



VALEO GENERAL TERMS & CONDITIONS FOR THE SERVICE PROVIDERS

These Valeo General Terms & Conditions for the **SERVICE PROVIDERS** (the "**GTC**") apply to the contractual relationship between **Valeo Thermal Commercial Vehicles Australia Pty Ltd, 15 Rodeo Drive – 3175 – Melbourne (AUSTRALIA)** ("**VALEO**") and any party nominated in any supply contract ("**SERVICE PROVIDER**"), and who wishes to cooperate with VALEO regarding the aforesaid. VALEO is a company that produces, sells, and markets air conditioners, refrigeration, heating and similar appliances for buses and other vehicles, all branded as "VALEO" (the "**PRODUCTS**"). The SERVICE PROVIDER and VALEO shall be referred to hereinafter individually as a "**PARTY**" and jointly as the "**PARTIES**".

Any services and goods provided by the SERVICE PROVIDER to VALEO or VALEO's customers shall be subject to these GTC. The SERVICE PROVIDER may accept these GTC by

- (a) countersigning a copy and returning it to VALEO,
- (b) any other written, electronic, or other means offered by VALEO to the SERVICE PROVIDER, or
- (c) providing the services hereunder.

1. **General Characterization of the Relationship**

Subject to these GTC, VALEO appoints the SERVICE PROVIDER non-exclusively as the SERVICE PROVIDER for the PRODUCTS and the SERVICE PROVIDER agrees to act for VALEO as VALEO's service provider as described in these GTC. In addition, VALEO hereby grants the SERVICE PROVIDER the right to purchase from VALEO the required spare parts at terms and conditions to be separately agreed upon by the PARTIES. The SERVICE PROVIDER shall sell the spare parts in its own name and on its own risk and account to CUSTOMERS.

In particular, the SERVICE PROVIDER shall:

- (a) ensure adequate after-sale technical service ("**TECHNICAL ASSISTANCE**") for customers of VALEO's PRODUCTS (the "**CUSTOMERS**"), including in particular bus, coach and truck repairs and claim management;
- (b) conduct the sale of spare parts to CUSTOMERS and ensure the availability of spare parts for the PRODUCTS, as set out herein in more detail;
- (c) follow the instructions received from VALEO, in order to improve quality and service level;
- (d) safeguard the good reputation of all products manufactured by VALEO or bearing the VALEO brand;
- (e) keep internal records of all installation and service work (name of CUSTOMER, unit serial numbers, compressor number, alternator number, type and date of installation or service etc.);
- (f) inform VALEO of any incidents or of issues which arise from the ACTIVITIES which may affect the safety or reputation of the PRODUCTS or other VALEO products, as well as of any quality issues, design flaws, or damages affecting the PRODUCTS, installation issues, failed repairs and CUSTOMER complaints; and
- (g) continuously reserve an adequate volume of business hours in order to fulfill its contractual obligations hereunder and to maintain the highest degree of quality in its TECHNICAL ASSISTANCE to CUSTOMERS.

All of these activities (the "**ACTIVITIES**") shall be conducted in accordance with VALEO's technical service guidelines, training and quality requirements, as well as any other instructions and specifications provided by VALEO. The SERVICE PROVIDER shall perform the ACTIVITIES in a professional manner by qualified, experienced, and skilled personnel, using high-quality tools and equipment, and the SERVICE PROVIDER shall maintain adequate infrastructure (product display area, post-installation testing facility, tool kits, workforce, stock of spare parts etc.).

2. **NO SUBCONTRACTING**

Any SERVICE PROVIDER may subcontract to third parties to perform any of its obligations hereunder without VALEO's prior written consent. If it does, however, the SERVICE PROVIDER shall remain solely responsible and liable to the CUSTOMERS and VALEO for any act and omission of any such third party in connection with these GTC, e.g. regarding performance, workmanship, or liability.

3. **Business with other Parties**

The SERVICE PROVIDER may also provide similar services for products which are in competition with the PRODUCTS. Likewise, VALEO shall always be free to appoint other service providers and/or to provide the services hereunder and to market and sell the Products directly or indirectly.

4. **Remuneration, Invoicing and Payment**

- (a) For TECHNICAL ASSISTANCE, the SERVICE PROVIDER shall be paid the respective prices, taxes deducted, as set out in VALEO's price list, which VALEO has made or shall make accessible to the SERVICE PROVIDER (the "**PRICE LIST**"), which is subject to annual updates by VALEO.
- (b) Once a month, the SERVICE PROVIDER shall send an aggregate invoice to VALEO, specifying all details and evidence required to duly verify such invoice. The aggregate monthly price will be paid to the SERVICE PROVIDER upon receipt of the respective monthly invoice and will be paid, if uncontested, within a 30-day period.
- (c) The price stipulated in this Section 4 shall be the exclusive remuneration to which the SERVICE PROVIDER shall be entitled hereunder. No expenses whatsoever will be reimbursed by VALEO. No commission, severance payment, agency compensation, goodwill indemnity or similar payment, post-contractual indemnity or other compensation whatsoever will be due to the SERVICE PROVIDER in connection with these GTC or the services hereunder.

5. **Defects: Audits: General Terms and Conditions**

In case of any defect or other deficiency in the TECHNICAL ASSISTANCE provided by the SERVICE PROVIDER, it shall be the SERVICE PROVIDER's sole responsibility and liability to settle any arising legal or financial consequences. The SERVICE PROVIDER shall fulfill any justified warranty claims by CUSTOMERS. In case of justified warranty claims by CUSTOMERS, the SERVICE PROVIDER shall not charge CUSTOMERS for TECHNICAL ASSISTANCE and bear the cost for PRODUCT returns from customers.

VALEO or any third party authorized by VALEO may conduct audits at any time regarding the fulfillment of these GTC at the SERVICE PROVIDER's place of business.

Sales of spare parts from VALEO to the SERVICE PROVIDER shall be governed by VALEO's general terms and conditions of sale, as amended from time to time, and as available on VALEO's Australian webpage. The application of the SERVICE PROVIDER's own general terms and conditions shall be fully excluded.

6. **Liability**

- (a) The SERVICE PROVIDER will
 - (i) be liable to VALEO for its acts or omissions in accordance with any applicable law,
 - (ii) maintain insurance as appropriate for its services hereunder,
 - (iii) indemnify and hold VALEO harmless from any third-party claim caused by or attributable to the SERVICE PROVIDER,
 - (iv) be liable to VALEO for any action or omission by persons or entity acting on the SERVICE PROVIDER's behalf, or otherwise contracted by the SERVICE PROVIDER as subcontractors, agents, sub-distributors, employees or in other functions in fulfillment of these GTC.
- (b) VALEO's obligation to pay damages shall be limited as follows:
 - (i) For damages caused by a breach of a material contractual obligation, VALEO shall only be liable up to the amount of the typically foreseeable damage at the time of entering into the contract; VALEO shall not be liable for damages caused by a breach of a non-material contractual obligation.
 - (ii) To the maximum extent permitted by law, VALEO shall not be liable for any consequential damages, special damages, incidental or indirect damages, loss of revenue or profits, loss of business reputation, punitive and exemplary damages or any similar damages.
 - (iii) The limitations of liability as set out above shall not apply to any liability that cannot be excluded or limited by operation of law.

- (iv) The SERVICE PROVIDER shall take all reasonable measures necessary to avert and mitigate damages.

Except as expressly set forth in these GTC, neither VALEO nor any of its affiliates makes or has made any other representation, warranty, covenant, or agreement, whether express or implied. Any representation, warranty, covenant, or agreement set forth in these GTC or a purchase order or purchase order confirmation is exclusive and in lieu of any other warranties, written or oral, direct, implied or statutory, including but not limited to express or implied warranties of merchantability, quality or fitness for a particular purpose.

7. **Intellectual Property**

Intellectual property rights include any patent, copyright, trademark, trade name, design trade secret, know-how or other form of confidential information, or any right to registration of such rights and any other form of intellectual property right whether arising before or after the execution of these GTC. The SERVICE PROVIDER recognizes and agrees that all intellectual property rights in the name "VALEO" and all associated trademarks as well as all other intellectual property of VALEO shall be exclusively owned and continue to be owned by VALEO and/or its affiliates. These GTC shall not be construed as a license by VALEO to grant any intellectual property usage rights whatsoever. The SERVICE PROVIDER's right to use VALEO's trademarks, trade names or symbols, as provided for above, is limited and shall cease immediately upon the expiration or termination, for any reason, of these GTC.

The SERVICE PROVIDER must promptly inform VALEO about the infringement or potential violation of any trademarks or patents owned by VALEO, which it may become aware of, and shall collaborate with VALEO for protecting patents and trademarks.

8. **Term and Termination**

These GTC may be terminated by either PARTY for any reason whatsoever and at any time by providing one-month prior written notice to the end of a calendar month. Moreover, each PARTY may terminate these GTC for cause with immediate effect, in particular in case of, but not limited to, a substantial breach by the other PARTY of the obligations arising out of these GTC, or in case of exceptional circumstances justifying such extraordinary termination.

Moreover, VALEO shall be entitled to terminate these GTC with immediate effect for cause, in case that

- (a) The SERVICE PROVIDER is in breach of any of its obligations and such breach remains uncured despite a written warning for a period of 30 days (if such breach is capable of being cured); or
- (b) The SERVICE PROVIDER does not conduct its TECHNICAL ASSISTANCE in a commercially reasonable manner; or
- (c) The SERVICE PROVIDER practices its business not in accordance with the compliance requirements set out herein; or
- (d) The SERVICE PROVIDER is not able to fulfill its contractual obligations; or
- (e) The SERVICE PROVIDER becomes the subject of bankruptcy or insolvency proceedings, administration, receivership, liquidation or any kind of arrangement between debtor and creditors, or any other circumstances which are likely to affect substantially the SERVICE PROVIDER's ability to carry out its obligations under these GTC.

9. **Confidentiality**

Confidential information means the following:

- (a) these GTC;
- (b) any written or oral agreements, negotiations or information in relation to or in connection with these GTC;
- (c) any documents which are, or information which is, confidential under these GTC including any information provided by one party to the other which is identified by the PARTY at the time it is provided to the other PARTY as being confidential; and
- (d) any information relating to know-how, ideas, concepts, company structures, financial modelling, technology, businesses plans, business opportunities, financial information, cash flows, budgets, research, development, techniques, processes, personnel, policies, business connections, transactions, marketing and commercial knowledge of a Party which is not in the public domain.

The SERVICE PROVIDER must treat any received confidential or proprietary information of VALEO or its affiliates in strict secrecy and shall not disclose it to any third party without VALEO's prior written approval. These obligations will continue to apply throughout the term of these GTC and survives the expiry or termination of the GTC. Upon request, each PARTY undertakes to immediately return or destroy all the other party's Confidential Information received, including all copies thereof and all documents that reflect, refer to or embody such information. If the Confidential Information is destroyed, a written confirmation of such destruction must be sent to the other party within 30 calendar days from its request for destruction.

In addition to any remedies including but not limited to liquidated damages or unliquidated damages for economic loss whether direct or indirect under any applicable law, the SERVICE PROVIDER recognizes that any damage payments not necessarily remedy such breach. Therefore, upon any actual or impending violation of any provision, VALEO and/or its affiliate(s) may obtain from any court or tribunal of competent jurisdiction a preliminary, temporary, or permanent injunction, restraining or enjoining such violation by the SERVICE PROVIDER or any entity or person acting in concert with it.

10. **Compliance**

The SERVICE PROVIDER shall always act in strict accordance and be compliant with applicable legal and regulatory requirements and provisions (export/import, antitrust, unfair competition, anti-bribery etc.) and also with the provisions set out in VALEO Business Partner Code of Conduct, which can be accessed on VALEO's website under URL <https://www.valeo.com/en/business-partners-code-of-conduct/>

THE SERVICE PROVIDER represents and warrants as follows:

- (a) the SERVICE PROVIDER, including its direct and indirect legal owners or beneficial owners (i.e., the natural persons who ultimately own or control, through direct or indirect ownership or control,
- (b) the SERVICE PROVIDER, as well as the members of its board of directors, executive board, supervisory or advisory board or other corporate body (each such person referred to as a "REPRESENTATIVE")
- (c) is/are not engaged by a governmental authority or other public official nor an employee of a government-controlled entity, or related, directly or indirectly, to a government or other public official, whose department, entity or agency would be involved in granting or issuing any tender awards, consents, permits, approvals or licenses in connection with the performance of these GTC.

Moreover, THE SERVICE PROVIDER represents and warrants that it including its REPRESENTATIVES is/are not

- (a) subject to investigations (particularly regarding fraud, bribery, money-laundering, terrorism-enhancing), domestically or abroad,
- (b) subject to trade sanctions, embargos, blacklisting or similar measures ("SANCTIONS") or
- (c) conducting business in countries subject to SANCTIONS.

The SERVICE PROVIDER accepts that VALEO may decide, in its sole discretion, to implement, for compliance reasons, SANCTIONS regimes regarding individual countries, which exceed the mandatory legal requirements in such case, upon written notification thereof by VALEO, the SERVICE PROVIDER undertakes to comply with such revised SANCTIONS regimes and to cease its activities in the affected countries.

The SERVICE PROVIDER undertakes to always comply with the anti-corruption / anti-bribery laws of the applicable jurisdiction and any other territory affected by these GTC. The SERVICE PROVIDER gives its assurance that it is not subject to any obligations, contractually or otherwise, which could impair the performance of its duties and obligations work under these GTC. For the purposes of the GTC, "bribery" includes, but is not limited to, the promising or granting of or the requesting or receiving of benefits in money or money's worth to a person with the aim of influencing that person in order to obtain business improperly or gain an improper advantage. Anti-Bribery Laws means the foreign corrupt practices and anti-bribery laws (including regulations) of Australia, including Chapter 4, Division 70 of the Criminal Code contained in the Schedule to the *Australian Criminal Code Act 1995* (Cth) and any other similar laws or regulations applicable to a party in the jurisdiction(s) in which that party operates. The SERVICE PROVIDER agrees to keep proper accounting records (approvals, invoices, etc.) of payments and financial transactions.

The SERVICE PROVIDER shall instruct its personnel and subcontractors concerning the applicable statutory safety provisions, as well as the safety, anti-slavery and environmental protection provisions and oblige its personnel and subcontractors to comply with the same.

Nothing in these GTC shall require the SERVICE PROVIDER to provide to VALEO any information, documentation, or data which applicable laws prohibit to provide. In particular, to the extent the rights and obligations under any provision of these GTC might entail an exchange of sensitive information which may not be shared between the PARTIES, e.g., based on competition or data protection laws, the rights and obligations hereunder shall at the choice of VALEO be limited to the permissible extent or, in case of competition law concerns, the data shall only be made available to an independent third party bound to secrecy as regards such sensitive information. The PARTY invoking the limitation hereunder shall bear the burden of proof that the sharing of such information is not permissible.

11. Governing Law and Jurisdiction

These GTC shall be governed by and construed in all respects in accordance with the laws of **Victoria, Australia**. The PARTIES submit to the exclusive jurisdiction of the courts of **Victoria**.

12. Miscellaneous Provisions

No rights or obligations of the SERVICE PROVIDER under these GTC may be assigned or otherwise transferred to a third party without the prior written consent of VALEO.

The PARTIES shall always be independent contractors. For the avoidance of doubt, the PARTIES expressly agree that no agency law provisions shall apply, neither directly nor by way of analogy or otherwise, to the business relationship between VALEO and the SERVICE PROVIDER. Nothing in these GTC shall be interpreted as creating any form of agency, proxy, partnership, joint-venture, representation, employment relationship or similar between the PARTIES.

The SERVICE PROVIDER has no authority, however express or implied, to act in the name and on behalf of VALEO, to create or assume obligations of any kind on VALEO's behalf, or to commit it to third parties.

Nothing in these GTC shall be interpreted as to grant any right to third parties, in particular CUSTOMERS, against VALEO. Should any CUSTOMER raise claims against VALEO in the context of these GTC, the SERVICE PROVIDER shall indemnify and hold VALEO harmless from any such claim and associated costs.

If a provision of these GTC is or becomes invalid, void, or unenforceable, it is intended that the remainder of these GTC remains valid. In such case, the PARTIES shall be obliged to agree on valid and enforceable provisions that come economically as close as possible to the invalid, void, or unenforceable provision. The same shall apply to any potential gap that needs to be filled in these GTC.

These GTC contain the entire understanding between the PARTIES concerning the subject matter hereof. No verbal agreements exist. Changes and amendments shall be done in writing. This shall also apply to any potential amendment of this written form requirement.

13. Warranties

VALEO and the SERVICE PROVIDER each represent and warrant to the other that as at the date of these GTC:

- (a) it is a company duly registered and validly existing under the laws of Australia;
- (b) it has the corporate power to enter into and perform its obligations under these GTC and to carry out the transaction contemplated by these GTC;
- (c) it has taken all necessary corporate action to authorise the entry into and performance of these GTC;
- (d) the GTC is valid and binding upon it; and
- (e) the execution and performance by it of the GTC will not violate in any respect any provision of any other document or other arrangement binding upon it or its assets.

THE SERVICE PROVIDER represents and warrants to the VALEO that:

- (a) it has the requisite skill, competence, resources, commitment and experienced personnel necessary to perform all of the SERVICE PROVIDER'S obligations under these GTC;
- (b) it holds, and will continue to hold throughout the term, authorisation that is necessary or desirable, from time to time, to enable it to properly carry on its business, and it is complying with, and will continue to comply with, any conditions to which any of the authorisations are subject.

14. Anti-Bribery and Corruption

(a) THE SERVICE PROVIDER'S Obligations

The SERVICE PROVIDER represents and warrants to VALEO that:

- (i) it will at all times maintain policies and procedures and adequate internal controls designed to ensure compliance with Anti-Bribery Laws;
- (ii) it will comply and will use reasonable endeavours to ensure that its directors, officers, employees, agents, and representatives comply, with all Anti-Bribery Laws applicable in the jurisdiction(s) in which it operates, in each case, insofar as the Anti-Bribery Laws are applicable to these GTC;
- (iii) it will not authorise, in connection with its performance of these GTC, any financial or other advantage to or for the benefit of any public official, civil servant, political party, political party official, candidate for office, or any other public or private individual or entity where such authorisation would violate the Anti-Bribery Laws;
- (iv) it will not condone or tolerate any conduct that would violate Anti-Bribery Laws from any third party it deals with in relation to this Agreement;
- (v) in the event that:
 - i. any of the SERVICE PROVIDER'S Personnel is or becomes an official or employee of any government, or of any agency, instrumentality, or political subdivision of any government, or of any political party, or of any public international organisation; and
 - ii. an official or employee of any government, or of any agency, instrumentality, or political subdivision of any government, or of any political party, or of any public international organisation, owns or acquires, directly or indirectly, any shares or other beneficial interest in the Contractor, then the SERVICE PROVIDER shall immediately inform VALEO of such fact in writing. Upon receiving such notice, and notwithstanding any other provision of the Agreement, the Company may immediately terminate the Agreement.
- (vi) without limiting any of the above, in carrying out its responsibilities under these GTC, neither the SERVICE PROVIDER nor its Personnel, or shareholder will, directly or indirectly, pay, promise to pay, or authorise the payment of any money, or give, promise to give, or authorise the giving of anything of value to any official or employee of any government, or of any agency or instrumentality of any government (including any official or employee of the Commonwealth of Australia or the Commonwealth of New Zealand or of any of its agencies or instrumentalities or political subdivisions), or to any political party or official thereof, or to any candidate for political office (including any party, official, or candidate in Australia or New Zealand, or to any official or employee of any public international organisation, for the purpose of influencing any act or decision of such official or employee in connection with the Agreement or otherwise promoting the business interests of the Company in any respect; and
- (vii) No payment, authorisation, promise, or gift of the sort described in clause 30.1(f) has been made prior to the date of entering into these GTC.

(b) Consequences of Breach

- (i) notwithstanding any other provision of these GTC, VALEO may immediately terminate the Agreement if it is satisfied that, in its sole discretion, the SERVICE PROVIDER has breached, or may or is likely to breach, any undertaking in this clause.
- (ii) in the event of termination pursuant to this clause, VALEO will not be liable to the SERVICE PROVIDER for any fees, reimbursements or other compensation any other loss, cost, claim or damage resulting, directly or indirectly, to the SERVICE PROVIDER from such termination.

15. Modern Slavery

- (a) Modern Slavery means:
- (i) any situation of exploitation where a person cannot refuse or leave work because of threats, violence, coercion, abuse of power or deception;
 - (ii) incorporates conduct that would constitute an offence under existing human trafficking, slavery and slavery-like offence provisions set out in Divisions 270 and 271 of the Commonwealth Criminal Code and any other similar laws or regulations applicable to a party in the jurisdiction(s) in which that party operates; and
 - (iii) encompasses slavery, servitude, the worst forms of child labour, forced labour, human trafficking, debt bondage, slavery like practices, forced marriage and deceptive recruiting for labour or services.
- (b) THE SERVICE PROVIDER's Obligations
The SERVICE PROVIDER warrants and undertakes to the Company that it will:
- (i) at all times maintain policies and procedures and adequate internal controls designed to ensure it will not engage in Modern Slavery;
 - (ii) not, and it will use reasonable endeavours to ensure that its directors, officers, employees, and agents do not, engage in Modern Slavery;
 - (iii) comply with all its statutory obligations in relation to Modern Slavery.
 - (iv) ensure that any of its suppliers relevant to these GTC comply with prohibitions on Modern Slavery similar to this clause.
- (c) Consequences of Breach
- (i) Notwithstanding any other provision of these GTC, VALEO may immediately terminate these GTC if it is satisfied that, in its sole discretion, the Contractor THE SERVICE PROVIDER breached, or may or is likely to breach, any undertaking in this clause.
 - (ii) In the event of termination pursuant to this clause, VALEO will not be liable to the SERVICE PROVIDER for any fees, reimbursements or other compensation any other loss, cost, claim or damage resulting, directly or indirectly, to the SERVICE PROVIDER from such termination.