

**These General Conditions of Purchase govern Buyer's Order and any resulting Contract for the supply of Goods and/or the provision of Services.**

## **General Conditions of Purchase – EMERSON**

### **1. GENERAL**

Only written orders or variations thereto made on Buyer's official printed order forms and these General Conditions of Purchase are binding on Buyer; Buyer will not be bound by Supplier's terms and conditions, unless Buyer expressly agrees to such terms and conditions in writing. In the event of a conflict between the General Conditions of Purchase and the order form, the latter shall prevail. "Contract" means the written agreement (including these Terms and Conditions and the order form) made between Buyer and Supplier for the Supply of Goods and/or the provision of Services. "Contract Price" means the price payable by the Buyer to the Supplier for the Goods and/or Services. "Buyer" means the Emerson entity named in the order form as the entity purchasing the Goods and/or Services. "Supplier" or "Seller" means the person, firm, company or corporation to whom the order is given. "Services" means the services described in Buyer's order form, and, where applicable, can include software as a service. "Goods" means all materials, items, sub-assemblies, equipment, software, systems and documentation to which the order relates. "Emerson" means any of Buyer's affiliates for whose benefit the Goods and/or work are being purchased. Buyer enters into the order as principal.

### **2. VARIATION**

Buyer reserves the right at any time to vary the order form and if any such variations cause a change to Supplier's costs, an equitable variation shall be made to the price payable to Supplier and shall be agreed by Buyer in writing; any financial claim or request for a change to the due date for delivery/completion must be made in writing within 5 days from the date the variation was advised and in default shall be inadmissible.

### **3. QUALITY AND WARRANTIES**

Supplier warrants (i) that the Goods will be new, unused, of merchantable and satisfactory quality, fit for any purpose made known to Supplier whether expressly or by implication, and free from all defects whether in design, material or workmanship, (ii) that the Goods and Services will conform with the specifications, drawings, samples or other descriptions contained or referred to in this order and with all applicable standards, codes, laws and regulations, (iii) that Supplier will exercise all reasonable skill, care and due diligence and shall carry out the Services in accordance with good engineering and professional practice, (iv) that Supplier has in place and complies with a documented quality management system, (v) that the Goods and the product of the Services (if any) shall be supplied with such documentation as is suitable and adequate for their use, installation, operation, handling, storage and maintenance, and (vi) that Supplier has suitable and sufficient premises, competent and qualified staff and tools and equipment required to perform its obligations under the Contract. Without prejudice to Buyer's other rights and remedies, Supplier shall at its own cost make good all defects appearing in the Goods and/or work within 24 months from first use or such other period as may be stipulated in the order. The foregoing warranties and any other guarantee(s) given by Supplier or the manufacturer of the Goods and/or performer of the work and/or the Services shall be transferable in full to Buyer's customer and/or the end-user (as applicable). In the event of defective or nonconforming Services and if requested by Buyer, Supplier will, at Buyer's option, refund the purchase price of the Services, re-perform the Services, or replace the defective or nonconforming Services with conforming Services, within such time as Buyer reasonably specifies, in each case at Supplier's expense. If Supplier fails to re-perform or replace the defective or nonconforming Services with conforming Services within such time as Buyer reasonably specifies, Buyer may purchase the Services from an alternative supplier at Supplier's expense.

### **4. PRICE**

The prices stated in this order are fixed, firm and not subject to variation for any reason save as set out in Clause 2; the prices exclude Value Added Tax or any withholding tax, whether in force at the date of the order or in the future.

### **5. PAYMENT**

**5.1** Buyer shall pay Supplier 2 calendar months and 5 days after the month in which both the following conditions have been satisfied: (i) all Goods (including documentation) have been received and/or Services provided, and work completed; and (ii) a correct invoice has been received together with such supporting documentation as Buyer may reasonably require. All documents must be clearly marked with Buyer's order number. Non-compliance with any of the foregoing by Supplier may result in delays in payment. Payment of any sum by Buyer shall in no circumstance imply acceptance of any Goods, Services or work and shall be without prejudice to any right or remedy of Buyer. Buyer shall be entitled to set-off any sum or sums owed to Buyer by Supplier against any money due from Buyer to Supplier.

**5.2** Buyer and Buyer's customer shall at any time up to a maximum of six (6) years after the completion, termination or final payment under the Contract (whichever is the latest), have the right to carry out audits of all records and related documents, procedures and controls of the Contract insofar as they relate to non-fixed or non-lump sum elements of the Contract. Buyer and Buyer's customer shall have no right of audit of Supplier's costs covered by fixed rates, or those costs expressed as a percentage of other costs. Supplier shall maintain its books and records insofar as they relate to the non-fixed or non-lump sum elements of the Contract in accordance with generally accepted accounting principles and practices and shall preserve these books and records and all documents related thereto for a period of six (6) years following the completion, termination or final payment under the Contract (whichever is the latest). Buyer and Buyer's customer shall have the right to reproduce any of the aforesaid records and documents. Supplier shall ensure that the provisions of this Clause 5.2 are included in any contracts with sub-contractors/vendors etc. so that Buyer and Buyer's customer have the same rights to carry out inspection/audits of any subcontract as it has in respect of the Contract.

### **6. INSPECTION AND EXPEDITING**

Buyer, Buyer's customer and/or, if different, the end-user ("Buyer Group"), and/or any official body concerned shall be entitled to inspect or test the Goods or work and to expedite progress of this order at any reasonable time at Supplier's works or at the works of any of Supplier's sub-contractors or assignees. Supplier will give Buyer adequate notice of Supplier's and its subcontractors' works tests which Buyer Group shall be entitled to attend. Supplier will provide Buyer with such test certificates as Buyer may require. Such inspection, testing and/or attendance by Buyer does not relieve Supplier of any liability nor does it imply acceptance of the Goods or work. Supplier shall promptly inform Buyer of any contact with any customers of Emerson, the end-user (if different) and/or any official body in connection with this order and shall not act upon any instruction from any of them unless confirmed in writing by Buyer. Supplier shall supply schedules and progress reports for Buyer Group's use in expediting as required by the Buyer Group and shall render all other assistance deemed reasonably necessary by Buyer Group. Any additional expediting costs incurred by Buyer Group due to a failure/rectification or delay of Supplier shall be borne by Supplier.

### **7. DELIVERY AND TITLE**

Prices set forth in this order of this Contract are for shipment according to the following terms: (i) For all shipments Supplier will own the Goods from its manufacturing facility to Buyer's named place of delivery and title shall not pass and delivery shall not be deemed to occur until Buyer has received the Goods at the final destination specified by Buyer. All risk of loss during

carriage/transportation shall be the responsibility of Supplier, and the Goods will be considered delivered only upon receipt at Buyer's facility in conformance with the terms and conditions of this order. Buyer has no obligation to obtain insurance while the Goods are in transit from the Supplier's facility to Buyer's named place of delivery. Supplier will use Buyer's preferred carrier for transporting the Goods from Supplier's facility to Buyer's named place of delivery. (ii) For international shipments, Supplier shall make the Goods available for export fully cleared from customs and shall arrange for delivery of the Goods to the consolidating hub or to Buyer's specified carrier's container yard at the port of shipment. Supplier shall obtain all necessary export licenses and authorizations and shall assume responsibility for all fees and costs associated with export customs formalities and with getting the Goods ready for loading, including but not limited to customs clearance, container yard/container freight station, receiving, terminal handling and documentation fees. Supplier shall be responsible for the costs of checking operations, packaging and appropriate marking which are necessary for the purpose of delivering the Goods. Supplier shall provide, at Supplier's cost, the delivery order and/or usual transport documents required for Buyer to take delivery of Goods. Supplier shall give Buyer sufficient notice of the dispatch of the Goods and any other notice necessary to take delivery of the Goods. Buyer shall pay for the costs of pre-shipment inspection except when such inspections are required by the country of export. Buyer shall obtain all necessary import licenses and authorizations and shall assume responsibility for all fees and costs associated with import customs formalities, including but not limited to import clearance, duties and administrative costs. (iii) With the exception of fees and costs associated with (I) export customs formalities, (II) getting Goods ready for loading, and (III) checking operations, packaging and appropriate marking of the Goods, Buyer is responsible for all costs for carriage/transportation from Supplier's facility to final destination. At Buyer's option and request, Supplier will prepay the carriage/transportation costs from Supplier's facility to port of export and add such costs to the Buyer's invoice. Otherwise, all carriage/transportation costs from Supplier's facility to final destination are freight collect. Notwithstanding the foregoing, Supplier is responsible for any costs, fees, expenses or penalties incurred as a result of Supplier's failure to hire a Buyer approved carrier without Buyer's prior written consent or to otherwise follow Buyer's instructions.

## **8. RISK**

Risk in the Goods will remain with Supplier until they are delivered in accordance with Clause 7. Supplier: (i) warrants the full, complete and unrestricted title to Buyer of all Goods furnished by Supplier under the Contract, whether upon delivery or by way of progress payments (in which case this warranty covers the portion of the Goods over which progress payments have been made), free and clear of and not subject to any sub-contractor or third party lien, restriction, reservation, security interest, encumbrance, retention of title arrangement or any other like interest; (ii) shall not claim any liens, attachments or other similar claims in connection with the Goods; (iii) shall ensure that Goods supplied under the Contract shall at all times be free from any lien, charge, or encumbrance in favour of any third party; (iv) shall at any time at Buyer's request provide evidence that the Goods or any part thereof are free and clear of any liens, charges or encumbrances, including, without limitation, any title retention arrangement, enforceable by or on behalf of Supplier and/or any of its sub-contractors and/or suppliers; and (v) shall defend and indemnify Buyer Group against any and all liens, attachments or other similar claims resulting from failure to fulfil its contractual obligations to any sub-contractor or Supplier's suppliers, employees, servants or agents.

## **9. TIME**

The time stipulated for delivery of the Goods and/or performance of the Services shall be of the essence. Supplier shall immediately notify Buyer of any likely delay in delivery or completion.

## **10. REJECTION**

If the Goods and/or Services do not comply with the Contract, Buyer shall be entitled to reject the Goods and/or Services or any part of them at any time up to 6 months after delivery, irrespective of whether Buyer is deemed to have accepted them. Without prejudice to any other right or remedy available to Buyer, Buyer shall be entitled to return any rejected Goods to Supplier at Supplier's risk and expense. The Supplier shall have spare parts available at any time. He shall place the spare parts at the Buyer's disposal or deliver them to the Buyer immediately upon Buyer's request.

## **11. TERMINATION AND SUSPENSION**

If Supplier is in default of any provision of the Contract (or if, in Buyer's sole discretion, it appears that Supplier will be unable to comply with any such provisions), or if Supplier becomes bankrupt or insolvent, or is made the subject of an administration order, or commences a winding-up by reason of insolvency, then without prejudice to any other remedy available to Buyer, Buyer shall be entitled to terminate the Contract immediately by notice in writing, purchase equivalent or similar products and/or work from others and recover the additional cost of so doing from Supplier, and/or enter without prior notice any premises where Goods may be, take possession of them and remove them from such premises. In addition to the foregoing, Buyer shall be entitled, without cause and at any time, to (i) suspend delivery of the Goods and/or performance of the Services without liability or (ii) cancel the order in whole or in part by notifying Supplier in writing in which event Supplier shall cease performance and Buyer shall pay Supplier its fully documented and properly supported out-of-pocket expenses arising directly from the cancellation. Buyer shall not be liable for damages or claims (including but not limited to claims for lost profits) except as expressly set out in this clause.

## **12. INDEMNITY**

Supplier shall indemnify and hold Buyer and its affiliates fully harmless against all claims, liabilities, penalties, fines, costs, expenses, losses and damages which Buyer and/or its affiliates may suffer howsoever arising (i) from Supplier's breach of any of its obligations under this order; (ii) from the negligence or intentional misconduct of Supplier, its agents, assignees, employees, representatives or sub-contractors; (iii) from product liability claims arising in connection with the Goods at any time and notwithstanding any time limitations provided by applicable legislation; (iv) as a result of any suit, claim, or demand under any environmental, health, safety, labor or other laws, rules, regulations or requirements, in connection with the manufacture, distribution, transportation, export/import, storage, use or disposal of the Goods or of raw materials by Supplier; or (v) in respect of any infringement of letters patents, registered design, design right, trade mark, copyright or other intellectual property right arising out of the sale or use of the Goods supplied or from the Services under this Contract, provided always that Supplier shall not be required to indemnify Buyer to the extent that such infringement is caused by a specific design provided by Buyer.

## **13. ASSIGNMENT AND SUBCONTRACTING**

Supplier shall not assign, transfer or subcontract the whole or any part of the Contract without the prior written consent of Buyer. Buyer may assign or transfer the whole or any part of the Contract to Buyer's customer or to any Buyer affiliate at any time without the prior consent of Supplier.

## **14. SOFTWARE**

Unless otherwise agreed in writing, by accepting this Contract Supplier grants to Buyer and Emerson a non-exclusive, worldwide, perpetual license to use any software provided by Supplier under this Contract and to sub-license the use of such software to Buyer's and/or Emerson's customer (as applicable) and (if different) the end-user, without the payment to Supplier of any additional sum other than that specified in the Contract. Buyer and Emerson shall have the right to copy the software for back-up/archiving purposes and to reverse engineer, decompile and otherwise use and copy the software as provided by applicable law.

## 15. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

All dies, moulds, tools, jigs, patterns, materials, drawings, designs, specifications, software and other data provided by Buyer in connection with this order will remain at all times the property of Buyer and/or Emerson (as applicable), are to be surrendered to Buyer on completion of the Contract and are to be used by Supplier solely for the purpose of the Contract. In addition any patents, copyrights, registered designs, design rights or other intellectual property rights arising from the execution of this Contract (i) in accordance with Buyer's patterns, drawings, specifications, designs or other data, or (ii) at Buyer's expense, shall become the property of Buyer and Supplier shall at Buyer's request and expense execute any documents Buyer shall deem necessary to formally vest such intellectual property rights in Buyer. Supplier agrees not to supply products made with or based on Buyer's or Emerson's dies, tools, moulds, jigs or materials, patterns, specifications, designs, drawings or other data to any third party without Buyer's prior consent in writing. Supplier shall not use the name or logo of Buyer or Emerson or refer to Buyer or Emerson directly or indirectly whether in any advertisement, news release, professional or trade publication, or other public statement, without Buyer's prior written approval. Supplier warrants that the Goods and the sale and use of them will not infringe any patents, trademarks, trade dress, copyrights, trade secrets or any other form of intellectual property of the United States or of a country where the Goods and/or Services will be used and/or sold. In the event any Good is subject to a claim or allegation of intellectual property infringement, Supplier shall, at its own option and expense, without prejudice to any other right or remedy of Buyer, promptly provide Buyer with a commercially reasonable alternative, including, but not limited to, procuring for Buyer the right to continue using the Good, replacing such Good with a non-infringing product or modifying such Good so that it becomes non-infringing. This Contract, the subject matter thereof and all designs, drawings, specifications, software and other information whether of a technical or commercial nature shall be treated as confidential by Supplier and shall not, without Buyer's prior consent in writing, be disclosed by Supplier to any third party or used by Supplier for advertisement, display or publication or for any purpose other than as necessary for the proper performance of its obligations under this Contract. When required by Buyer, Supplier shall enter into a separate written confidentiality/secretary agreement.

## 16. COMPLIANCE WITH LAWS, REGULATIONS ETC

**16.1** Supplier, its sub-contractors and assignees and their personnel shall at all times comply with all applicable laws, regulations, codes and standards including but not limited to all health, safety and environmental laws and regulations such as (i) applicable product safety legislation (e.g. EU machinery directive 89/392/EEC, electromagnetic compatibility directive 89/336/EEC, low voltage directive 73/23/EEC); (ii) regulations regarding the provision of information about substances hazardous to health and (iii) all regulations imposed by, and relating to work (including security requirements) at the premises of Emerson, its customer and end user (as applicable).

### 16.2.

(a) The Supplier shall comply with all applicable import, export control and sanctions laws, regulations, orders, provisions of general or special licenses, as they may be amended from time to time, including without limitation those of the United States, the European Union, country of export and country of import of the Goods, and any other country with jurisdiction over the activities undertaken in connection with the Order ("Trade Regulations"). Supplier represents and warrants that: (i) in accordance with Trade Regulations all Goods are eligible for sale, export, import, or shipment to the destination(s) for the end-use(s) and end-user(s) as advised by Buyer; (ii) neither Supplier nor its shareholders, controlling or affiliated parties, directors, or employees are listed on the U.S. SDN List, the EU Consolidated Financial Sanctions List or any other applicable lists of sanctioned parties ("Sanctions Target"); (iii) Supplier will not act for or on behalf of, or facilitate any activity of or with, or otherwise directly or indirectly deal with, any Sanctions Target in connection with the performance of its duties under the Order; (iv) in manufacturing

the Goods provided under this Order Supplier has not used any parts, components, materials, products, equipment, systems or services that are produced, directly or indirectly, by any Sanctions Target, and (v) Supplier will not grant access to, supply, export, re-export or transfer any documentation, technology, software, or other items that may be provided by Buyer, contrary to Trade Regulations.

(b) Further, at no time shall Supplier directly or indirectly, export, sell, supply, or transfer to Buyer iron and steel products as listed in Annex XVII to Council Regulation (EU) 833/2014 which (i) originate in Russia, (ii) have been located in and / or exported from Russia, or (iii) are iron and steel products as listed in Annex XVII when processed in a third country incorporating any quantity of Iron and Steel inputs originating in Russia regardless of Buyer's buying location.

(c) Supplier agrees that: (i) any Export Compliance Declaration or other trade compliance document completed by Supplier shall form a part of this Order; and (ii) Supplier will advise Buyer as soon as possible if any of the Goods ceases to be eligible for shipment to the specified destination.

**16.3** Supplier is and remains solely responsible for the full compliance of delivered Goods or parts of Goods with any applicable rules and regulations ("Legislations") on restriction of hazardous substances ("RoHS") such as Directive 2002/95/EC as of 27 January 2003 ("EU RoHS"), the Administrative Measures on the Control of Pollution Caused by Electronic Information Goods as of 28 February 2006 ("China RoHS"), etc. and all further releases as well as all national or local regulations issued in execution of the aforesaid RoHS Legislations. Therefore, all delivered Goods or parts of Goods must be suitable and fit for RoHS compliant production and sale. Supplier will complete and sign Buyer's standard Declaration of RoHS Compliance at the part number level, use appropriate systems and processes to ensure the accuracy of these determinations and maintain appropriate records to allow traceability of all products or parts of products. Insofar as products or parts of products are not supplied in accordance with the aforementioned requirements, Buyer reserves the right to cancel blanket or single orders at Supplier's expense. Supplier undertakes to duly and immediately inform Buyer of any changes affecting RoHS Compliance. In case of proven violations of national or international RoHS Compliance regulations by the Supplier, Supplier undertakes to exempt and hold Buyer harmless from any claim, liability, loss, damage, judgment and external responsibility, irrespective their legal ground, and to bear any and all harm, loss or damage arising to Buyer's disadvantage in the event of infringement.

**16.4** To the extent required by applicable law, Supplier shall be responsible for the collection, treatment, recovery or disposal of (i) the Goods or any part thereof when they are deemed by law to be 'waste' and (ii) any items for which the Goods or any part thereof are replacements. If Supplier is required by applicable law, including waste electrical and electronic equipment legislation, European Directive 2002/96/EC (WEEE) and related legislation in EU Member States, to dispose of 'waste' Goods or any part thereof, Supplier shall dispose of such Goods entirely at its own cost (including all handling and transportation costs).

**16.5** Supplier shall comply with all applicable anti-corruption, anti-money laundering and anti-terrorism laws, including but not limited to those of the United States, the Supplier's country, the Buyer's country and the country which is the end-destination of the Goods and/or in which work is to be performed by Supplier, and all intermediate countries ("Relevant Laws") and represents and warrants that it has not and will not in any way breach(ed) any Relevant Laws whether in relation to this order or otherwise. Supplier's acceptance of the order shall be deemed to be certification by Supplier of compliance with all Relevant Laws.

**16.6** Supplier shall forthwith implement and maintain an effective program of compliance with Relevant Laws satisfactory to Buyer, that includes: (i) adoption of a code of conduct or "code of ethics" ("Supplier's Code"); (ii) implementation of a system of internal accounting controls and a system designed to enable the making and keeping of accurate books, records and accounts that satisfy the requirements of the Supplier's Code and Relevant Laws; (iii) establishment of procedures to ensure compliance with the Supplier's Code and with Relevant Laws; (iv) implementation of a

program of training and education concerning compliance with the Supplier's Code and Relevant Laws; (v) implementation of a program of internal review and audit of compliance; (vi) implementation of a system for the reporting of violations of the Supplier's Code and Relevant Laws; and (vii) implementation of a procedure for disciplining employees who violate the Supplier's Code or Relevant Laws. Buyer shall be entitled either itself or by employing a third party, to audit such program of compliance during normal working hours, subject only to reasonable notice having been given and subject to the execution by Buyer or the third party of a suitable non-disclosure agreement.

**16.7** Supplier's compliance with the requirements of this Clause 16 shall be of the essence of the order and default under this Clause 16 shall constitute a material breach of the order.

**16.8** Supplier is and remains solely responsible for the full compliance of delivered products, parts of products or substances with the requirements of Regulation (EC) No. 1907/2006 (REACH) as of 18 December 2006 as amended or varied and including all further releases as well as any national regulations issued in execution of this Regulation. Supplier guarantees that all obligations under REACH, have been fulfilled. In particular, Supplier guarantees that each chemical substance constituting or contained in products or parts of products delivered to Buyer is pre-registered and/or registered, if required, and is authorized also for Buyer's use if subject to authorization under REACH, that any conditions of a restriction under Annex XVII of REACH are met, if applicable, and that Supplier will fulfill its obligation to provide comprehensive safety data sheets in compliance with REACH and the information required to be provided under Articles 32 and 33 REACH, if applicable. Supplier will monitor the publication by the European Chemicals Agency of the list of substances meeting the criteria for authorization under REACH (substances of very high concern on the "candidate list") and immediately inform Buyer if any of the products or parts of products delivered to Buyer contain a substance officially proposed for inclusion into the candidate list. Supplier undertakes to duly and immediately inform Buyer of any changes affecting REACH compliance and to provide any information required by Buyer without request in order to ensure REACH compliance. Insofar as products, parts of products or substances are not supplied in accordance with the aforementioned requirements, Buyer reserves the right to cancel blanket or single orders. In the event that the Supplier is situated outside the EU, the Supplier and the Buyer shall discuss who shall be responsible for the importer's obligations under REACH and, if this is the Supplier, the Supplier shall appoint an Only Representative under the meaning in REACH for this purpose. In case of cancellation of blanket or single orders or proven violations of national or international REACH compliance regulations by the Supplier, Supplier undertakes to exempt and hold Buyer harmless from any claim, liability, loss, damage, judgment and external responsibility, irrespective of their legal ground, and to bear any and all harm, loss or damage arising to Buyer's disadvantage in the event of infringement.

**16.9** The Supplier shall comply with all International Plant Protection Convention ("IPPC") regulations on solid wood packaging material ("SWPM") as outlined in ISPM-15 and elsewhere. Supplier shall ensure, and provide appropriate certification, that all SWPM shall be marked with the IPPC logo, country code, the number assigned by the natural plant protection organization and the IPPC treatment code.

**16.10** Supplier is and remains solely responsible for the full compliance of delivered batteries or accumulators, whether delivered as such or incorporated in appliances, with any applicable obligations under the EU Directive on batteries and accumulators and waste batteries and accumulators, Directive 2006/66/EC of 6 September 2006, as amended and varied ("Battery Directive"), and all further releases as well as all national or local regulations issued in implementation and/or execution of the Battery Directive (together the "Battery Legislation"). In particular, all delivered batteries and accumulators must be in compliance with the prohibitions of material, the labelling requirements and the requirements regarding the removability of waste batteries and accumulators and any information requirements, if applicable. If Supplier and Buyer are situated in the same Member State, Supplier shall ensure that it is registered

as producer in that Member State. Supplier will complete and sign Buyer's standard Declaration of Compliance with the Battery Legislation, use appropriate systems and processes to ensure the accuracy of these determinations and maintain appropriate records to allow traceability of all batteries or accumulators delivered to Buyer. Insofar as batteries or accumulators are not supplied in accordance with the aforementioned requirements, Buyer reserves the right to cancel blanket or single orders at Supplier's expense. Supplier undertakes to duly and immediately inform Buyer of any changes affecting compliance with the requirements under the Battery Legislation. In case of proven violations of the Battery Legislation by the Supplier, Supplier undertakes to exempt and hold Buyer harmless from any claim, liability, loss, damage, judgment and external responsibility, irrespective their legal ground, and to bear any and all harm, loss or damage arising to Buyer's disadvantage in the event of infringement.

**16.11** Supplier shall comply with all relevant and applicable national or international regulations and/or codes of practice relating to the packing, labelling, transportation, storage and handling of any hazardous substances forming part of the Goods. The Supplier shall provide the Buyer with full information about any substance supplied under the Contract, which is either known to be, or could reasonably be expected to be, hazardous to the health or safety of persons installing it or using it in connection with their work and/or operating any part of the Goods, whether or not such information must be provided under any applicable law or regulation. When no such substances are present, the Supplier shall provide a written statement to that effect.

**16.12** Unless otherwise stated in the Contract or in applicable law, upon request Supplier shall provide Buyer with certificates of conformity with all laws and regulations applicable to the Goods, Services and/or product of the Services.

#### **17. STANDARDS OF CONDUCT:**

Buyer expects its suppliers to comply with generally accepted principles of social responsibility and corporate citizenship as set forth in the Environmental, Social and Governance Report of Emerson Electric Co. ("Emerson") ([www.emerson.com/en-us/esg](http://www.emerson.com/en-us/esg)). In particular, Buyer expects its suppliers and their employees to adhere to the principles included in the [Emerson Supplier Code of Conduct](http://www.emerson.com/documents/corporate/emerson-supplier-code-of-conduct-en-us-173520.pdf) ([www.emerson.com/documents/corporate/emerson-supplier-code-of-conduct-en-us-173520.pdf](http://www.emerson.com/documents/corporate/emerson-supplier-code-of-conduct-en-us-173520.pdf)) and to follow the same principles and rules applicable to Emerson employees in the [Emerson Employee Code of Conduct](http://www.emerson.com/documents/corporate/emerson-code-of-conduct-en-1629588.pdf) ([www.emerson.com/documents/corporate/emerson-code-of-conduct-en-1629588.pdf](http://www.emerson.com/documents/corporate/emerson-code-of-conduct-en-1629588.pdf)). Seller must comply and ensure its agents, contractors, suppliers, subcontractors, and sub-tier suppliers (collectively "Subcontractors") comply with the applicable Modern Slavery Laws. "Modern Slavery Laws" means (i) laws prohibiting work or service that is performed involuntarily and exacted under the menace of violence or other types of penalty ("Forced Labor") and/or other forms of Modern Slavery (as defined below) such as 18 U.S.C. 1589 of the US and the UK's Modern Slavery Act 2015, and (ii) laws requiring entities to disclose their risks of Modern Slavery such as the California Transparency in Supply Chains Act and Australia's Modern Slavery Act 2018 (Cth). "Modern Slavery" has the meaning given to that term in the applicable Modern Slavery Laws; absent a definition in the applicable Modern Slavery Laws, "Modern Slavery" shall mean exploitative practices involving coercion and/or deception that aim at exacting involuntary work or service from people, such practices including but not limited to Forced Labor, child labor, debt bondage, domestic servitude and human trafficking. Seller confirms that it and its Subcontractors do not use any Forced Labor, it conducts its business, including its supply chain operations, in compliance with the applicable Modern Slavery Laws, and it is not subject to any investigation, enforcement or conviction involving Modern Slavery. Seller shall promptly notify Buyer of any actual or suspected breaches by Seller or its Subcontractors of the applicable Modern Slavery Laws and agrees to provide Buyer immediately upon request any information and assistance that Buyer may require for compliance with the applicable Modern Slavery Laws.

20.3 All notices and claims connected with the Contract must be in writing.

#### **18. SERVICES AT BUYER GROUP PREMISES**

If under the Contract, Supplier is to perform Services at premises owned or occupied by Buyer Group: (i) Supplier shall conform and shall procure that its sub-contractors and its/their respective employees and agents conform with all applicable health, safety, environmental, security and other rules, regulations, codes of practice and requirements in effect at such premises, (ii) Supplier's and its sub-contractors' personnel performing such Services shall be equipped by Supplier at no cost to Buyer with all necessary personal protective equipment (including but not limited to necessary protective footwear and safety helmets), and (iii) unless otherwise stipulated in the Contract, Supplier, at his own cost and expense, shall obtain and maintain in full force and effect during the performance of the Services on such premises the following insurances in terms and with insurers acceptable to Supplier:

- a) Employer's Liability and/or Workmen's Compensation Insurance as required by applicable laws.
- b) Third Party Motor Vehicle Insurance (in respect of both owned and non-owned vehicles) as required by applicable laws, with a limit of not less than ten million US dollars (\$10,000,000) for any one occurrence in respect of damage to third party property and unlimited in respect of death and personal injury.
- c) All other insurances required by applicable laws.
- d) Comprehensive General Third-Party Liability Insurance, with a limit of not less than ten million US dollars (\$10,000,000) for any one occurrence. Such insurance shall include a contractual liability indemnity.
- e) Such other insurance as is appropriate to the nature of the Services.

Before commencing operations under the Contract, Supplier shall furnish Company with certificates of insurance and thereafter renewals thereof evidencing such insurance.

#### **19. COMMUNICATIONS WITH BUYER'S CUSTOMER/END-USER**

Supplier shall notify Buyer in advance of planned visits to Supplier's premises in connection with the Contract and Buyer's representatives shall be entitled to be present during all such visits. All communications from Supplier to Buyer's customer/end-user in connection with the Contract shall be routed via Supplier and Supplier shall promptly inform Buyer of all communications (including copies/transcripts thereof) received by Supplier from Buyer's customer/end-user in connection with the Contract.

#### **20. LAW**

**20.1** The law of the Republic of South Africa governs the Contract and its interpretation. The parties agree to exclude any effect on that law of the 1980 United Nations' Convention on Contracts for the International Sale of Goods and, so far as legally possible, any rules which might apply the laws of another jurisdiction.

**20.2** All disputes arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by 3 arbitrators to be agreed upon or, failing agreement within 14 days, by some person appointed in accordance with the said rules. The arbitration shall be conducted in Johannesburg, South Africa in the English language. The parties undertake as a general principle to keep confidential all awards in the arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain - save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority.