plant, books and records to verify compliance with Eaton's requirements.

10. Warranties.

10.1 Supplier warrants and represents that (i) all Supplies shall: (ii)

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conform to the specifications, standards, drawings, samples, descriptions and revisions furnished by Eaton; (iii) be merchantable and free of defects in design, materials and workmanship; (iv) be fit for the purposes made known by Eaton and/or the Supplier, (v) be free of all liens, claims and encumbrances, (vi) be manufactured entirely with new materials and free from latent defects, (vii) be free from viruses, disabling code, and open source software unless reviewed and approved by Eaton, (viii) be genuine, new and unused, (ix) be free from any computer program or virus or other code that is harmful, destructive, disabling or which assists in or enables theft, alteration, denial of service, unauthorised access to or disclosure, destruction or corruption of information or data or similar programming effects, (x) be available at all times and, (xi) use technical and organisational measures to protect any data that Eaton submits to the Supplier protected from loss or damage and be solely responsible for backing up Eaton data; (xii) any work shall be performed in a professional manner and consistent with best industry standards.

10.2 The Supplier agrees to provide the Supplies: (i) in accordance with Eaton's specifications; (ii) with due care, skill and diligence; (iii) with due expedition and without delay, in accordance with any timeframes required by these Terms; and (iv) in a proper and professional manner, and in accordance with best industry practice.

10.3 The Supplier agrees to (and to the extent applicable, ensure that its supplier's agree to): (i) comply with these Terms, all applicable laws, and Eaton's reasonable requests; (ii) without limiting any of Eaton's other rights or remedies under these Terms or at law, promptly re-supply any part of the services that are not performed or supplied to Eaton in accordance with these Terms, or if such part of the services cannot be re-supplied, refund Eaton any amounts Eaton has paid for it; (iii) comply with all relevant work, health, safety and welfare standards and regulations; and (iv) obtain and hold all licences, consents and permits required by Eaton, or as is necessary, to supply the services.

11. Liability.

11.1 In these Terms, "Liability" means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.

11.2 To the maximum extent permitted by law, the Supplier indemnifies Eaton from and against any Liability that Eaton may suffer, incur or otherwise become liable for, arising from or in connection with: (i) any property loss or damage, or personal injury or death, caused by the Supplier; (ii) Non-Conforming Supplies as that term is defined in clause 31.2 (including the costs of any refunds or recalls); (iii) counterfeit parts, including parts that have been copied or substituted without legal right or authority; (iv) providing spare parts or remedies under, or otherwise complying with, any warranty given

by the Supplier to Eaton (or an end user); (v) any actual or alleged infringement of Intellectual Property rights defined in Section 24.1 or any infringement of the Supplies of the Intellectual Property rights of a third party; (vi) violation of law; and (vii) Supplier's breach of clauses 22 and/or 23.

11.3 On receipt of notification, Supplier shall assume responsibility for the defense of any claims, suits, actions, or proceedings for which Supplier shall indemnify Eaton. Eaton has the right to be represented and participate through its own counsel in the defense and resolution of any indemnification matters. The indemnification obligations of Supplier are independent of warranty obligations of Supplier. Supplier may not settle or otherwise dispose of any such indemnified claims, suits, actions or proceedings without the prior written approval of Eaton.

11.4 A Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its personnel), including any failure by that other Party to mitigate its loss.

12. Insurance.

12.1 Supplier shall maintain appropriate insurance coverage, in accordance with best industry practices, with a reputable insurance company against all relevant losses, liabilities and indemnities that may arise in connection with the Order and Supplier's operations, including (i) a public and products liability insurance policy, or equivalent, in the amount of not less than AUD\$20 million for any one claim; (ii) a workers compensation insurance policy in the amount of AUD\$20 million for any one claim; and (iii) for the supply of services, a professional indemnity insurance policy in the amount of AUD\$10 million for any one claim. Eaton may specify additional insurance coverage requirements applicable to the Order before an Order is agreed. Such coverage shall not limit Supplier's liability under the Order.

12.2 On Eaton's request, Supplier shall provide Eaton with a copy of the insurance certificate evidencing coverage.

13. Eaton Standards; Industry Standards.

Supplier, and its suppliers, if applicable, shall comply with:

13.1 Eaton's programs and standards available at <http://www.eaton.com/us/en-us/company/selling-to-eaton.html> and incorporated by reference.

13.2 Eaton's Global Supplier Excellence Manual available at <http://www.eaton.com/us/en-us/company/selling-to-eaton/supplier-excellence.html> and incorporated by reference.

13.3 Eaton's Supplier Code of Conduct available at <http://www.eaton.com/us/en-us/company/selling-to-eaton/supplier-code-of-conduct.html> and incorporated by reference.

13.4 Applicable standards and inspection systems including, AS 9001, ISO 9001:2000, or ISO/TS 16949:2002 quality certification and ISO 14001 environmental certification.

13.5 Industry Production Part Approval Processes (PPAP) as specified by Eaton. Supplier shall provide all relevant PPAP information on Eaton's request.

13.6 Eaton's Business Continuity and Risk Management Planning process as more specifically set forth in Eaton's Global Supplier Excellence Manual, incorporated herein by reference in Section 13.2.

14. Environmental, Health and Safety.

14.1 When at any Eaton location, Supplier shall comply with Eaton's environmental, health and safety ("EHS") requirements,

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including Eaton's EHS Policy and EHS Handbook (available at <http://www.eaton.com/content/dam/eaton/company/sustainability/files/EHS-handbook-english.pdf> and incorporated by reference and together "Eaton's EHS Requirements"). If Supplier fails to comply with Eaton's EHS Requirements, Eaton may stop services and remove Supplier from the location until Supplier has taken appropriate corrective action. Supplier shall be liable for all claims in respect of such stoppage.

- 14.2 Supplier shall minimise environmental pollution and make continuous improvements to reduce or eliminate solid waste, wastewater and air emissions by implementing appropriate conservation measures in their production, maintenance and facility processes.
- 14.3 Supplier shall manage, control, treat and/or dispose of non-hazardous solid waste, wastewater, and/or air emissions generated from operations as required by applicable laws, before discharge.
- 14.4 Supplier acknowledges Eaton's sustainability commitments and goals that include reducing greenhouse gas emissions and Eaton's expectations that Supplier will make efforts to reduce greenhouse gas emissions.

15. Interchangeability.

All Supplies must be interchangeable and consistent with like supplies purchased from Supplier previously by Eaton unless such Supplies were subject to validation testing or approval by Eaton. Supplier may not make any change to any Supplies designs, processes, or procedures that are in an Order without Eaton's prior written approval.

16. Eaton Property and Eaton Supplied Information.

- 16.1 Eaton owns all materials made available to Supplier by Eaton as well as all replacements of those materials ("Eaton Property"). Supplier shall clearly mark Eaton Property and safely store separate and apart from Supplier's property in good condition, bear the risk of loss and ship at Supplier's expense to Eaton in as good condition as originally received by Supplier, reasonable wear and tear excepted.
- 16.2 Supplier may not use any Eaton Property except for performance of work under the Order or as authorised in writing by Eaton.
- 16.3 With reasonable written notice, Eaton may inspect and remove Eaton Property and Supplier grants Eaton a right of access during business hours to enter Supplier's premises to inspect and remove Eaton Property without any liability to Supplier.
- 16.4 Eaton disclaims any and all warranties, express or implied, with respect to Eaton Property.
- 16.5 Eaton may make information, documents or data available to the Supplier in connection with an Order ("Eaton Supplied Information"), Eaton makes no representations, warranties, assurances or guarantees as to the completeness, accuracy and adequacy of all Eaton Supplied Information.
- 16.6 The Supplier agrees that, provided Eaton has made best efforts to provide corrections, clarifications and disclosure to the Supplier, the Supplier is not entitled to make any claim (including an adjustment to the price or for an extension to the delivery) in connection with the Eaton Supplied Information, except to the extent an

error or omission by Eaton causes harm to the Supplier's performance.

17. Special Tooling.

- 17.1 The term "Special Tooling" includes all special equipment, manufacturing aids, and drawings acquired, manufactured, or used in the performance of the Order, that are of a specialized nature.
- 17.2 Supplier shall only use Special Tooling for performance under the Order. Supplier shall keep Special Tooling in good condition and fully covered by insurance. Upon termination or expiration of Order, Supplier shall immediately transfer title and possession of Special Tooling to Eaton for an amount equal to the unamortized cost of Special Tooling, or dispose of it as Eaton may direct.

18. Choice of Law; Dispute Resolution.

- 18.1 The Order is governed by the laws of the country or State, as applicable, of the Eaton legal entity's incorporation. The United Nations Convention on Contracts for the International Sale of Goods and Article 1195 of the French Civil Code (Code Civil) are expressly excluded from any Order.
- 18.2 Neither Party may commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) ("Dispute") unless Eaton and Supplier first meet (in good faith) to resolve the Dispute. Nothing in this clause will operate to prevent Eaton or Supplier from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.
- 18.3 If the Dispute is not resolved at that initial meeting: (i) where Supplier accepts these Terms in New Zealand, the Dispute is to be referred to mediation administered by the New Zealand Disputes Resolution Centre, who will decide the time, place and rules for mediation, and the costs of the mediation will be shared equally; or (ii) where Supplier accepts these Terms outside New Zealand, the Dispute is to be referred to arbitration in accordance with the New Zealand Arbitration Act 1996. There shall be one arbitrator selected by mutual agreement within ten (10) days after date the Dispute is referred, and failing such mutual agreement, Eaton must ask the New Zealand Law Society to appoint an arbitrator. The seat of arbitration shall be Auckland, New Zealand. The determination of the arbitrator will be final and binding.

19. Compliance with Applicable Laws.

Each Party shall comply with all applicable laws, statutes, rules, regulations, orders, and standards.

20. Anti-Corruption.

In connection with all business transactions with Eaton:

- 20.1 Supplier and its suppliers shall comply with applicable national and international anti-bribery rules, including the *Australian Criminal Code Act 1995* (Cth), the *New Zealand Crimes Act 1961* and *Secret Commissions Act 1910*, the U.S. Foreign Corrupt Practices Act (FCPA), United Kingdom, and European Union, Organization for Economic Co-operation and Development (OECD) and Council of Europe anti-bribery rules.
- 20.2 Supplier shall not directly or indirectly solicit, receive or offer any form of bribe, kickback, or other corrupt payment or thing of value to or from any person or organization, including government agencies or officials, companies or personnel of those companies.
- 20.3 Supplier and its affiliates shall at all times keep complete and accurate books and records, and ensure that all records and information that Supplier provides to Eaton pertaining to the Order shall be complete and accurate.

21. U.S. Government Contracts.

- 21.1 If any Supplies are to be used on a U.S. Government contract, then the Eaton FAR and/or DFARS flow-down addendum available at http://www.eaton.com/content/dam/eaton/support/selling-to-eaton/files/po_terms/PO%20Terms%20-%20FARS.pdf and

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incorporated by reference shall apply. Supplier shall accept mandatory flow-down clauses at no additional cost to Eaton.

- 21.2 Supplier shall comply with Defense Priorities and Allocation System (DPAS) Regulation (15 CFR 700) if the Order is rated.
- 21.3 Supplier certifies that it, or Supplier's principals, are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by a Federal agency.

22. Confidentiality.

- 22.1 Any confidential, proprietary or non-public information, including drawings, descriptions, specifications and any other Intellectual Property made available to Supplier or created for Eaton related to the Order ("Confidential Information") is the property of Eaton.
- 22.2 Supplier and its representatives shall protect Eaton Confidential Information, and shall not disclose, copy, reproduce, reverse engineer or transfer Confidential Information to any third parties or use for purposes other than fulfilling its obligations under the Order.

23. Data Security; Cybersecurity; and Open Source Software.

- 23.1 Supplier may receive or have access to information relating to identified or identifiable individuals ("Personal Data"), including Eaton employees, temporary workers, contractors, consultants, customers or suppliers. Personal Data, in whichever form, is of a very sensitive nature, and Supplier shall keep Personal Data strictly confidential and use it (i) only within the limits authorized by Eaton and for the purpose of Supplier's performance under the Order, and (ii) in accordance with all applicable laws (including the *Privacy Act 1998* (Cth) and the Australian Privacy Principles (as if it were an APP entity) where the Supplier is a resident of Australia, and the New Zealand Privacy Act 2020 where the Supplier is a resident of New Zealand), and where applicable, the Personal Data Processing Clauses available at http://www.eaton.com/content/dam/eaton/support/selling-to-eaton/files/po_terms/Personal-Data-Processing-Clauses.pdf and incorporated by reference.
- 23.2 Supplier shall operate and maintain an information and cybersecurity program, including administrative, physical and technical safeguards, designed to protect against and prevent any unauthorized use, access, processing, destruction, loss, alteration or disclosure of Confidential Information and Personal Data ("Security"). Upon the reasonable request of Eaton, Supplier shall provide proof of Supplier's Security and submit its processing facilities for audit of the processing activities covered by the Order. Such audit shall be carried out by Eaton or its agents with the required professional qualifications and a duty of confidentiality. Supplier shall immediately notify Eaton of any perceived, potential or actual breach to Supplier's Security, including a data breach ("Breach"), and provide a full description of the Breach, the impact and mitigation efforts. Supplier will then promptly (i) investigate, remediate, and mitigate the effects of the breach; and (ii) provide Eaton with assurances reasonably satisfactory to Eaton that such breach will not recur. If Eaton determines that notices or other remedial measures are warranted, Supplier will, at

Eaton's request and at Supplier's cost, undertake such remedial actions.

- 23.3 Any software provided by or on behalf of Supplier shall not contain any computer code or other mechanism that would allow Supplier or others to access information on Eaton's computers, networks or products for any purpose including viewing, transmitting or conveying such information to Supplier or any other party. If vulnerability is discovered in any software which may be exploited by others, Supplier agrees, at Supplier's cost, to immediately take all corrective actions necessary to prevent such exploitations or identify, contain, eradicate and recover Eaton's assets if an exploitation occurred.
- 23.4 Supplier agrees to comply with the "Supplier Open Source Software Policy" available at: https://www.eaton.com/content/dam/eaton/support/selling-to-eaton/files/po_terms/supplier-open-source-policy.pdf

24. Intellectual Property.

- 24.1 "Intellectual Property" includes any patent, trademark, trade secret, copyright, design, know-how, or other proprietary right.
- 24.2 "Moral Rights" Moral Rights has the meaning given in the *Copyright Act 1968* (Cth) and includes any similar rights in any jurisdiction in the world.
- 24.3 Eaton retains all right, title and interest in and to its Intellectual Property related to the Order. Any license of Eaton Intellectual Property is granted solely for the limited right to permit Supplier to perform its obligations under the Order for the sole benefit of Eaton.
- 24.4 Supplier retains its Intellectual Property that existed before this Order. Subject to clause 24.7, Supplier grants Eaton a worldwide, nonexclusive, royalty free, irrevocable, perpetual license under its Intellectual Property to use, sell, repair and reconstruct Supplies and copy, distribute and create derivative works of copyrightable work product and deliverables.
- 24.5 Subject to clause 24.7, Supplier hereby assigns to Eaton all right, title, and interest in and to all Intellectual Property in Supplies created for Eaton related to the Order.
- 24.6 Supplier shall promptly disclose all Intellectual Property owned by Eaton pursuant to Section 24.4, including all inventions, and shall execute any documents necessary to perfect Eaton's ownership therein.
- 24.7 To the extent that the Supplies are software as a service, Supplier grants Eaton an irrevocable, non-exclusive, royalty free, sublicensable and transferable right and licence to use the software as a service for the purposes of exercising its rights or remedies, and for Eaton to derive the benefits from the Supplies.
- 24.8 Supplier warrants that all Intellectual Property it supplies to Eaton in connection with these Terms will not infringe the Intellectual Property rights of any third party and comply with all applicable laws.
- 24.9 If the Supplier or any of its personnel have any Moral Rights in any material provided, used or prepared in connection with these Terms, the Supplier agrees to (and will procure that its personnel) consent to Eaton's use or infringement of those Moral Rights.

25. Product Stewardship Requirements.

- 25.1 Supplier and its suppliers shall comply with all applicable Product Stewardship Requirements regardless of the place Supplies are created or delivered to Eaton or the ultimate place Eaton's own products or its customers' products are

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sold or used. "Product Stewardship Requirements" include laws, regulations, industry standards and Eaton, or Eaton's customer, requirements as may be amended and updated from time to time concerning:

- (i) Prohibition or restriction on the use, content or handling of specific chemicals, substances or materials composition;
- (ii) Product labeling, recycling, take back/end-of life, and disposal,
- (iii) product design for safety, energy efficiency, and recyclability, or similar life-cycle requirements including the carbon content of products and materials inputs; and
- (iv) product packaging and transportation, that are made known by Eaton to the Supplier.

25.2 Supplier, at its cost, shall comply with Eaton's Banned and Restricted Chemicals List (as may be amended from time to time).

25.3 Supplier, at its cost, shall (i) identify chemical and material names and quantities contained in Supplies, (ii) identify chemical and material composition and information to allow safe use of Supplies, (iii) complete any Material Declaration or similar information requests by Eaton, (iv) complete required registration with regulatory agencies of chemical or materials composition of Supplies, (v) propose alternate solution to ensure continuity of supply if delivery of Supplies is prohibited, (vi) cooperate with Eaton in evaluating Supplies' environmental impact per applicable laws and/or international or other standards defined by Eaton, and (vii) provide Eaton with evidence that Supplies comply with Product Stewardship Requirements.

26. Termination for Convenience.

Eaton reserves the right to terminate the Order, or any part hereof, at its sole convenience. Upon receipt of termination notice, Supplier shall immediately cease all work and ensure all of its suppliers and subcontractors cease work. Within thirty (30) days of such termination, Supplier shall submit necessary documentation to claim reasonable termination costs if any, which shall only include Supplier's direct costs that have been incurred as a result of termination. Any claim shall be deemed waived unless asserted within thirty (30) days from Supplier's receipt of the Eaton's termination notice.

27. Termination for Default.

27.1 These Terms will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if: i) the other Party (**Defaulting Party**) breaches a material term of these Terms and that breach has not been remedied within 10 business days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or ii) the Defaulting Party goes bankrupt, insolvent or is otherwise unable to pay its debts as they fall due (to the extent permitted under the *Corporations Act 2001 (Cth)*) any step is taken to enter into any arrangement between the Defaulting Party and its creditors, any step is taken to appoint a receiver, a receiver and manager, a liquidator, a provisional liquidator or like person of the whole or any part of the Defaulting Party's assets or business, the Defaulting Party is bankrupt, or the Defaulting Party is unable to pay its debts as they fall due.

27.2 Upon termination or expiry of these Terms: (i) Supplier must immediately deliver any Supplies that Eaton has paid for; (ii) by Eaton pursuant to clause 27.1, Supplier also agrees to pay Eaton its additional costs, reasonably incurred, and which arise directly from such termination (including recovery fees); (iii) Eaton may retain Supplier's documents and information (including copies) to the extent required by law or pursuant to any information technology back-up procedure, provided that Eaton handles Supplier's information in accordance with clause 22; and (iv) Supplier agrees to promptly return (where possible), or delete or destroy (where not possible to return), any documentation, information or material provided to Supplier by Eaton that is in Supplier's possession or control, including Eaton's Property.

28. Transition of Supply.

In the event of termination or expiration of the Order (except for termination by Supplier pursuant to clause 27.1), Supplier shall have the absolute obligation to continue to provide services or produce goods in accordance with the terms of the Order (including price) for a reasonable period of time so as to permit Eaton the opportunity to transition the production of the subject Supplies to a third party and so as to avoid any interruption of production at Eaton's facilities or the facilities of Eaton's customers. Supplier must reasonably cooperate in this transition of supply, including providing information and documentation regarding manufacturing process for Eaton Supplies, including on-site inspections, bill-of-material data, tooling and process detail and samples of Supplies and components.

29. Force Majeure.

29.1 In these Terms, "Force Majeure Event" means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

29.2 The following shall not constitute a Force Majeure Event for Supplier: (i) Supplier's ability to sell Supplies at a more advantageous price, (ii) increases in Supplier's production costs, (iii) interruptions in Supplier's supplies, including if a supplier fails to supply Supplier, or (iv) labor disputes or strikes at Supplier's facilities, or, (v) epidemics.

29.3 Where the Force Majeure Event prevents a Party from performing a material obligation under these Terms for a period in excess of 60 days, then the other Party may by notice terminate these Terms, which will be effective immediately, unless otherwise stated in the notice.

30. Epidemics.

30.1 Supplier will make best efforts to make delivery of Supplies during an epidemic, including Supplier payment for expedited freight costs to meet Order delivery commitments.

30.2 Despite anything to the contrary and to the maximum extent permitted by law, prior to the delivery of Supplies, Eaton may cancel Orders for reasons attributable to the outbreak of any epidemic. Eaton cannot be held liable, and Supplier shall not be entitled to any damages or indemnifications resulting from

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an epidemic.

31. Remedies.

- 31.1 The rights and remedies available to Eaton are cumulative and in addition to all other legal or equitable remedies.
- 31.2 In these Terms “Non-Conforming Supplies” means Supplies that are: (i) defective, damaged or unsafe; (ii) not of merchantable quality; (iii) not in conformity with statements or representations (including any technical specifications) stated by Supplier; (iv) a material departure from any supplied samples or any agreed specifications; (v) not in conformity with these Terms; (vi) unfit for the purposes for which Supplier has stated that the Supplies are suitable or for purposes which Eaton has made known to the Supplier; or (viii) in breach of applicable laws.
- 31.3 Eaton may at any time reject any Supplies that Eaton reasonably deem to be Non-Conforming Supplies. Supplier agrees to (at Supplier’s cost) re-perform, repair or replace Non-Conforming Goods as soon as possible, but in any event within thirty (30) business days of Supplier’s receipt of the Non-Conforming Goods.
- 31.4 Supplier acknowledges and agrees that Supplier is responsible for the costs of retrieving, repairing or replacing the Non-Conforming Supplies.
- 31.5 If the Non-Conforming Supplies cannot be repaired or replaced, Supplier must immediately repay Eaton any amounts that Eaton has paid for the Non-Conforming Supplies.
- 31.6 If Supplier fail to comply with its obligations under this clause 31, Eaton may engage a third party to repair or replace the Non-Conforming Supplies, and the costs suffered or incurred by Eaton in doing so will be a debt immediately due and payable to Eaton by Supplier.
- 31.7 This clause does not limit any other right or remedy that Eaton may have, whether under these Terms or otherwise at law.
- 31.8 Monetary damages may not be a sufficient remedy for any actual, anticipatory or threatened breach of the Order and, in addition to all other rights and remedies that Eaton may have, Eaton shall be entitled to specific performance and injunctive equitable relief as a remedy.
- 31.9 Eaton has the right to set-off against any amounts payable by Eaton or its affiliates to Supplier or its affiliates. If Supplier alleges a breach of the Order by Eaton, Supplier shall continue performance until such allegation is resolved.
- 31.10 If any portion of the Order is invalid or unenforceable, the remaining portions of the Order remain valid and enforceable.

32. No Publicity.

Supplier shall not make any release regarding the Order or use of Eaton trademark or trade name, including any public announcement or advertising.

33. Relationship of Parties.

Each Party is an independent contractor and the Order shall not constitute, create, or give effect to or otherwise imply a joint venture or partnership of any kind. Neither Party shall be deemed to be an employee, agent, partner, legal representative or joint employer of the other, nor shall have any right, power or authority to create any obligation on behalf of or bind the other in any way.

34. No Implied Waiver.

Any failure or delay by a Party in exercising a power or right (either wholly or partially) in relation to these Terms does not operate as a waiver or prevent that Party from exercising that power or right or any other power or right. A waiver must be in writing and will be effective only to the extent specifically stated.

35. Survival.

Any provision intended to survive termination or expiration, including Sections 10, 11, 12, 16, 17, 22, 23, 24, 27, 28 and 31 shall remain in full force and effect notwithstanding termination or expiration.

36. Entire Agreement; Modifications; Updates.

- 36.1 Subject to Supplier’s consumer law rights, these Terms constitute the entire agreement.
- 36.2 Amendments can only be made by written document signed by Eaton and Supplier.
- 36.3 Eaton may update its Terms. Updated Terms shall apply to all Orders after the effective date of the updates. Where a web link is incorporated by reference into these Terms, the most recently updated version shall apply.

37. Assignment; Subcontractors.

Supplier shall not assign, subcontract or otherwise transfer any of its rights or obligations under the Order unless agreed in writing. Supplier will impose these Terms on all subcontractors and shall be liable for subcontractors’ performance.

38. Modern Slavery

- 38.1 In these Terms, “Modern Slavery Laws” means the *Modern Slavery Act 2018* (Cth) of Australia, the *Modern Slavery Act 2015* (UK) as applied in New Zealand, and any other applicable legislation in Australia or New Zealand addressing similar subject matter.
- 38.2 Supplier warrants and agrees that: (i) Supplier and its personnel comply with and will continue to comply with all applicable Modern Slavery Laws; (ii) you have thoroughly investigated your labour practices, and those of your personnel, to ensure that there is no Modern Slavery used anywhere in your operations or supply chain or in the operations or supply chain of any of your personnel; (iii) Supplier has put in place all necessary processes, procedures, investigations and compliance systems to ensure that Supplier can provide the warranties under this clause at all relevant times; and (iv) Supplier has taken, and will take in future, all necessary actions and investigations to validate the warranties provided under this clause.

39. Notices.

When required by these Terms, notices to Supplier shall be sent to Supplier’s address on the Order. Notices to Eaton shall be sent to Eaton’s address on the Order, with a copy to Eaton Corporation, 1000 Eaton Boulevard, Cleveland, Ohio 44122, attention: Law Department. All notices shall be delivered personally, or by postage prepaid registered mail, return receipt requested. Notice is effective on receipt by a Party. Any notice given under these Terms must be in writing addressed to the addresses set out in these Terms, or the relevant address last notified by the recipient to the Parties in accordance with this clause. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

40. Interpretation.

- 40.1 Headings are for convenience only.
- 40.2 The term “including” when used in these Terms, shall mean “including, but not limited to”.