

TERMS AND CONDITIONS OF SALE FOR GOODS AND/OR SERVICES

1. Application of Terms and Conditions

a. These terms and conditions of sale apply to and govern all tenders and quotations submitted by, all orders placed with, and all contracts entered into by REXEL Australia Limited ("REXEL") whereby goods and/or services are supplied, provided and/or delivered ("supply" or "supplied") by REXEL ("Agreement"). b. Any Agreement may be varied only with REXEL's prior written consent. c. To the extent that any conflict exists between these terms and conditions of sale (or as they may be varied in accordance with this clause 1) and any other documentation or correspondence forming part of any Agreement these terms and conditions of sale (or as they may be varied in accordance with this clause 1) shall be paramount and prevail. d. Any order or offer made by any purchaser shall not be binding on REXEL until accepted by REXEL in writing or in such manner as REXEL in its sole discretion determines. e. A tender or quotation submitted by REXEL may at any time prior to acceptance of an offer by REXEL in respect of the supply of goods and/or services be varied or withdrawn by REXEL. Clerical, typing or other errors made in, or in respect of, any tender or quotation shall be subject to correction by REXEL and the corrected tender or quotation shall apply. f. To the extent that there is any inconsistency existing between any terms and conditions appearing in a purchaser's order and these terms and conditions of sale then these terms and conditions shall only apply and the acceptance by a purchaser of the supply by REXEL of goods and/or services the subject of such an order shall constitute an acceptance by the purchaser of the supply by REXEL of such goods and/or services solely on these terms and conditions of sale. g. These terms and conditions of sale replace in their entirety any previous terms and conditions of sale published, issued or used by REXEL or any division or subsidiary of REXEL.

2. Period of the Quotation or Tender Subject to clause 1(e) a quotation or tender submitted by REXEL shall remain valid for 30 days from the date of such quotation or tender.

3. Price a. The prices quoted by REXEL for the supply of goods include, as appropriate but subject to the other provisions of this clause 3 and clause 5(a), the cost of transport to the agreed place of delivery. b. The prices quoted by REXEL for the supply of goods and/or services exclude goods and services tax ("GST") and the purchaser must also pay to REXEL an additional amount in respect of the impact of the GST on REXEL, calculated by multiplying the price by the prevailing GST rate. c. Any additions or increases in the cost of the supply of goods and/or services as a result of any additions or increases in charges, taxes (including the rate of GST) or costs associated with manufacture or supply of goods and/or services by REXEL, including without limitation increases due to variations in exchange rates, the cost of materials or labour and/or the cost of conforming with any relevant legislation, court orders, regulations or bylaws, between the date of REXEL's relevant quotation or tender or, where there is no such quotation or tender, from the date of REXEL's acceptance of the purchaser's order, as the case may be, and the date of supply of the relevant goods and/or services shall be borne by the purchaser. d. The prices quoted by REXEL shall only apply to the specific goods and quantities of goods specified in such quotation or tender or accepted order. e. Unless otherwise stipulated all references to dollars are references to the lawful currency of Australia.

4. Payment a. The purchaser shall be invoiced at the time of delivery of goods or supply of services as stated in REXEL's quotation or tender from time to time or, as REXEL in its sole discretion considers appropriate. b. All invoices shall be due and payable within 30 days of the date of invoice, or as REXEL in its sole discretion considers appropriate. c. The purchaser shall pay interest to REXEL on all moneys outstanding from the date 30 days after the date of invoice ("the interest date") calculated at monthly rests at the rate of the maximum per annum Reference Lending Rate published by the Commonwealth Bank of Australia Limited from time to time on the interest date plus 2%. Payments received by REXEL shall be credited first against any interest accrued. d. The purchaser shall not (nor shall it be entitled to) set off or deduct from any amount payable to REXEL under any Agreement, any amounts payable by REXEL to the purchaser under these terms and conditions of sale or any Agreement.

5. Delivery a. Unless otherwise agreed, where the purchaser has nominated in writing an address to REXEL ("the nominated address"), REXEL shall deliver the goods to the nominated address. b. REXEL shall not be responsible for unloading goods at the point of delivery. c. Where goods are to be delivered to a nominated address REXEL shall be deemed to have delivered the goods in accordance with the contract if it obtains a receipt or signed delivery docket for the goods from any person at that address. d. If a nominated address is unattended or if delivery cannot otherwise be effected or the goods cannot be despatched due to any act, matter or thing beyond the control of REXEL, REXEL in its sole discretion may store the goods at the purchaser's risk and expense or take such other steps as it considers appropriate. e. REXEL reserves the right to refuse to supply goods and/or services under an Agreement if a purchaser is in default of any of its payment obligations under any one or more Agreements. f. REXEL reserves the right to choose or vary the means, route and procedure of delivery, transport and handling of goods. If the purchaser requires a different means, route or procedure, the cost of delivery shall be borne by the purchaser notwithstanding any other provision of these terms and conditions of sale. g. REXEL may supply goods and/or services in instalments and these terms and conditions of sale shall apply to each supply of goods and/or services by instalments as if each instalment constituted supply under a separate Agreement and in particular the purchaser shall pay REXEL for each instalment of goods and/or services so supplied irrespective of any failure or delay in the supply of any other instalment of goods and/or services. h. The risk of loss or damage to goods shall pass to the purchaser at the time of delivery or when the purchaser is notified that the goods are available for dispatch, as the case may be. i. REXEL shall make all reasonable efforts to meet any date for supply of goods and/or services agreed between REXEL and the purchaser. Where a delay in supply is caused by any act, matter or thing beyond the control of REXEL, including without limitation a variation requested by the purchaser, the time for supply shall be extended by a period agreed between REXEL and the purchaser or, failing such agreement, by a reasonable period. In no event shall REXEL incur any liability due to any failure on its part to supply goods and/or services by an agreed date. j. REXEL may in its discretion supply goods and/or services prior to any agreed date for such supply (including any extensions of that date).

6. Claims a. No claim in relation to damaged goods or shortage of volume, length, quantity or weight may be made unless such claim is made by the purchaser in writing to REXEL within 7 days of delivery of the goods to the purchaser. b. REXEL's only liability for any such loss or damage shall be, in its sole discretion, to replace or repair goods lost or damaged or pay for such goods to be replaced or repaired. c. (i) Goods may only be returned for credit upon the written agreement of REXEL and in any event after the expiration of the earlier of a reasonable time after the purchaser has had a reasonable opportunity to inspect the goods and 60 days from the date of original invoice. In all cases the original invoice or delivery docket must be quoted and return freight must be prepaid by the purchaser. (ii) Goods specifically ordered by REXEL for the purchaser will not be accepted for credit. (iii) REXEL reserves the right to charge a restocking fee on goods accepted for credit. (iv) All goods returned for credit must be in their original pack and in a completely resalable condition. (v) REXEL reserves the right to impose special conditions on the return of cable.

7. Packing The prices include the cost of packing the goods in accordance with REXEL's standard practice. If the purchaser requires the goods to be provided in any other manner the cost of the packing shall be the responsibility of the purchaser.

8. Warranty a. Subject to clause 8(b) REXEL warrants that goods or services supplied by it: (i) where the Agreement is one for the supply of goods only, for a period of 12 months from the date of delivery or dispatch, as the case may be, or where such delivery or dispatch is delayed due to any act, matter or thing beyond the control of REXEL a period of 12 months from the date on which the purchaser is notified that the goods are ready for delivery or dispatch, as the case may be, whichever is the earlier; or (ii) where the Agreement includes services for installation, erection or commissioning, for a period of 12 months from the time of taking over; or (iii) where the Agreement includes services for repairs, for a period of 3 months from the date of completion of such services will under proper use in the case of goods, be free from any defects in construction or operation arising solely from faulty design, manufacture or workmanship on the part of REXEL and, in the case of services, be free from defects in design, performance, workmanship and materials used in providing such services. b. The warranty referred to in clause 8(a) does not apply to goods where: (i) the defect arises from materials supplied by the purchaser or a design or drawings provided by the purchaser; (ii) the defect arises from ordinary wear and tear, excessive heating, neglect or misuse by the purchaser, accident, lack of care, incorrect installation by a party other than REXEL including connecting goods to an incorrect power supply, insufficient maintenance or improper use of goods; (iii) the defect arises from any act, matter or thing beyond the control of REXEL; (iv) the purchaser has in any way modified, serviced or repaired the goods without REXEL's prior written consent; (v) the purchaser has not complied with any written or oral instructions from REXEL concerning the operation and maintenance of the goods; or (vi) the purchaser is in default in the observance or performance of any other provisions of the Agreement to which such goods relate. c. The goods or any parts or components used in

providing the services shall be warranted by REXEL only to the extent that they are warranted by the supplier or manufacturer of them and REXEL is able to pass on the benefit of such warranty to the purchaser. The period of such warranty shall not in any event, however, exceed the applicable period set out in clause 8(a). d. Subject to clause 8(e), REXEL warrants that the services supplied by it shall be provided with due care and skill and that any materials supplied in connection with those services will be reasonably fit for the purpose for which they are supplied. e. Where such a course is permitted by law, the warranty referred to in clause 8(d) will not apply where: (i) REXEL's ability to supply services is adversely affected by: (A) defects in any materials supplied by the purchaser or a design or drawings provided by the purchaser; or (B) any act, matter or thing beyond the reasonable control of REXEL; or (ii) the purchaser is in default in the observance or performance of any provision of the Agreement to which such services relate. f. Where the purchaser acquires goods under an Agreement for the purpose of resupply (including by way of hire or rental) to a consumer within the meaning of the TPA, the purchaser shall ensure that at or before the time such goods are acquired by the consumer it has provided to the consumer a written notice of the current period, if any, during which REXEL's warranty in respect of such goods, as set out in the relevant provisions of this clause 8, is available to the consumer. g. Subject to clauses 8(a), 8(b) and 8(c), REXEL shall: (i) where the Agreement is for the supply of goods at its option repair or replace defective goods at its own expense but REXEL shall have no liability for the cost of the delivery to REXEL and/or removal of the defective goods nor for the cost of re-installation of the goods. (ii) where the Agreement includes services re-provide defective services at its own expense. (iii) (a) where the Agreement includes services for repairs, replace any defective parts supplied by REXEL during the course of such repair without charge for parts or labour; and (b) REXEL will effect any further repair work found to be necessary to satisfy the purchaser's original instructions/complaints without charge for labour but any additional parts required will be charged at REXEL's then prevailing prices.

9. Limitation of Liability a. Subject only to clauses 6, 8 and 9(d) and notwithstanding any other provision of this or any Agreement or otherwise, if any liability on the part of REXEL arises to or in favour of the purchaser (whether in contract, tort or otherwise) for any loss, damage, harm or injury arising out of or in any way connected with the supply of or failure in the provision of or the purported supply of goods and/or services by REXEL, REXEL's liability for all such loss, damage, harm or injury in all and any circumstances shall be limited in aggregate to the payment by REXEL of a sum not exceeding 5% of the monies payable to REXEL pursuant to the relevant Agreement. b. Any purchaser of goods or services from REXEL agrees to release, hold, harmless and indemnify REXEL from and against all liabilities, claims, damages, losses, costs and expenses of whatsoever nature and however occurring including without limitation loss of market, loss of profit, loss of use, loss of production or for any financial or economic loss including indirect or consequential loss or damage which may be suffered by the purchaser or by any third party arising out of or in any way connected with the supply of the goods or the performance of services by REXEL, by reason of breach of these terms and conditions of sale, or of statutory duty or by reason of tort (including but not limited to negligence). c. Except as otherwise expressly provided in these conditions and subject to clause 9(d), all statements, representations, provisions, conditions, promises, undertakings, covenants and other provisions, express or implied (and whether implied by law or otherwise) relating to any quotations or tenders submitted by REXEL, orders accepted by REXEL, goods (whether as to their quality or merchantability, fitness for any purpose, correspondence with any description or sample or otherwise) and/or services or their supply, being provisions which might otherwise form part of these terms and conditions of sale or any Agreement or be collateral to form part of any agreement that is collateral to these terms and conditions of sale or any Agreement, are hereby excluded in their entirety and are of no effect whatsoever. d. **These terms and conditions of sale do not, and no provision of these terms and conditions of sale will or purports to exclude, restrict or modify or have the effect of excluding, restricting or modifying: (i) the application in relation to the supply of goods and/or services of any provision of the TPA; (ii) the exercise of any right conferred by any such provision; or (iii) any liability of REXEL for breach of a condition or warranty implied by any such provision.** e. Where REXEL is permitted under the TPA to limit its liability for breach of a condition or warranty that is implied by the TPA, REXEL's liability shall be limited at REXEL's sole discretion to: (A) in the case of goods: (1) the replacement of the goods or the supply of equivalent goods; or (2) the repair of the goods; (3) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (4) the payment of the cost of having the goods repaired; (B) in the case of services: (1) the supply of the services again by REXEL; or (2) the payment of the cost of having the services supplied again. f. To the full extent permitted by law: (i) the purchaser acknowledges that it relies on its own skill and judgment in relation to goods and/or services supplied to it by REXEL; and (ii) REXEL shall be under no liability for any unsuitability for any purpose of the goods irrespective of any knowledge which it may possess as to the purpose for which the goods were required by the purchaser unless that purpose has been specifically notified to REXEL in writing prior to the formation of the relevant Agreement. (iii) All liability of REXEL shall cease at the end of the warranty period as stated in clause 8(a) and no claim shall be made against REXEL after that date.

10. Passing of Title a. Notwithstanding that the purchaser has possession of the goods, title to the goods remains with REXEL, and no legal or equitable interest or property in the goods whatsoever will pass to the purchaser, until the full amount for the goods has been paid and there is no money owing by the purchaser to REXEL for any other goods delivered by REXEL or on any account whatsoever. Until title and property in the goods passes, the purchaser must hold the goods as bailee for REXEL, mark the goods or store them separately and keep all necessary records so that the goods can at all times be identified and distinguished as the property of REXEL, and refrain from mixing or intermingling the goods with any goods owned by the purchaser or by any other person. b. Where title and property in any particular goods has not passed, the purchaser may nevertheless dispose of those goods to a bona fide sub-purchaser ("sub-purchaser") provided that: (i) such disposals are in the ordinary course of the purchaser's business; and (ii) no event as specified in clause 14(a) has occurred. The purchaser must not deal with those goods if both conditions are not met. It is agreed that by the disposal of such goods, the purchaser assigns to REXEL (the assignment being absolute and not by way of security) all monetary proceeds received by or on behalf of the purchaser in respect of the goods. c. The purchaser must observe the following fiduciary obligations with respect to any disposal of goods to a sub-purchaser authorised by clause 10(b): (i) the purchaser must maintain records of all disposals of the goods and must permit inspection of these records by REXEL promptly upon request; and (ii) the purchaser must hold the assigned proceeds on trust for REXEL and separate from its own monies, and must account to REXEL for those proceeds. The total debts owing by the purchaser to REXEL will be reduced by the proceeds of sales for which the purchaser has accounted to REXEL in accordance with this clause 10(c). If these proceeds exceed the total debts owing by the purchaser to REXEL at any time, the purchaser is entitled to receive an amount equivalent to the amount of this excess as commission. d. If the purchaser produces a product ("the Product") that utilises or incorporates any of the goods as a component of the Product, the terms of this clause 10(d) pertaining to title and proceeds apply in the following manner: (i) in the case of goods that can be removed from the Product without destroying or seriously injuring the goods or other components of the Product, the terms of clause 10 apply to the relevant goods without modification except for the references in clause 10(b) and (c) to proceeds, which are to be read as if these references were to the portion of each Product's proceeds attributable to the value of the incorporated good; (ii) in the case of goods that cannot be removed from the Product without destroying or seriously injuring the goods or other components of the Product, the terms of this clause 10 apply subject to the modification that REXEL becomes a co-owner of the Product at the time the relevant goods are incorporated into the Product, and REXEL's co-ownership share being in the proportion that the value of the goods bears to the value of the other components of the Product. The terms of this clause 10 apply subject to the references to the goods in clause 10 being read as references to REXEL's co-ownership share of the Product. e. The purchaser indemnifies REXEL against any claim, action, damage, loss, liability, cost, expense, outgoing or payment which REXEL suffers, incurs or is liable for in respect of REXEL's exercise of its rights under this clause 10.

11. Drawings, Documentation and Information a. Any descriptive and shipping specifications, illustrations, drawings, data, dimensions and weights, either submitted by REXEL with a quotation or tender or otherwise provided by REXEL to the purchaser, are illustrative and approximate only and do not form part of any Agreement entered into between REXEL and the purchaser unless expressly agreed in writing by REXEL. b. Following REXEL's acceptance of the purchaser's order REXEL shall, if applicable and at the request of the purchaser, supply the purchaser with certified drawings. The cost of REXEL providing such drawings will be borne by the purchaser. c. Drawings which are provided by REXEL to the purchaser for the purchaser's approval shall be returned to REXEL within 7 days from the date of supply to the purchaser. d. If REXEL's quotation or tender requires REXEL to provide initial detailed drawings to the purchaser for approval, except for design errors or omissions on the part of REXEL, any extra costs arising from or as a result of any changes to such drawings or subsequent revisions of them or the provision

of new drawings requested by the purchaser shall be borne by the purchaser. e. Any drawings or other documents submitted and any information supplied by REXEL to the purchaser remains the property of REXEL and constitutes confidential information of REXEL (to the extent that it is not in the public domain) and the purchaser shall keep all such confidential information confidential and shall not use such drawings, documents and information for any purpose other than that stipulated by REXEL nor provide the same to third parties. f. Where any drawings or other documents submitted by REXEL with or as a part of a quotation or tender are not incorporated into an Agreement between REXEL and the party to which such quotation or tender was submitted they shall be returned to REXEL within 7 days of expiry of the quotation or tender or otherwise as reasonably required by REXEL. g. Where drawings and/or other materials referred to in clause 11(a) form part of an Agreement they shall be subject to recognised tolerances.

12. Test and Performance. a. REXEL shall at its own expense carry out its standard tests on the goods together with any tests required by any government or regulatory authorities. Any additional tests required by the purchaser shall be at the purchaser's expense. b. After 7 days' notice that REXEL is ready to conduct any test the test may be conducted by REXEL in the absence of the purchaser who shall be deemed to have been present. c. If the results of the tests are outside any performance limits specified in the agreement REXEL shall be given a reasonable time within which to rectify performance. d. REXEL does not guarantee the performance limits stated in the quotation or tender unless such limits are expressly guaranteed by REXEL in writing.

13. Subject and Limit of the Offer. a. Following its submission of a quotation or tender or its acceptance of an order REXEL shall not be required to comply with any additional standards, specifications, rules or other requirements whatsoever whether proposed by the purchaser or otherwise and if any such additional standards, specifications, rules or other requirements are proposed to apply to such quotation or tender or order REXEL reserves the right to decline to proceed with the quotation or tender or fill the order, vary the quotation or tender or order, or adjust the price of the goods and/or services the subject of the quotation or tender or order, in its sole discretion. b. REXEL shall use all reasonable endeavours to comply with all relevant legislation, court orders, requirements or bylaws having application to the manufacture, delivery and/or supply of goods or services by it. c. Unless expressly stated in a quotation or tender, the price of goods does not include installation, erection or commissioning. d. Any technical assistance provided by REXEL shall be at the purchaser's expense provided that if an Agreement is one for or includes installation, erection or commissioning any technical assistance provided by REXEL pursuant to such installation, erection or commissioning shall be at REXEL's expense. e. Unless expressly stated in a quotation or tender the price of goods and/or services does not include training of the purchaser's employees, servants or agents by REXEL. f. Unless otherwise notified in writing by REXEL to the purchaser goods are of standard design and REXEL shall not be obliged to comply with tender specifications of minor importance to the operation of the goods. g. Drawings and documentation supplied by REXEL shall be standard technical commercial literature.

14. Termination. a. REXEL may terminate any Agreement without notice if the purchaser: (i) is in breach of any term of the Agreement and fails to remedy the breach within 14 days of notice in writing by REXEL specifying the breach and requiring the purchaser to remedy it; (ii) has failed or refused to take delivery of goods the subject of the Agreement and such failure or refusal continues for a period of 14 days after REXEL has notified the purchaser that the goods are ready for delivery or dispatch, as the case may be, and/or the purchaser has failed or refused to allow REXEL to supply services the subject of the Agreement and such failure or refusal continues for a period of 14 days after REXEL has notified the purchaser that it is ready, willing and able to supply such services; or (iii) is declared bankrupt, resolves to go into liquidation or has a petition for bankruptcy or winding up presented against it or enters into a scheme of arrangement with its creditors or if any liquidator, provisional liquidator, administrator, receiver, receiver and manager or official manager is appointed in respect of the purchaser or if anything analogous occurs in respect of the purchaser. b. In the event of such termination REXEL shall, after taking into account payments made by the purchaser to REXEL, be entitled to be paid by the purchaser for work done and expenditure made under the Agreement up to and including the date of termination and any direct and indirect loss suffered by REXEL including without limitation REXEL's loss of profit on the Agreement and the legal costs of REXEL (on a full indemnity basis) incurred in relation to the termination and any prior breach and in exercising any rights and remedies as a consequence of the termination and any prior breach. c. Termination of the Agreement pursuant to this clause 14 shall be without prejudice to the rights of REXEL accruing up to the date of termination.

15. Intellectual Property. a. REXEL's offer, tender or quotation and any subsequent contract may contain information for the purchaser's secret and confidential use based on REXEL's own design and development work and that of REXEL's technical collaborators. The purchaser is hereby bound not to disclose this information to any third party without REXEL's consent in writing. The purchaser is further bound not to make nor have made by any third party any goods described in the offer, tender or quotation and in any drawings, designs, design proposals, photographs, plans, reports, recommendations, specifications or any other visible data accompanying or relating to the offer, tender, quotation and any subsequent contract. b. The supply of goods or services to the purchaser does not constitute a transfer of any intellectual property rights in the goods or services or any part thereof. The purchaser shall not do anything inconsistent with or in infringement of such intellectual property rights including but not limited to the decompilation, disassembly and re-engineering thereof. c. REXEL does not warrant that the supply by it and the use by the purchaser of the goods or services does not and will not infringe the intellectual property rights of any third party whether such rights take the form of letters patent, registered designs, copyright, trade mark rights, or any other similar right. d. Where REXEL or its contractor manufactures the goods or any part thereof or provides the services to the purchaser's design and specifications the purchaser agrees to indemnify and keep indemnified REXEL and its related corporations against all actions, claims, loss, damages, costs and fines that REXEL and/or its related corporations may incur or suffer as a result of a claim by a third party that the manufacture and sale by REXEL of the goods or any part thereof or the provision of the services infringes any intellectual property rights of such third party.

16. REXEL's Obligations. Notwithstanding any other provision of these terms and conditions of sale if the purchaser breaches a term of an Agreement REXEL shall not be bound to perform its obligations under that Agreement until the breach is remedied by the purchaser.

17. Severance. If any provision or part of any provision of these terms and conditions of sale is unenforceable, such unenforceability shall not affect any other part of such provision or any other provision of these terms and conditions of sale.

18. Waiver. Any waiver or purported or implied waiver by REXEL of strict compliance with these terms and conditions of sale shall not be deemed a waiver unless it is in writing and signed by an authorised officer of REXEL and shall not prejudice the rights of REXEL in respect of any breach of these terms and conditions of sale to which such waiver does not specifically relate.

19. Proper Law. All Agreements shall be governed by the laws of New South Wales and the parties agree to submit to the nonexclusive jurisdiction of the courts of that State and the courts of the Commonwealth of Australia having jurisdiction therein.

20. Vienna Convention. The United Nations Convention on Agreements for the International Sale of Goods ("the Vienna Convention") shall not apply to any Agreement entered into between REXEL and the purchaser.

21. Dispute Resolution. Any dispute between the purchaser and REXEL arising out of or in any way connected with an Agreement which is not resolved by the purchaser and REXEL within 14 days of a notice by either party to the other advising that it is a notice pursuant to this clause 21 shall be referred for determination to a person agreed between REXEL and the purchaser or, failing such agreement, to the nominee of REXEL, who shall act as an independent expert and not as an arbitrator and the experts written determination is final and binding on the parties.

22. Export. Goods the subject of an Agreement may have been authorised for export from the United States of America under a restricted distribution licence on condition that such goods may not be reexported to certain destinations, or at all, without the prior approval of US authorities. The purchaser shall not export goods the subject of any such restrictions without first having obtained all necessary consents and approvals, including those of such US authorities.

23. Survivorship. Clauses 6, 8, 9, 10, 15, 19, 21 and 23 shall not merge but survive completion of the Agreement.

24. Force Majeure. Should REXEL be delayed, hindered, or otherwise prevented from complying with the terms of this Agreement by reason of events or circumstances beyond the reasonable control of REXEL including but not limited to Acts of God, wars, riots, strikes, lockouts, trade disputes or labour disturbances, breakdown of plant or machinery, accident, storm, fire, flood, difficulties in obtaining materials, transport or labour or any other circumstances affecting the supply of goods or services, then

REXEL shall not be liable to the purchaser for any loss or damage which may be suffered by the purchaser whether as a direct or indirect result of any such occurrences. Additional Conditions Applicable To Contracts Relating To Or Including Installation, Erection Or Commissioning Of Plant

25. Access To Site. a. The purchaser shall permit REXEL such access to the site as REXEL requires to perform its work under the Agreement and shall take all reasonable measures to avoid interference with the work of REXEL including, without limitation, co-ordinating REXEL's work with that of others on the site. b. The purchaser shall provide without cost to REXEL every facility for the performance of REXEL's work under the Agreement including, without limitation, providing proper foundations to receive the goods the subject of the agreement (in clauses 25 and 27 called "the plant"), adequate cranes, lifting tackle and scaffolding and suitable protection for the plant from the time of delivery until the time of taking over and the proper fencing, lighting and guarding of the plant until the time of taking over. c. The purchaser shall provide without cost to REXEL all electricity, water, gas, fuel and any other supplies necessary for the installation, erection or commissioning of the plant.

26. Tests On Site. a. Where a relevant Agreement provides for tests on site the purchaser shall provide without cost to REXEL all labour, materials, electricity, water, gas, fuel and any other supplies, facilities and/or apparatus necessary to carry out such tests, including without limitation instruments and other such items as may be required by REXEL. b. Site tests shall be carried out within 30 days after completion of installation or erection.

27. Time Of Taking Over. a. A certificate shall be issued to REXEL by the purchaser when satisfactory tests have been completed in accordance with the provisions of the Agreement or when the plant is put into commercial use, whichever is the earlier, and the plant shall be deemed to be taken over by the purchaser at that time. b. Notwithstanding any other provision of these terms and conditions of sale or otherwise the plant shall be deemed to have been taken over by the purchaser at the earlier of the issuing of the certificate referred to in clause 27(a) or the expiry of 2 calendar months after REXEL has given the purchaser written notice that installation and/or erection and/or commissioning (as the case may be) is complete unless site tests carried out by REXEL demonstrate that the plant does not comply with the provisions of the Agreement, except for minor omissions or defects.

28. Refund Policy. REXEL will refund a customer when a. The claim for refund is made within 14 days of the invoice date, b. In the case where the refund relates to a return of goods, the goods must not have been purchased by REXEL specifically to fill a customer order, the goods must be returned in the original packaging (if applicable), the goods must not be damaged, the goods must not have been used or exhibit, in the opinion of a REXEL Manager, any evidence of use, the goods must be accompanied by the original REXEL invoice under which they were purchased by the customer. c. In the case where the refund relates to a claim for incorrect invoicing, the claim must be accompanied by the original invoice which evidences the incorrect pricing. In all cases the final judgement as to whether a claim for a refund should be allowed rests with the REXEL Manager.