

Kronospan Pty Ltd | Terms and Conditions

Last update: 8 September 2025

1 Definitions and Interpretations

1.1 In these terms and conditions, unless the context otherwise requires:

Affiliate means a related body corporate (as that term is defined in the Corporations Act 2001 (Cth) of Kronospan.

Anti-Bribery and Corruption Laws means all Applicable Laws in force in Australia relating to bribery, corruption, secret commissions, fraudulent conduct or improper influence, including under the Criminal Code Act 1995 (Cth).

Applicable Laws means any:

- (a) Commonwealth, State, Territory or local government legislation in force in Australia or any law of a foreign jurisdiction applicable to the Platform, including regulations, by-laws, declarations, ministerial directions and other subordinate legislation;
- (b) common law; and
- (c) Government Agency requirement or authorisation (including conditions in respect of any authorisation).

Business Day means a day (other than a Saturday or Sunday) on which the banks are ordinarily open for business in New South Wales, Australia.

Conditions means these terms and conditions and any special terms and conditions agreed in writing between Kronospan and the Supplier.

Contract means any contract between Kronospan and the Supplier for the purchase of Goods and/or Services incorporating these Conditions and the Order.

Goods means the goods (including any part or parts of them) which the Supplier is to provide to Kronospan pursuant to the Order in accordance with these Conditions.

Insolvency Event means:

- (a) in respect of an individual:
 - (i) an order is made under the *Bankruptcy Act 1966* (Cth) declaring that person bankrupt and the order is not set aside within 28 days of being made;
 - (ii) that person or person's assets become subject to a personal insolvency arrangement or a debt agreement under the *Bankruptcy Act 1966* (Cth); or
 - (iii) any event happens in any other country in respect of that person that is analogous to either of the events described in paragraphs (i) and (ii) above; and
- (b) in respect of a body corporate:
 - (i) that body corporate being unable to pay its debts as and when they fall due;
 - (ii) a receiver, receiver and manager, administrator or liquidator being appointed over that body corporate's assets or undertakings or any of them;
 - (iii) an application for winding up or other process seeking orders which, if granted, would render that body corporate an externally administered body corporate being filed and not being withdrawn within 20 Business Days;
 - (iv) that body corporate being or becoming the subject of an order, or a resolution being passed, for the winding up or dissolution of that body corporate; or
 - (v) that body corporate entering, or resolving to enter, a deed of company arrangement or an arrangement, composition or compromise with, or

proceedings being commenced to sanction such a deed of company arrangement or arrangement, composition or compromise, other than for the purposes of a bona fide scheme of solvent reconstruction or amalgamation.

Intellectual Property means all present and future intellectual and industrial property rights throughout the world conferred by statute, at common law or in equity and wherever existing, including:

- (a) patents, designs, copyright, rights in circuit layouts, trade marks, know how, brand names, domain names, inventions, product names, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;
- (b) any application or right to apply for registration of any of these rights;
- (c) any registration of any of those rights or any registration of any application referred to in paragraph (b); and
- (d) all renewals and extensions of these rights, but excluding moral rights.

Kronospan means Kronospan Pty Ltd (ABN: 44 678 413 066 whose registered office is at Suite 309 12 Century Circuit, Norwest, NSW 2153 Australia.

Order means any order from Kronospan to the Supplier for the supply of Goods and/or Services substantially in the form Kronospan uses from time to time.

Premises means any reasonable location nominated by Kronospan within Australia unless otherwise agreed between the parties in writing.

Security Interest means any:

- (a) security interest as that term is defined in the Personal Property Securities Act 2009 (Cth) in relation to the grantor's personal property; and
- (b) security for payment of money or the performance of an obligation including, without limitation, any mortgage, bill of sale, charge, lien, pledge, encumbrance, trust, power, retention of title, finance lease, right of set-off, assignment of income, garnishee order, monetary claim or flawed deposit arrangement,

and includes any agreement to create any of them.

Services means the services which the Supplier is to provide to Kronospan pursuant to the Order in accordance with these Conditions.

Specification means Kronospan's specifications or stipulations for the Goods and/or Services as set out in the Contract or as otherwise agreed in writing.

Supplier means the person, firm or company to whom the Order is addressed.

- 1.2 The headings to Conditions are inserted for convenience only and do not affect the interpretation or construction of these Conditions.
- 1.3 Words expressed in the singular include the plural and vice versa. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity.
- 1.4 The words and phrases "other", "including" and "in particular" do not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- 1.5 A rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of the Conditions or any part of them.
- 1.6 Unless expressly stated otherwise, all monetary amounts in these Conditions are in Australian dollars.

2 Introduction

- 2.1 The relevant Contract will be subject to these Conditions to the exclusion of all other terms and conditions including any terms or conditions which the Supplier purports to apply under any quotation, order acknowledgement or confirmations or any other document issued by the Supplier.
- 2.2 The Order is an offer made by Kronospan to the Supplier. The Contract comes into effect upon written acceptance of the Order by the Supplier. Unless previously withdrawn by Kronospan, Orders are deemed accepted if the Supplier:
 - (a) expressly accepts the Order in writing; or
 - (b) commences supply of the Goods and/or Services, provided that such supply is consistent with the Order.
- 2.3 If the Supplier does not respond to an Order within seven days of the Order date, Kronospan may, at its option, withdraw the Order without liability.
- 2.4 The Order number must be quoted on all correspondence, advice notes and all invoices relating to the Order.
- 2.5 No Order is capable of acceptance by the Supplier unless it is in writing and is issued by an authorised representative on behalf of Kronospan.

3 Delivery

- 3.1 The Goods must be delivered strictly in accordance with Kronospan's delivery instructions for the Goods as described in the Order, and if none, Delivered Duty Paid (DDP) (Incoterms 2020) to the Premises, between 09:00 and 16:00 hours on a Business Day or at such other time as stated in the Order or notified to the Supplier by Kronospan.
- 3.2 Kronospan has no obligation to accept delivery of the Goods before the specified delivery time but reserves the right to do so.
- 3.3 Kronospan has the right to change its delivery instructions upon reasonable notice to the Supplier.
- 3.4 The Supplier will mark the Goods in accordance with the Order or other instructions notified to the Supplier. A detailed advice note quoting the Order number must accompany the Goods. Any breach of this clause 3.4 entitles Kronospan to withhold payment of the affected Goods until such time as the breach is remedied.
- 3.5 Kronospan is not obliged to accept quantities of the Goods which vary from those specified in the Specification or the Order.
- 3.6 The Goods must be properly packed and secured in such a manner as to reach their destination undamaged and in good condition. Kronospan is not obliged to return to the Supplier any packaging materials for the Goods.
- 3.7 The Supplier must not deliver the Goods in instalments without Kronospan's prior written consent. Where it is agreed by Kronospan that the Goods are delivered by instalments, they may be invoiced and paid for separately. Kronospan may suspend the delivery of the Goods by instalments on the provision of reasonable notice where Kronospan is unable to reasonably use the Goods for the purpose(s) for which they are required. Kronospan must provide reasonable notice to the Supplier to resume supply.
- 3.8 Failure by the Supplier to deliver any one instalment on time or at all entitles Kronospan to the remedies set out at clause 8.5.
- 3.9 Kronospan reserves the right to weigh the Goods (and materials appropriated to the Goods or provided as part of the Services) at Kronospan's premises on delivery and the Supplier must pay to Kronospan the reasonable costs based on Kronospan's prevailing standard rate from time to time plus GST for use of Kronospan's weighbridge and/or any other services

which Kronospan makes available to the Supplier for the purposes of weighing the Goods. Kronospan is entitled to deduct such costs from the total sums payable under the Contract.

- 3.10 Kronospan reserves the right at any time during normal business hours to inspect, check or test (itself or through a nominee) any Goods ordered but not yet delivered and the performance or progress of the Supplier's obligations under the Contract. For this purpose, the Supplier must provide to Kronospan, or otherwise arrange for, reasonable facilities of access to the Supplier's premises or any other premises. Such inspection, test or check does not relieve the Supplier of liability under these Conditions nor does it imply acceptance of the Goods.
- 3.11 The Supplier must, on demand, identify to Kronospan the name and address of any person other than the Supplier who:
- (a) actually, or apparently manufactured the Goods; and/or
 - (b) imported the Goods into Australia.
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4 Acceptance

- 4.1 Kronospan is not deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery or after any latent defect has become apparent within a reasonable period after delivery. No inspection or testing by Kronospan whether before or after delivery of the Goods nor the signing of any delivery note or other document acknowledging physical receipt of any Goods is deemed to constitute or evidence acceptance or approval of the Goods for the purposes of section 37 of the *Sale of Goods Act 1923* (NSW) nor deemed a waiver of Kronospan's rights either to cancel or return all or any part of the Goods where the Goods are found to be defective or not in accordance with the Contract, Order and Specification.
- 4.2 If the Goods are defective or not in accordance with the Contract, Kronospan may return the Goods to the Supplier at the Supplier's risk and expense or may notify the Supplier that the Goods are rejected whereupon the Goods will be at the Supplier's risk and expense.
- 4.3 If the Supplier fails to deliver the Goods and/or perform the Services, in whole or in part, by the date and time specified (if no date specified, within three (3) months from the date of the Order), Kronospan shall be entitled to reject Goods not delivered on time or Services not performed on time and/or cancel the Order in respect of any Goods undelivered or Services unperformed and/or return any Goods already delivered which are no longer of use and/or recover from the Supplier any costs reasonably incurred by Kronospan as a result of the Supplier's failure to meet delivery obligations and/or recover any monies already paid to the Supplier under the Contract. Such rights in this Condition 4.3 shall be available to Kronospan irrespective of the cause of the delay (other than delays directly caused by Kronospan), without prejudice to Kronospan's right to damages and other remedies against the Supplier for breach of contract.
- 4.4 The Supplier must promptly keep Kronospan informed of any matter of which it is or reasonably should, as supplier of the Goods, be aware relating to the storage, transportation, handling, assembly or use of the Goods by Kronospan (including legislation or advice from responsible or professional or legal bodies in respect of raw materials used in the manufacture of the Goods) and the actions it has taken or proposes to take and those that Kronospan should take in relation to such matters.
- 4.5 Part deliveries may be rejected (in whole or in part) by Kronospan. Should Kronospan agree to accept partial or late deliveries in lieu of a single delivery, the Supplier agrees to pay for the delivery costs of such express delivery service that Kronospan reasonably requires.

5 Title and Risk

- 5.1 Risk in the Goods remains with the Supplier until they are delivered to the Premises, in accordance with the Contract when, without prejudice to any right of rejection which Kronospan may have under the Contract or by law, title to and risk in the Goods pass to Kronospan, provided that if Kronospan pays for the Goods prior to delivery, title to the Goods (and materials appropriated to the Goods or provided as part of the Services) passes to Kronospan when payment is made.
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6 Provision of Services

- 6.1 If the Contract is for or includes Services to be performed by the Supplier then, the Supplier must:
- (a) provide the Services with reasonable skill and care;
 - (b) co-operate with Kronospan in all matters relating to the Services, and comply with all reasonable instructions of Kronospan;
 - (c) use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - (d) ensure that the Services will conform with all descriptions and specifications set out in the Order and the Specification, and that any deliverables will be fit for any purpose expressly or impliedly made known to the Supplier by Kronospan for the maximum period reasonably expected for services of that kind. Unless stated otherwise in the Order, the parties agree this period will be at least three years from the date of completion of performance of the Services unless applying such period would be unreasonable in the circumstances;
 - (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - (f) use the best quality goods, materials, standards and techniques, and ensure that all goods and materials supplied and used in the Services or transferred to Kronospan, are free from defects in workmanship, installation and design;
 - (g) obtain and at all times maintain all necessary licences and consents;
 - (h) comply with all Applicable Laws;
 - (i) observe all health and safety rules and regulations and any other security requirements that apply at any of Kronospan's premises; and
 - (j) comply with any reasonable instructions and guidelines issued by Kronospan from time to time that relate to the performance of the Services.
- 6.2 When the Supplier is performing the Services under the Contract time is of the essence subject to any extensions agreed in writing by Kronospan.
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7 Prices and Payment

- 7.1 The price (and currency) of the Goods and/or Services must be stated in the Order (and the currency will be Australian Dollars unless stated otherwise in the Order). The price is inclusive of all packaging, packing, labelling, insurance and delivery costs and all other costs incurred by the Supplier in relation to the Goods and their delivery unless otherwise specified in the Order.
- 7.2 All sums payable under the Contract are exclusive of GST which will be added if appropriate at the rate prevailing at the relevant tax point but inclusive of any other applicable tax or duty payable upon such sums. GST, where applicable, will be payable by Kronospan subject to the submission of a valid GST invoice to Kronospan by the Supplier.

- 7.3 The Supplier must only invoice Kronospan on or after delivery of the Goods or completion of the performance of the Services and invoices submitted early will be deemed received on the date of delivery of the Goods or date of completion of the performance of the Services. Invoices will be in such form as Kronospan reasonably specifies from time to time and will be addressed to the Accounts Department at the address for Kronospan set out in the Contract. Kronospan's Order number must be quoted clearly on all invoices, correspondence and advice notes.
- 7.4 Unless otherwise stated in the Order, Kronospan must pay the price of the Goods and/or Services within 90 days of the date of receipt by Kronospan of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 7.5 Any delay by the Supplier in providing a correctly rendered invoice for any reason does not prejudice Kronospan's right to an early payment discount or other preferential payment terms agreed between Kronospan and the Supplier.
- 7.6 Notwithstanding clause 7.5 above, if agreed between the parties or stated the Order or Contract, three percent will be discounted from the total amount of the invoice where Kronospan pays the price of the Goods and/or Services:
- (a) on or before the 15th day of a month where the correctly rendered invoice is received on or before the 15th day of the preceding month; or
 - (b) on or before the last day of a month where the correctly rendered invoice is received after the 15th day of the preceding month.
- 7.7 If Kronospan fails to pay any amount properly due and payable by it under the Contract, the Supplier has the right to charge interest on the overdue amount at the rate of two per cent per annum above the cash rate for the time being of Reserve Bank of Australia accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This Condition does not apply to payments that Kronospan disputes in good faith.
- 7.8 The prices charged by the Supplier to Kronospan must not exceed those prices charged by the Supplier to any other customer purchasing the same or similar goods and/or services in the same or smaller quantities and Kronospan will be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier.
- 7.9 If the price is stated in the Order to be on a "time and materials" or "cost plus" basis or similar the Supplier must give Kronospan reasonable access to all documents and information in the Supplier's possession or under its control to enable Kronospan to reasonably satisfy itself that the amount charged by the Supplier is properly and correctly charged in accordance with the Contract and in default Kronospan will be entitled to withhold payment of the disputed portion of the invoice until such default is rectified to the reasonable satisfaction of Kronospan.
- 7.10 A party may not set off any amounts against payments due to the other party under this Contract without the other party's prior written consent (acting reasonably).
- 7.11 Any money paid by Kronospan to the Supplier in respect of any Goods rejected under these Conditions together with any additional expenditure over and above the price specified in the Order reasonably incurred by Kronospan in obtaining other goods in replacement of any rejected Goods must be paid by the Supplier to Kronospan within fourteen days of the date of Kronospan's notice demanding the same or, at Kronospan's sole option, will be deducted from the money still to be paid by Kronospan to the Supplier in relation to such Goods.
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8 Warranties

- 8.1 Where Goods or Services are supplied with the benefit of a specific warranty in the Order, such warranty applies in addition to the obligations set out in clause 6.1 and the undertakings, representations and warranties set out in clause 8.2.
- 8.2 The Supplier undertakes, represents and warrants to Kronospan that the Goods to be provided by the Supplier will:

- (a) be accompanied with accurate, complete and comprehensible instructions for the treatment, assembly, use and/or storage of the Goods;
- (b) conform to the Specification and with any instructions of Kronospan, and will otherwise meet the requirements of the Order and this Contract;
- (c) be of satisfactory quality, free from defects in materials and workmanship and fit for their intended purpose (whether such purpose is implied or expressly stated in the Specification, Orders or Contract) for the maximum period reasonably expected for goods of that kind. Unless stated otherwise in the Order, the parties agree this period is the greater of:
 - (i) three (3) years; and
 - (ii) any longer warranty or guarantee period provided by law,
 from the date of delivery to Kronospan unless such a period would be unreasonable in the circumstances.
- (d) be free from design and other inherent defects (save to the extent that the Goods have been supplied in accordance with designs of Kronospan) for the maximum period reasonably expected for goods of that kind. Unless stated otherwise in the Order, the parties agree this period is the greater of:
 - (i) three years; and
 - (ii) any longer warranty or guarantee period provided by law unless such a period would be unreasonable in the circumstances.

from the date of delivery to Kronospan unless stated otherwise in the Order;

- (e) be free of Security Interests;
- (f) comply with all Applicable Laws; and
- (g) conform strictly as to quality, quantity and description with any samples provided by the Supplier for the purpose of supply of Goods of that type.

8.3 The Supplier must use its best endeavours to transfer or assign to Kronospan or otherwise obtain for the benefit of Kronospan any guarantee, warranty or other confirmation of quality, title or fitness for purpose given by any manufacturer of the Goods in respect of the Goods (or part thereof) to the extent that the same is capable of such transfer or assignment to Kronospan or otherwise providing such benefit for Kronospan.

8.4 The Supplier must comply with all Applicable Laws in performing its obligations under this Contract.

8.5 Where there is any breach of the Supplier's warranty in the Order, clause 6.1 or clause 8.2 above or if any obligation, warranty or requirement imposed by, given or stated in the Contract in respect of the Goods or Services is not complied with, or the Goods or any instalment of the Goods are not delivered at the specified time or the Goods delivered are damaged Kronospan is entitled and without prejudice to any other right or remedy Kronospan may have to take one or more of the following actions to:

- (a) cancel the Contract and treat the Contract as having never been entered into by the Supplier;
- (b) reject the relevant Goods (in whole or in part) and any Goods already delivered which cannot be effectively and commercially used by reason of the non-delivery of any undelivered Goods;
- (c) refuse to accept any subsequent delivery of the Goods;
- (d) recover from the Supplier any costs reasonably incurred by Kronospan in obtaining substitute goods or services from another supplier;
- (e) require the Supplier at its sole cost to replace, repair the Goods or carry out such work

as is necessary within 14 days so that the Goods conform to the Contract, Order and Specification whereupon the Supplier's warranty in the Order and clause 8.2 will continue to apply;

- (f) require the Supplier at its sole cost to re-execute the Services in accordance with the Contract, Order and Specification within seven days whereupon the Supplier's warranty in the Order and clause 6.1 continues to apply;
- (g) treat this Contract as discharged (in whole or in part) by the Supplier's breach and:
 - (i) delay payment of the price for the affected Goods and Services until the requirements of this Contract, Order and any Specification are entirely fulfilled;
 - (ii) refuse to pay for the affected Goods or Services; or
 - (iii) require the repayment of any part of the price of the Goods or Services which Kronospan has paid for the affected Goods or Services whether or not Kronospan has previously required the Supplier to repair the Goods, supply any replacement Goods or re-execute the Services; and/or
- (h) claim such damages as may have been incurred by Kronospan as a result of the Supplier's breach of the Contract.

8.6 If Kronospan claims that an Order has not been fulfilled or has been incorrectly fulfilled the Supplier is deemed to accept the validity of the claim unless it serves written notice on Kronospan disputing the said claim and stating the reasons for its dispute within seven days of the date of the said claim.

8.7 If Kronospan exercises any right under this clause 8 of these Conditions Kronospan may (acting reasonably) require the Supplier to collect the relevant Goods forthwith or return the Goods to the Supplier at the Supplier's cost.

8.8 Kronospan's rights under these Conditions are in addition to any statutory remedies available to Kronospan.

9 Product Recall

9.1 The Supplier must immediately notify Kronospan in writing providing all relevant details if it discovers that there is:

- (a) any defect in the Goods which have been delivered to Kronospan at any time; or
- (b) any error or omission in the instructions for the use and/or assembly of the Goods;

(whether or not any such defect, error or omission represents a breach of the warranty in clause 8.2 or any other Condition) which causes or may cause any risk of death, injury or damage to property.

9.2 Kronospan may at its discretion and at the Supplier's own cost:

- (a) recall any Goods or any other products into which the Goods have been incorporated already sold by Kronospan to its customers (whether for a refund, credit or replacement which in each case must be undertaken by the Supplier at Kronospan's option); and/or
- (b) issue any notification whether in writing or otherwise to its customer about the manner of use or operation of any Goods or any other products into which the Goods have been incorporated already sold by Kronospan to its customers,
- (c) in each case on the basis of the identification whether by Kronospan, its customers or any third party of any defect in the relevant Goods or any error or omission in the instructions for their use or assembly (whether or not that defect, error or omission represents a breach of the warranty in clause 8.2 above or any other Condition) which Kronospan reasonably concludes affects or may affect any of the Goods supplied which causes or may cause any risk of death, injury or damage to property.

10 Indemnity

- 10.1 Without prejudice to Kronospan's other rights and remedies the Supplier indemnifies and keeps Kronospan indemnified in full against all actions, claims, demands, proceedings, liabilities, costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Kronospan as a result of or in connection with:
- (a) any claim made against Kronospan by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods or Services, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
 - (b) any claim made against Kronospan by a third party arising out of, or in connection with, the supply of the Goods or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors;
 - (c) any claim made against Kronospan for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services;
- 10.2 The Supplier must provide all facilities, assistance and advice reasonably required by Kronospan or its insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance, or purported performance of, or failure to perform, the Contract.

11 Insurance

- 11.1 The Supplier must at its own cost (and must ensure that subcontractors of the Supplier at their own cost) effect and keep in place with reputable insurers such insurance policies as are appropriate and adequate having regard to its obligations and liabilities under the Contract including but not limited to product liability, public liability, mandatory workers compensation insurance, cyber security insurance and professional indemnity insurance.
- 11.2 The Supplier must (and must ensure that subcontractors of the Supplier) on the written request of Kronospan, from time to time, provide Kronospan with reasonable details of the insurance maintained in force in accordance with these Conditions.
- 11.3 The Supplier must not (and must ensure that its subcontractors do not) do anything to invalidate any of the policies maintained in force in accordance with this clause 11 .
- 11.4 Without limiting clause 11.1, the minimum amount of the insurances required to be maintained for the purposes of this clause 11 (unless otherwise agreed or stated in an Order or Contract) is:
- (a) products and public liability insurance - \$5 million per claim and \$20 million in annual aggregate;
 - (b) professional indemnity insurance (in respect of applicable services) - \$5 million per claim and \$5 million in annual aggregate; and
 - (c) workers compensation insurance as required by law.

12 Confidentiality

- 12.1 Each party must keep and procure to be kept secret and confidential all information disclosed or obtained as a result of the relationship of the parties under the Contract and must not use nor disclose the same save for the purposes of the proper performance of the Contract or with the prior written consent of the other party.
- 12.2 The obligations of confidentiality in this clause 12 do not extend to any information which the receiving party can show is in, or has become part of, the public domain other than as a

result of a breach of the obligations of confidentiality under these Conditions; was in its written records prior to entering into the Contract and not subject to any confidentiality obligations; was independently disclosed to it by a third party entitled to disclose the same or is required to be disclosed under any applicable law, rule of a stock exchange or by order of a court or governmental body or authority of competent jurisdiction.

- 12.3 A party must not make any announcement or otherwise publicise the existence of or disclose to any person the provisions of the Contract without the prior written consent of the other party (acting reasonably).
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13 Intellectual Property

- 13.1 All materials including tools, jigs, special tackle, patterns, plates, designs and any Specifications supplied by Kronospan, and any copies made by or for the Supplier is the property of Kronospan, will remain Kronospan's property, must only be used for the purposes of this Contract, must be treated by the Supplier as strictly confidential and must be returned by the Supplier as strictly confidential and must be returned by the Supplier immediately on request to Kronospan at the Supplier's sole risk and cost and in the case of items for which Kronospan has provided only part of the cost, upon payment of the remainder of such cost. The Supplier indemnifies and keeps Kronospan indemnified against any loss or damage to materials supplied by Kronospan whilst in the Supplier's possession.
- 13.2 Any and all Intellectual Property created or acquired in the course of or as a result of any work carried out by the Supplier under or in pursuance of the Contract, from the date of their creation or acquisition by the Supplier and otherwise promptly upon request by Kronospan, belongs exclusively, throughout the world, to Kronospan.
- 13.3 The Supplier either grants or must procure the grant of an adequate licence or sub-licence to Kronospan at no extra cost, of any Intellectual Property which the Supplier does not own, incorporated or utilised in any work done by the Supplier for Kronospan in pursuance of the Contract sufficient to enable Kronospan to make full use of such work and to repair, update or maintain the work in which such results are incorporated.
- 13.4 The Supplier hereby agrees and undertakes promptly at the request of Kronospan, but at its own cost, to do all such acts or deeds and execute all such documents as may be required by Kronospan to give effect to the provisions and intentions of this clause 13.
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14 Termination

- 14.1 Kronospan may immediately terminate the Contract by giving notice in writing to the Supplier if any one or more of the following events happens:
- (a) the Supplier commits a material breach of any of its obligations under the Contract which is incapable of remedy;
 - (b) the Supplier fails to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under the Contract after having been required in writing to remedy or desist from such breach within a period of seven days;
 - (c) an Insolvency Event occurs in relation to the Supplier or any of its partners but only to the extent that termination or enforcement of rights based on such an event is not stayed or restricted by the Corporations Act or other Applicable Law;
 - (d) the Supplier:
 - (i) suspends, or threatens to suspend, payment of its debts (whether principal or interest);
 - (ii) has any steps taken by a secured lender to obtain possession of the property on which it has security or otherwise to enforce its security;
 - (iii) has any distress, execution or sequestration or other such process levied or enforced on any of its assets which is not discharged within 14 days of it being

levied;

- (iv) where has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the events in this clause 14.1(c) and/or 14.1(d) and/or
- (v) ceases, or is threatening to cease, to carry on all or a substantial part of its business.

14.2 The Supplier may immediately terminate the Contract by giving notice in writing to Kronospan if any one or more of the following events happens:

- (a) Kronospan commits a material breach of any of its obligations under the Contract which is incapable of remedy;
- (b) Kronospan fails to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under the Contract after having been required in writing to remedy or desist from such breach within a period of seven days;
- (c) an Insolvency Event occurs in relation to Kronospan but only to the extent that termination or enforcement of rights based on such an event is not stayed or restricted by the Corporations Act or other Applicable Law;
- (d) Kronospan:
 - (i) suspends, or threatens to suspend, payment of its debts (whether principal or interest);
 - (ii) has any steps taken by a secured lender to obtain possession of the property on which it has security or otherwise to enforce its security;
 - (iii) has any distress, execution or sequestration or other such process levied or enforced on any of its assets which is not discharged within 14 days of it being levied;
 - (iv) where has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the events in this clause 14.2(c) and/or 14.2(d) and/or
 - (v) ceases, or is threatening to cease, to carry on all or a substantial part of its business.

14.3 The termination of the Contract will be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.

14.4 Upon termination of the Contract:

- (e) (subject to clause 14.3) the relationship of the parties will cease save as (and to the extent) expressly provided for in this clause 14.4;
- (f) any provision which expressly or by implication is intended to come into or remain in force on or after termination will continue in full force and effect;
- (g) the Supplier must immediately return to Kronospan (or if Kronospan so requests by notice in writing, destroy) all of Kronospan's property in its possession at the date of termination including all confidential information, together with all copies of such confidential information and must certify that it has done so, and will make no further use of such confidential information; and
- (h) all Contracts and Orders outstanding are terminated unless the parties otherwise agree in writing.

15 Assignment, Sub-Contracting and Third Party Rights

15.1 The Contract is personal to the Supplier. The Supplier must not assign, novate, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and

responsibilities under the Contract without the prior written consent of Kronospan (such consent not to be unreasonably withheld, delayed or conditioned).

- 15.2 If any such consent is given it does not relieve the Supplier from any obligation under the Contract and the Supplier will be responsible for all acts and omissions of any sub-contractor, assignee, transferee or charge as if they were the acts or omissions of the Supplier.
- 15.3 Kronospan must not assign, novate, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract at any time without the prior written consent of the Supplier (such consent not to be unreasonably withheld, delayed or conditioned).
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16 Health and Safety

- 16.1 The Supplier must comply with, and must ensure its employees, agents and sub-contractors comply with, all applicable policies, site regulations, instructions and safety rules of Kronospan and with all Applicable Laws. All such personnel working on Kronospan's premises must first report to Kronospan's engineer, production manager or such other employee (as identified to the Supplier) before the commencement of any work.
- 16.2 The Supplier warrants that the Goods or materials to be supplied in accordance with the Order will be safe and without risk to health or environment when properly used and the Supplier must provide all necessary information in connection with the design, testing and use of them (whether or not such information has been requested by Kronospan).
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17 Anti Bribery

- 17.1 The Supplier undertakes that it:
- (a) It will comply and remain compliant with all Anti-Bribery and Corruption Laws ;
 - (b) has not committed any offence under the Anti-Bribery and Corruption Laws (**Bribery Offence**);
 - (c) has not been formally notified that it is subject to an investigation relating to an alleged Bribery Offence or prosecution under Anti-Bribery and Corruption Laws; and
 - (d) is not aware of any circumstances that could give rise to an investigation relating to an alleged Bribery Offence or prosecution under the Anti-Bribery and Corruption Laws.
- 17.2 The Supplier agrees that it:
- (a) has in place, and will maintain until termination of the Contract, adequate procedures designed to prevent persons associated with the Supplier (including an employee, sub-contractor, agent or other third party working on behalf of the Supplier (**Associated Person**)) from committing a Bribery Offence;
 - (b) will comply with Anti-Bribery and Corruption Laws and will not, and will procure that no Associated Person will, commit any Bribery Offence or any act which would constitute a Bribery Offence;
 - (c) will not do or permit anything to be done which would cause Kronospan or any of Kronospan's employees, sub- contractors or agents to commit a Bribery Offence or incur a Bribery Offence or incur a liability in relation to the Anti-Bribery and Corruption Laws; and
 - (d) will notify Kronospan immediately in writing if it becomes aware or has any reason to believe that it has, or any of its Associated Persons have, breached or potentially breached any of the Supplier's obligations under these Conditions, such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.

18 Non-solicitation

- 18.1 The Supplier must not directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of Kronospan or any of its Affiliates or any of Kronospan's key suppliers other than the Supplier insofar as they relate to the provision of the Goods and/or Services, any employee of such party. The Supplier will not be in breach of this clause 18.1 as a result of running a bona fide advertising campaign open to all comers and not specifically targeted at any of the employees of the parties listed in this clause 18.1. Kronospan holds the benefit of this clause on trust for its Affiliates.
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19 General

- 19.1 The Supplier must not exercise any right of lien, general or otherwise and howsoever arising, over any Goods or any other property of Kronospan in the Supplier's possession, in respect of any sums owed by Kronospan to the Supplier under the Contract or otherwise.
- 19.2 Nothing in the Contract creates, or is deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties and no employee of the Supplier will be deemed to be or have become an employee of Kronospan.
- 19.3 No purported alteration or variation of the Contract or these Conditions has effect unless it is in writing, refers specifically to the Contract and is signed by a duly authorised representative of each of the parties to the Contract.
- 19.4 The waiver by either party of any breach of the Contract does not prevent the subsequent enforcement of that provision and will not be deemed to be a waiver of any subsequent breach of that or any other provision. Any waiver of any breach of the Contract must be in writing.
- 19.5 If at any time any part of the Contract is held to be or becomes void or otherwise unenforceable for any reason under any Applicable Law, the same will be deemed omitted from the Contract and the validity and/or enforceability of the remaining provisions of the Contract will not in any way be affected or impaired as a result of that omission.
- 19.6 Any notice or other communication required to be given to a party under or in connection with this Contract must be in writing.
- 19.7 Notices may be served in the ways set out below at the addresses set out in the Contract or at such other address as the relevant party may give notice to the other party for the purpose of service of notices under the Contract and, the following table sets out the respective deemed time and proof of service:

Manner of Delivery	Deemed time of delivery	Proof of Service
Personal delivery.	On delivery, provided delivery is properly addressed and delivered between 9.00am and 5.00pm on a Business Day.	Properly addressed and delivered
Prepaid first class recorded delivery domestic postal service	9.00am on the second Business Day after posting	Properly addressed prepaid and posted
Prepaid international air postal service	9:00am on third Business Day after posting	Properly addressed prepaid and posted

20 Law and Jurisdiction

- 20.1 The Contract, these Conditions and any issues, disputes or claims arising out of or in connection with either of them (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) are governed by and are to be construed in accordance with the laws applicable in New South Wales, Australia.
- 20.2 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales, Australia.