

## TERMS AND CONDITIONS FOR PURCHASE

This Agreement consists of the these Terms and Conditions for Purchase (the “**Terms and Conditions**”), purchase order placed by ETEL with Vendor (an “**Order**”) and ETEL’s Technical Specifications/Requirements (the “**Technical Specifications**”), attached as Exhibit A in the Order. In the event of a conflict among any of the foregoing, the following order of precedence shall apply: (1) Terms and Conditions; (2) Order; (3) Technical Specifications.

Vendor and ETEL hereby enter into this Agreement as of the Effective Date pursuant to which the Vendor agrees to provide the Goods and Services to the ETEL in accordance with the terms and conditions set forth herein and in the other documents

### 1. CONTRACT

- 1.1. The Vendor acknowledges that an offer to acquire the Services and/or Goods by ETEL is conditional on the parties’ acceptance of these terms and conditions.
- 1.2. To the extent permitted by Law, any statement, representation or promise made in any document, negotiation or discussion has no effect except to the extent expressly set out or incorporated by reference into this Agreement, and ETEL rejects any and all terms and conditions contained in any of Vendor’s quotes, confirmations, invoices, or other documents.
- 1.3. The Vendor must obtain all permits, approvals and licences required by Law to supply the Goods and perform the Services.
- 1.4. The Vendor must ensure that the Goods and/or Services:
  - (a) comply with the Law, any Quality Standards and applicable international standards;
  - (b) conform substantially in quality, quantity, specification and all other respects with any description provided to ETEL by the Vendor;
  - (c) are accordance with the Agreement;
  - (d) are fit for the purposes for which goods and services of the same kind are commonly intended and for any other purpose made known to the Vendor; and
  - (e) meet the standards that would be expected of a skilled and experienced Vendor who supplies goods and services similar to the Goods and/or Services.
- 1.5. The Vendor must ensure that the Goods:
  - (a) are new, of merchantable quality and free from defects in materials and workmanship;
  - (b) where applicable, are built in accordance with the design Services and are fit for the purposes made known by ETEL to the Vendor;
  - (c) are appropriately labelled upon Delivery in accordance with industry standards or if specified by ETEL, then in accordance with ETEL’s directions;
  - (d) are free from all Security Interests, liens, charges and encumbrances of any kind; and
  - (e) conform to any samples inspected by ETEL prior to or after this Agreement was issued.

- 1.6. In performing its obligations, the Vendor must:

- (a) act reasonably and in good faith, perform the Services in a good and workmanlike manner and generally perform its obligations to the standard of care expected of a Vendor regularly engaged in the business of supplying similar goods and services;
- (b) attend meetings as reasonably requested by ETEL from time to time;
- (c) supply the details of its quality assurance system, the mode and place of manufacture, the source of supply of materials and other components, performance capacities and other related information in respect of the Goods and/or Services; and
- (d) supply ETEL with all documents necessary for ETEL to obtain the full benefit of the Goods and/or Services including but not limited to designs, drawings, operation manuals, manufacturer specifications, warranty documents, engineering, technical and other data.

- 1.7. ETEL or its representatives may inspect the Goods during manufacture with the provision of at least seven (7) days notice, and may inspect or audit the performance of any or all of the Vendor’s obligations under this Agreement, including the Services or results of such Services. No comment, review, representation, inspection, testing or approval by ETEL in respect of the Vendor’s obligations under this Agreement will lessen or otherwise affect those obligations.

- 1.8. Vendor will provide to ETEL a quality control plan, if requested, at an agreed time by both parties. The Vendor must test the Goods in accordance with the quality control plan to ensure that the Goods are fully functional, do not contain any defect and are fit for use. When witnessing is required for factory acceptance testing, the Vendor must give ETEL at least 15 Business Days’ prior written notice of the time, date and place of the test. Unless otherwise expressly set out in this Agreement, all tests and their associated costs are the responsibility of the Vendor.

- 1.9. The parties may agree at any time to vary, amend, increase, decrease, omit or change the quality, character, extent or amount of Goods or Services including any applicable adjustment to the Price or Delivery Date.

- 1.10. ETEL

- 1.11. does not guarantee any minimum purchase or order quantity of Goods or Services under this Agreement. Any forecasts, estimates, or projections of requirements for Goods or Services provided by ETEL are given for information purposes only and shall not constitute a commitment, warranty, or guarantee by ETEL as to the actual quantities of Goods or Services that may be ordered. The Vendor acknowledges that any such forecasts or estimates are non-binding and subject to change at ETEL’s sole discretion.

### 2. DELIVERY AND COMPLETION

- 2.1. The Vendor must at its own cost properly pack and protect all Goods to ensure safe arrival, and safely transport the Goods along appropriate routes, in accordance with industry best practice.
  - 2.2. The Vendor must provide all necessary certificates of conformance, certificates of analysis, test certificates (in English), labels, markings and Material Safety Data Sheets in relation to the Goods.
  - 2.3. Delivery will have occurred only when the Vendor has:
    - (a) delivered the Goods to ETEL's facility; and
    - (b) completed the Services (including the provision of all deliverables and products of the Services and all third party warranties to ETEL) and received written confirmation of completion from ETEL, which shall not be unreasonably withheld.
  - 2.4. The Vendor must achieve Delivery by the Delivery Date and in any case expeditiously and without delay. Time is of the essence in connection with the Delivery Date.
  - 2.5. ETEL:
    - (a) may postpone the Delivery Date for any duration and for any reason with the consent of the Vendor; or
    - (b) may permit a reasonable postponement of the Delivery Date if ETEL, acting in good faith, confirms that a Delay Event occurred, and provided that the Vendor notified ETEL in writing as soon as possible after it became aware, of the cause, expected duration and the Vendor's efforts to minimize the effect of the Delay Event, failing which the Vendor will not be entitled to any postponement of the Delivery Date.
  - 2.6. The Vendor must not subcontract any of its obligations without the prior written consent of ETEL, such consent to not be unreasonably withheld. Despite any consent, the Vendor remains responsible for all acts and omissions of its subcontractors and must ensure that they comply with all applicable terms and conditions of the Agreement. The Vendor shall also give ETEL not less than ten (10) Business Days' prior written notice of any proposed change to, or replacement of, any supplier of parts or raw materials that are intended for incorporation in, or are otherwise necessary for the manufacture or performance of, the Goods and/or Services, and shall provide reasonable particulars of the proposed new supplier(s) with that notice.
- ### 3. DEFECTIVE GOODS AND SERVICES AND WARRANTY
- 3.1. Inspection of Goods upon Delivery: Upon Delivery of the Goods, ETEL shall have a period of thirty (30) days ("**the Inspection Period**") to inspect the Goods for conformity with the specifications, quantity and quality as set out in the Order or Technical Specifications and this Agreement.
  - 3.2. If, during the Inspection Period, ETEL (acting reasonably) identifies any Goods that are damaged, defective, or otherwise do not conform to the requirements of this Agreement, ETEL shall notify the Vendor in writing, providing reasonable details of the non-conformity. Upon receipt of such notice, and without prejudice to any other rights or remedies available to ETEL, ETEL may, at its sole discretion:
    - (a) reject the non-conforming Goods and require the Vendor, at the Vendor's cost, to collect and remove the rejected Goods within ten (10) business days of notification;
    - (b) require the Vendor, at the Vendor's cost, to promptly repair or replace the non-conforming Goods so that they comply with the requirements of this Agreement;
    - (c) accept the non-conforming Goods subject to an agreed reduction in the Price; or
    - (d) ETEL is under no obligation to pay to the Vendor the price of the Goods rejected;
    - (e) cancel the relevant part of the Order for the non-conforming Goods and obtain a full refund of any amounts paid in respect of those Goods.
  - 3.3. If the Vendor fails to repair or replace the non-conforming Goods within a reasonable period, ETEL may, at its option, arrange for the repair or replacement of the Goods by a third party and recover the costs reasonably incurred from the Vendor.
  - 3.4. If ETEL does not notify the Vendor of any non-conformity within the Inspection Period, the Goods shall be deemed accepted by ETEL, subject always to the provisions of the warranty in clause 3.6 below.
  - 3.5. Acceptance of the Goods shall not prejudice any rights ETEL may have in respect of latent defects or under the warranty in clause 3.6.
  - 3.6. The Vendor warrants and represents that the Goods supplied under this Agreement shall be of satisfactory quality, free from defects in design, material, and workmanship, and shall conform in all material respects to this Agreement and the Technical Specifications and if ETEL has not specified any such specifications, then the Goods conform with Technical Specifications and performance specifications represented by the Vendor; The Vendor further warrants that the Services shall be carried out with reasonable care and skill, in accordance with this Agreement and the Technical Specifications, and in compliance with all applicable laws and regulations. If a sample of the Goods has been made available to ETEL, then the Goods conform with that sample unless otherwise agreed in writing with the ETEL.
  - 3.7. If, during the Warranty Period, ETEL (acting reasonably) discovers any defect or non-conformity in the Goods or any deficiency in the provision of the Services, ETEL shall promptly notify the Vendor in writing. Upon the provision of such notice, and without prejudice to any other rights or remedies available to ETEL, ETEL may, at its sole discretion immediately require the Vendor, at its own expense, to:
    - (a) repair or replace the defective Goods, or re-perform the Services in accordance with this Agreement; or
    - (b) where appropriate, refund to ETEL the Price paid for the defective Goods or Services.
  - 3.8. For the avoidance of doubt, the Vendor shall be required to immediately, upon ETEL's request, provide the remedies under clause 3.7 and shall bear all costs of

meeting its obligations under this clause 3, including, without limitation, all costs of collection, loading, packaging, freight, assembly, reassembly, disposal and expedited delivery of replacement Goods (including, for the avoidance of doubt, air freight) and any direct costs reasonably incurred by ETEL as a result of the defective Goods having been incorporated into a finished product. Such direct costs shall include, without limitation, the costs of retrieving or removing the defective Goods from the finished product, reinstalling replacement Goods, additional testing, labour, and any other reasonable expenses incurred by ETEL in connection with rectifying the defect.

- 3.9. The warranties set out in Clauses 3.6 and 3.7 shall not apply, and the Vendor shall have no liability for any defect, deficiency, or non-conformity in the Goods or the Services to the extent such defect, deficiency, or non-conformity is caused by or results from: (i) negligence, misuse, improper handling, or reckless operation of the Goods or Services by ETEL or any of its personnel, agents, or third parties; (ii) failure to follow the Vendor's written instructions, recommendations, or industry standards regarding installation, operation, maintenance, service, or storage of the Goods or Services; (iii) any modification or repair of the Goods not authorised in writing by the Vendor; (iv) the use of defective or incompatible consumables or parts that do not conform to the Vendor's specifications or technical requirements.
- 3.10. The Vendor must do all things to ensure that ETEL has the benefit of any warranties given by any third parties in respect of Goods and must give ETEL all documentation relating to such warranties. Third party warranties are in addition to the warranties of the Vendor.
- 3.11. the Vendor warrants that the Goods and anything supplied under these Terms and Conditions (and ETEL's use of them) do not infringe any patent, trademark, registered design, tradename, copyright or other protected intellectual property right.

#### **4. TITLE AND RISK**

- 4.1. Risk in the Goods passes to ETEL in accordance with the applicable Incoterm as specified in the Order. The Vendor must at its cost make good any damage to the Goods which occurs prior to transfer of risk.
- 4.2. Title to the Goods passes to ETEL upon payment of the full purchase Price for the Goods.

#### **5. PRICE & PAYMENT**

- 5.1. The Price is fixed and not subject to any increase whatsoever except to the extent expressly set out in the Agreement.
- 5.2. The Price includes, and Vendor is responsible for, all costs necessary to supply the Goods and/or Services in accordance with the Agreement including:
- (a) labour, tools, equipment and materials;
  - (b) complying with all Laws and obtaining all permits, licences and insurance;

- (c) insurance, packaging, customs duties and taxes, transport, and onboarding and off-loading of the Goods (but with respect to each of the foregoing, only to the extent that such costs are Vendor's responsibility in accordance with the applicable Incoterm set forth in the Order, if any, and if none, then such items shall be Vendor's responsibility); and
- (d) all other taxes, duties, levies, excise and other government fees and charges;

- 5.3. The Vendor may issue an invoice after Delivery of the Goods.
- 5.4. ETEL shall pay the Price to the Vendor in accordance with the payment terms specified in the relevant Order. For the avoidance of doubt, ETEL shall not be required to pay any invoice until after the Delivery Date.
- 5.5. Payment is payment on account only and is not evidence of the value of the Goods or Services, an admission of liability or an admission that the Goods or Services are in accordance with the Agreement.

#### **6. INDEMNITIES AND LIABILITIES**

- 6.1. The Vendor indemnifies, defends, and holds harmless ETEL and its agents, employees, officers, directors, and shareholders from any third party Claims, demands, suits, liabilities, actions, losses, expenses, damages and costs (including legal fees), which ETEL may incur arising out of or in connection with:
- (a) any breach of this Agreement by the Vendor;
  - (b) any wilful, unlawful or negligent act or omission of the Vendor;
  - (c) any loss of, loss of use of, destruction or damage to, property, caused or contributed to by the Vendor;
  - (d) any injury to or death of, persons caused or contributed to by the Vendor;
  - (e) any breach by the Vendor of a duty of confidentiality owed to ETEL; or
  - (f) any lien, claim, or other claim for payment held or otherwise asserted by any of Vendor's subcontractors or suppliers. Upon receipt of a notice of any of the foregoing, ETEL shall notify Vendor. If approved by the applicable court, when required, the Vendor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.
- 6.2. The Vendor's liability under this Agreement shall be proportionately reduced to the extent a negligent act or omission of ETEL (including any misuse of Goods by ETEL) contributed to the relevant claim, damage, expense, loss or liability.
- 6.3. The Vendor fully indemnifies ETEL (including its officers, employees, Related Bodies Corporate and agents) with respect to all loss, costs, expenses and damage of any nature (including those incurred by ETEL as a result of a product recall) arising directly or indirectly from: (a) the Vendor's negligent act or omission; (b) a breach of the Terms and Conditions by the Vendor, including the warranties contained in these Terms and Conditions; and

(c) any claims by third parties for compensation for personal injury or loss or damage to third party property, as a result of any act or omission of the Vendor, but excluding the extent to which such loss, costs, expenses and damages were caused as a result of the ETEL's negligence. This clause shall apply notwithstanding any clause in the Vendor's trading terms which might otherwise have the effect of excluding or limiting such liability.

- 6.4. Each indemnity in this Agreement is a continuing obligation, separate and independent from all other obligations and survives the termination or expiration of this Agreement.
- 6.5. To the fullest extent permitted by Law, each party has no liability to the other party under or arising out of this Agreement for any loss of revenue, use, production, goodwill, profit, business, contract or anticipated savings, financing costs or increase in operating costs or other purely financial or economic loss or other consequential, punitive, special, exemplary or indirect loss or damage.
- 6.6. Except for Vendor's liability under clause 6.1, to the fullest extent permitted by Law, each party's maximum aggregate liability for any and all claims whether arising in contract, in equity, tort (including negligence), under any statute or otherwise at Law, shall not exceed the total amount paid by ETEL to the Vendor for Goods and/or Services in the 12-month period immediately preceding the date on which the relevant breach or event occurred.

## **7. INSURANCE**

- 7.1. The Vendor must take out and keep current all necessary insurance policies reasonably expected of a Vendor of Goods and Services including (without limitation):
  - (a) Public and product liability insurance for not less than \$20,000,000 per occurrence, until end of the Warranty Period;
  - (b) Goods in transit or marine cargo covering the Goods for their full replacement value while in transit to the Site, where such insurance must cover the loss of or damage to the Goods during transit and must note ETEL as an insured under the policy (but only to the extent that procuring such insurance is Vendor's responsibility in accordance with the applicable Incoterms set forth in the Order, if any, and if none, then procuring such insurance shall be Vendor's responsibility);
  - (c) insurance of the Vendor's plant and equipment;
  - (d) if the Goods or Services involve consulting or design, professional indemnity insurance for an amount not less than \$20,000,000 per occurrence; and
  - (e) any other insurance as set out in this Agreement.
- 7.2. The Vendor must ensure that each insurance policy referred to in this clause 7 is effected with an insurer or insurers of reputable standing and does not contain any exclusion, endorsement, alteration of a kind that is not usually included in contracts of insurance that provide similar coverage unless it is first approved in writing by ETEL.

- 7.3. The Vendor must provide ETEL with a certificate of insurance evidencing the insurance required to be effected in accordance with this clause 7 within 2 Business Days of request by ETEL. Failing which, ETEL may, at its sole discretion, take out such insurance itself and the cost of doing so will be a debt due and payable by the Vendor.

## **8. CONFIDENTIAL INFORMATION**

- 8.1. The Receiving Party must keep confidential all Confidential Information and not disclose it to any other person, except:
  - (a) with the prior written consent of the Disclosing Party;
  - (b) to its professional advisers or to any of its workers who have a need to know in order to perform obligations under the Agreement,provided that the recipient agrees to keep the Confidential Information confidential.
- 8.2. Clause 8.1 does not apply to information that is required to be disclosed by Law or the requirements of a stock exchange, but only to the extent that the information is required to be disclosed.
- 8.3. The Receiving Party must immediately notify the Disclosing Party of any suspected or actual unauthorized copying, use or disclosure of the Disclosing Party's Confidential Information and comply with any direction given by the Disclosing Party in relation to a suspected or actual breach of this clause 8.
- 8.4. The Receiving Party must promptly return (or if incapable of being returned, irretrievably destroy or delete and certify in writing that it has been so destroyed or deleted) to the Disclosing Party all Confidential Information upon request.
- 8.5. Each party must not advertise or issue any information, publication, document or article for publication or media release or other publicity relating to this Agreement or the other party's business and activities without the prior written approval of the other party.
- 8.6. The rights and obligations under this clause 8 continue after termination or expiration of this Agreement.

## **9. INTELLECTUAL PROPERTY**

- 9.1. Each party acknowledges and agrees that nothing in this Agreement shall be interpreted or construed to confer upon the other party any right, title, licence, or interest, whether express or implied, in or to the intellectual property or proprietary rights of the other party. For the avoidance of doubt, all ownership rights in any patents, copyrights, trade secrets, trademarks, designs, know-how, software, or other proprietary materials, as well as any modifications, enhancements, or derivative works thereof, shall remain vested in and belong solely to the party that originally owned or developed them. No licence or right to use any form of the other party's intellectual property, except as may be explicitly stated in this Agreement, is granted or created by virtue of this Agreement.

## 10. TERMINATION

### 10.1. ETEL may terminate the Agreement immediately:

- (a) on written notice to the Vendor if the Vendor becomes insolvent, commits an act of bankruptcy, appoints a liquidator or receiver, or experiences a similar insolvency event; or
- (b) if, the Vendor breaches any term of the Agreement, and does not remedy the breach within thirty (30) days of written notice to the Vendor of the breach.

### 10.2. ETEL may terminate this Agreement for any reason in its absolute discretion with not less than 20 Business Days' written notice to the Vendor.

### 10.3. Vendor may terminate the Agreement immediately:

- (a) on written notice to ETEL if ETEL becomes insolvent, commits an act of bankruptcy, appoints a liquidator or receiver, or experiences a similar insolvency event; or
- (b) if, ETEL materially breaches this Agreement, and does not remedy such breach within thirty (30) days of written notice to ETEL of the breach.

(c)

ETEL may set-off any amounts owed by it to the Vendor under the Terms and Conditions against amounts owed by the Vendor to ETEL on any account whatsoever, upon a notice from the ETEL to the Vendor in relation thereof and the set-off shall become effective when the notice reaches the Vendor.

## 11. RELATIONSHIP

The Vendor performs its obligations as an independent contractor of ETEL and not as an employee, agent or partner. The Vendor does not have authority to bind ETEL by any representation, declaration or admission or to make any contract or commitment on behalf of ETEL.

## 12. GOVERNING LAW AND DISPUTE RESOLUTION

### 12.1. This Agreement shall be governed and construed in accordance with the laws of New Zealand, without giving effect to conflicts of laws principles thereof.

### 12.2. If a dispute arises out of or in connection with this Agreement (**Dispute**), a party to the Dispute must notify the other party in writing giving details of the Dispute and its proposal for a resolution (**Dispute Notice**).

### 12.3. Within 30 Business Days of the Dispute Notice, the parties' senior representatives, who have authority to settle the Dispute, will meet and seek to resolve the Dispute in good faith.

### 12.4. If for any reason whatsoever, the Dispute is not resolved under clause 12.3 during that period, either party may refer the Dispute to the courts of New Zealand, which shall have exclusive jurisdiction to resolve the Dispute.

## 13. GENERAL

### 13.1. If the Vendor comprises more than one person or entity, each of them shall be jointly and severally liable for the full performance of the Vendor's obligations under the Agreement.

### 13.2. If any provision of the Agreement is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in the Agreement.

### 13.3. The failure of a party to require full or partial performance of a provision of the Agreement does not affect the right of that party to require performance subsequently.

### 13.4. No obligation in the Agreement is waived unless it is waived in writing and signed by the party against whom enforcement of the waiver is sought. A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.

### 13.5. The Agreement can only be amended by written agreement between all parties.

### 13.6. Neither party shall be liable for any delay or failure in performing its obligations under this Agreement (other than an obligation to pay money) if and to the extent that such delay or failure arises from any event or circumstance beyond its reasonable control which could not have been prevented or overcome by the exercise of reasonable diligence (a "**Force Majeure Event**"). Force Majeure Events may include, but are not limited to, acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; war or armed conflict; terrorist attack; riot, civil commotion or other material disturbance of public order; and power or telecommunication failures. A party whose performance is affected by a Force Majeure Event shall, as soon as reasonably practicable, notify the other party in writing, providing reasonable details of the nature and anticipated duration of the Force Majeure Event and the obligations affected. If a Force Majeure Event impedes or delays a party's performance for a continuous period longer than 30 days (or such longer period as the parties may agree in writing), and the parties have not agreed upon a suitable extension or alternative arrangement to address the effects of the Force Majeure Event, then either party may terminate this Agreement upon written notice to the other party. Such termination shall be without liability, save for any payment obligations accrued under this Agreement in respect of any Goods delivered or Services performed prior to the date of termination. Nothing in this clause shall excuse the obligation of either party to pay for Goods or Services received.

### 13.7. The Vendor must not assign or novate this Agreement in whole or in part without ETEL's prior written consent. ETEL may (without any requirement for Vendor) assign to any of its Related Bodies Corporate, or any other third party, any of its rights and/or obligations under the Terms and Conditions.

### 13.8. No clause in these Terms and Conditions is to be construed as requiring a person to act in a manner, or to direct another person to act in a manner that is contrary to the Chain of Responsibility Legislation and Laws of New Zealand.

#### 14. SECURITY INTERESTS

- 14.1. The Vendor must not register any liens or Security Interests over the Goods.
- 14.2. The Goods must be free of any liens or Security Interests on Delivery.
- 14.3. If ETEL pays part of the Price prior to Delivery, the Vendor shall grant to ETEL a Security Interest in the Goods under applicable Law for the paid portion of the Price.

#### 15. CODE OF CONDUCT

- 15.1. The Vendor must, and must procure that its personnel and the personnel of any subcontractor engaged, comply with all ETEL's policies, including the Code of Conduct in respect of all their dealings in connection with this Agreement.

#### 16. NOTICES

- 16.1. Any Notice must be in English, marked for the attention of ETEL or the Vendor (as applicable) and be given at the recipient's business address or as notified otherwise by being:
  - (a) hand delivered;
  - (b) sent by email;
  - (c) sent by certified mail, return receipt requested, and postage prepaid;
  - (d) or sent by nationally recognized overnight courier service.
- 16.2. A Notice is given if:
  - (a) hand delivered, on the date of delivery;
  - (b) sent by email:
    - I. on the day it was successfully received if it is a Business Day, otherwise on the next Business Day unless the sender receives an automated message that the email has not been delivered and unless the sender receives a bounceback;
    - II. Notwithstanding clause 16.2(b)I above, if the time of deemed receipt of any Notice is not before 5.00pm local time on a Business Day at the address of the recipient it is deemed to have been received at the commencement of business on the next Business Day.
  - (c) sent by certified mail, on the third day after posting;
  - (d) sent by nationally recognized overnight courier service, on the next business day after being sent.

17. **TOOLS:** All tools, dies, patterns, jigs, equipment and drawings provided in connection with the Contract which are paid or to be paid for by the Purchaser whether outright or by instalments or by amortisation are the sole property of the Purchaser, must not be used without its authority and must be provided to the Purchaser immediately on request.

#### 18. DEFINITIONS & INTERPRETATION

- 18.1. In this Agreement:

**Business Day** means any day that is not a Saturday, Sunday or public holiday at the location of the Site.

**Code of Conduct** means ETEL's supplier code of conduct provided to the Vendor from time to time, or otherwise available on request.

**Claim** means any claim, right of action or demand (or similar legal entitlement), in any jurisdiction, including but not limited to at law, in tort (including negligence), under statute, in equity or for any other legal or equitable remedy.

**Effective Date** means that effective date as identified in the Order.

**Confidential Information** means any and all information relating to the business or affairs of a party (**Disclosing Party**) or its customers or other vendors, including without limitation, any information, drawings or particulars of the Site (for the avoidance of doubt, Site information is ETEL's Confidential Information) or project, trade secrets or information which is capable of protection at law or equity as confidential information, or information from a third party where the other party (**Receiving Party**) is advised by the Disclosing Party that such information is confidential, and information derived or produced (partly or wholly) from the information referred to above including any calculation, conclusion, summary or computer modelling, whether provided to or obtained by the Receiving Party prior to or after issue of this Agreement, except information in the public domain (other than due to breach of the Agreement) or information rightfully in the possession of the Receiving Party other than due to the performance of this Agreement and not subject to an obligation of confidentiality at the time it was obtained by the Receiving Party.

**Delay Event** means an act or omission of Vendor which causes a delay in Delivery in breach of this Agreement.

**Deliver/Delivery** means delivery of the Goods or performance of the Services in accordance with this agreement.

**Delivery Date** means the date set out in the Order.

**ETEL** means the entity referred to as the Purchaser in the Order.

**Goods** means the goods, as identified in the Order and in the Technical Specifications.

**Law** includes legislation, regulations, by-laws, orders, permits, approvals, or licenses.

**Notice** means any notice, demand, approval, consent, request or other communication in relation to this Agreement.

**Payment Schedule** is set out in the Order.

**Price** means the amount payable for the Goods and/or Services specified in the Order.

**Quality Standards** means all standards, codes, specifications and requirements to be complied with pursuant to the Agreement or by Law.

**"Related Bodies Corporate"** means in respect to any legal entity, a company which directly or, indirectly through one or more intermediate legal entities, controls, or is controlled by, or is under common control with that legal entity. For this purpose, "control" means the direct or indirect ownership of in aggregate fifty percent (50%) or more voting capital.

**Services** means the services as identified in the Order.

**Security Interest** means an interest in personal property provided for by a transaction that secures payment or performance of an obligation.

**Site** means the site specified in the Order or any other place provided by ETEL for the Vendor to perform work arising out of or in connection with the Goods and/or Services.

**Technical Specifications** means the technical specifications agreed on by the parties and attached in Exhibit A of the Order.

**Use Date** means the date on which the Goods are first used by ETEL for their intended purpose and demonstrated to be fully operational in accordance with the Technical Standards (or otherwise agreed between the parties).

**Vendor** means the supplier of the Goods or Services as identified in the Order.

**Warranty Period** means the period commencing upon the date of Delivery and ending twelve (12) months after the Use Date.

18.2. In this Agreement unless expressly provided otherwise:

- (a) a reference to this Agreement or another instrument, Quality Standards, Laws, or other standards includes any variation, supplement, assignment, novation, substitution or replacement of any of them;
- (b) the singular includes the plural and vice versa;
- (c) the words includes or including means include or including without limitation;
- (d) a reference to a natural person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (e) a reference to a corporation or other entity includes its successors and permitted assigns;
- (f) a reference to a time is to that time in the country and applicable time zone in which the Goods are Delivered or the Services are performed;
- (g) headings in this Agreement are inserted for convenience only and do not affect interpretation of the Agreement.