

**GARMIN**  
**GENERAL TERMS AND CONDITIONS OF PURCHASE – AUSTRALIA AND NEW ZEALAND**

The attached purchase order and these General Terms and Conditions (collectively the “Purchase Order”) constitutes the entire contract between the vendor or seller named on the face thereof (“Seller”) and Garmin Australasia Pty Ltd. (“Buyer”) covering the goods and/or services described therein. Seller’s acceptance is limited to the terms and conditions stated herein, without any modification, addition or alteration. Any terms or conditions contained in Seller’s quotations, acknowledgments, invoices or any other documents that are different from or in addition to the terms and conditions hereof are hereby excluded. Seller’s commencement of work on such goods or services, or shipment of any of the goods, constitutes Seller’s acceptance of all of the terms and conditions hereof, whether or not Seller has acknowledged the Purchase Order. Buyer shall have no obligation to place Purchase Orders with Seller, which decision shall be in Buyer’s sole discretion.

**TERMS AND CONDITIONS**

- 1. CHANGES.** Buyer may, by a written change order make changes in any one or more of the following: (1) method of shipment or packaging; (2) place or time of inspection, delivery, or acceptance; (3) the quantity and/or type of services ordered; and (4) the work or service/product delivery schedules. If any such change causes an increase or decrease in the cost of or time required for performance of this order, an equitable adjustment shall be made in the price or delivery schedule or both and this order shall be modified accordingly. No claim by Seller for adjustment hereunder shall be allowed unless made in writing for a specified amount within twenty (20) days from the date notice of any such change is received by Seller. If Seller considers that the conduct, statement or direction of any of Buyer’s employees constitutes a change hereunder, Seller shall notify Buyer and take no action on the perceived change pending written approval of Buyer.
- 2. CANCELLATION.**
  - (a) Buyer may, for its sole convenience, upon notice to Seller and without liability to Buyer and without prejudice to any other rights Buyer may have, cancel this contract and any outstanding deliveries or Orders hereunder: (1) as to standard products of Seller not then shipped hereunder at any time prior to shipment; (2) as to services at any time at Buyer’s discretion; or (3) if (i) the Seller, being a company, suspends payment of its debts generally, is or becomes unable to pay its debts when they are due, or is or becomes unable to pay its debts within the meaning of the Corporations Act 2001 (Cth); (ii) Seller ceases or threatens to cease to carry on its business (iii) Seller (being a natural person) dies or (being a partnership or other unincorporated association) is dissolved; or (iv) Seller suffers any analogous event to those set out in this clause in any other jurisdiction. If an event described in (3) of this section occurs, Seller shall immediately stop all work hereunder and shall immediately terminate orders and subcontracts arising hereunder. Further, in such event Buyer may, at Buyer’s sole election, pay Seller its actual direct out-of-pocket costs to date of cancellation, as approved by Buyer, in which event the goods shall be the property of Buyer and Seller shall safely hold the same subject to receipt of Buyer’s shipping instructions. The termination of this Purchase Order for any reason is without prejudice to any rights or obligations which have already accrued before the date of termination.
  - (b) In the event of Buyer termination of individual purchase orders for assemblies, Seller will provide to Buyer an itemized bill of material. The cost of WIP (work in process) will be calculated by totaling the raw material, labor, and other itemized and reasonable costs associated with the order termination. Seller shall in good faith assure that the itemized bill is a result of Buyer’s induced parts obsolescence or overage. Such costs may or may not include reasonable claims from third party suppliers. In addition, Seller will also take reasonable steps to divert the raw material inventory to other work orders to minimize a claim against Buyer.
- 3. TAXES.** Unless otherwise provided in the Purchase Order, prices shown on the Purchase Order are deemed to include government taxes, duties or imposts payable not expressly imposed by law on the buyer of the goods ordered hereunder. Seller shall separately state on all invoices the applicable value added or sales taxes imposed by all applicable governments, unless an exemption is available.

4. **GST.** Any reference in this clause to a term defined or used in A New Tax System (Goods and Services Tax) Act 1999 is, unless the context indicates otherwise, a reference to that term as defined or used in that Act. Unless expressly excluded, the consideration for any taxable supply made by a party under or in connection with this Purchase Order includes GST at the rate of 10% ('GST Inclusive Consideration'). If the rate at which GST is imposed on a supply made under or in connection with this Purchase Order under a GST law is varied, the Seller must vary the GST Inclusive Consideration for any taxable supply made after that variation takes effect to reflect the GST rate at which GST is imposed on that supply. The Seller must issue a tax invoice to the recipient of the taxable supply at or before the time of payment of the GST Inclusive Consideration or at such other time as the parties agree. Whenever an adjustment event occurs in relation to any taxable supply made under or in connection with this Purchase Order the Seller must determine the net GST in relation to the supply (taking into account any adjustments) and if the net GST differs from the amount of GST included in the price for the supply, the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable. If one of the parties to this Purchase Order is entitled to be reimbursed or indemnified for a loss, cost, expense or outgoing incurred in connection with these Conditions, then the amount of the reimbursement must be reduced by an amount equal to any input tax credit to which the party being reimbursed (or its representative member) is entitled in relation to that loss, cost, expense or outgoing.
5. **PAYMENT TERMS and PRICE.** Payment terms are net 45 days from the date of delivery and acceptance of goods and/or the performance of services, unless other payment terms, including cash discounts, are agreed upon and stated in the Purchase Order. Time allowed by Seller for payment of invoices or for accepting a cash discount shall commence on the later of the date invoices are received by Buyer or the date the goods or services covered by the Purchase Order are received by Buyer. Buyer shall not be responsible for delay in receipt of Seller's invoices. Items not priced in the Order will be supplied to Buyer at the lowest price last charged by Seller for equal quantity, and shall not exceed current prices quoted or charged to any other customer of Seller for similar items and quantity. Seller will refund to Buyer any amounts in excess of such price. All payments shall be made in the currency stated in the Purchase Order.
6. **FREIGHT TERMS and RISK OF LOSS/TITLE.** Notwithstanding any provision hereof to the contrary, title to and risk of loss of the goods shall remain with Seller until the goods are delivered DDP (Delivered Duty Paid) at the point specified in this Purchase Order, or if no such point is specified, when the goods are accepted by Buyer's quality assurance inspection. Charges for packing, hauling, storage, insurance or transportation are included in the price unless otherwise specified in the Purchase Order. In a case of premium freight required to expedite delinquent deliveries as a result of Seller's delay, the cost difference between premium and standard freight shall be borne by the Seller.
7. **SHIPMENT AND INSPECTION.** Shipping documents must show the Purchase Order number. The terms and routing of shipment shall be as provided in the Purchase Order. Buyer may revise shipping instructions as to any goods not then shipped. Buyer or an approved representative shall have the right to inspect any and all of the goods at Seller's plant or upon Buyer's receipt at Buyer's election, which right shall be exercisable notwithstanding Buyer's having paid for the goods prior to inspection. In the event any surveillance inspection or test is made by Buyer or an approved representative or any governmental entity, such as the United Kingdom Civil Aviation Authority, the European Aviation Safety Agency, the United States Federal Aviation Administration and the Australian Civil Aviation Safety Authority (in the case of items which will be used in an aviation product) on the premises of the Seller, the Seller shall, without additional charge, provide all reasonable facilities and assistance for the safety and convenience of the inspector(s) in the performance of their duties. Buyer, by reason of its failure to inspect the goods shall not be deemed to have accepted any defective goods or goods which do not conform to the specifications therefore or to have waived any of Buyer's rights or remedies arising by virtue of such defects or non-conformance. If any of the goods are defective or otherwise not in exact accordance with the requirements of this Purchase Order, including any blueprints, specifications, samples or instructions issued in connection herewith, Buyer, without prejudice to any of its other rights, may reject the goods for full credit or may fix the goods at Seller's expense or may require prompt correction or replacement thereof by Seller or Buyer's designee at Seller's expense. Should Seller's goods require rework for acceptance in accordance with the terms of this purchase order, Buyer reserves the right to require, and Seller agrees to pay to Buyer, compensation for reasonable charges to perform the rework.
8. **TIMELINESS.** TIME IS OF THE ESSENCE IN DELIVERING GOODS OR SERVICES UNDER A PURCHASE ORDER. Seller shall use its best efforts to make deliveries as expeditiously as possible. All shipments of goods and performance of services must be provided to Buyer in accordance with the time

specified in the Order. In the event of any delayed shipments or performance, all additional expenses to which Buyer may be subjected shall be borne by the Seller. If Buyer believes that a delay or anticipated delay in Seller's deliveries or performance may impair its ability to meet its production schedules or may otherwise interfere with its operations, Buyer may at its option, and without liability to Seller, cancel any outstanding deliveries hereunder wholly or in part. Such remedy shall not be deemed to be the exclusive remedy for Seller's delay or non-performance, but shall be in addition to and without prejudice to all other remedies available to Buyer as provided for herein, at law, or in equity.

**9. QUALITY ASSURANCE.** Seller and/or the manufacturer of the items provided under the Purchase Order agrees to establish and maintain a formal quality program and comply with the following requirements:

- (a) Maintain inspection, testing, rework, repair and final acceptance documents showing compliance with the unit specification for a period of two (2) years.
- (b) All documents shall be traceable to a unit serial number when a complex product is involved.
- (c) No substitution of material shall be made without prior written permission from Buyer.
- (d) Seller shall submit a Seller change notice (SCN) or process change notice (PCN) when any change is made to the item that could impact fit, form or function.
- (e) The drawings, specifications, test procedures, standards, and other requirements of the Purchase Order shall be fully complied with. Seller is not granted Material Review Board authority.
- (f) All welding, soldering, finishing, plating, or other special processes shall be controlled in accordance with the requirements and specifications reference by or included in the Purchase Order.
- (g) A copy of Seller's and/or the manufacturer's current quality control manual will be provided to Buyer if it has been included in the requirements of the Purchase Order.
- (h) Sellers will flow down Garmin requirements to their suppliers, including any special processes or key characteristics specified by Garmin. Sellers or sub-tier sellers will be required to use any customer approved special processes or sources. Where specified in an agreement, the customer or their representative shall be afforded the right to verify at the Seller's premises and the organizations premises that subcontracted product conforms to specified requirements.
- (i) Buyer reserves the right to inspect Seller's and/or the manufacturer's facilities for the purpose of assuring compliance. Seller and/or the manufacturer are also subject to governmental surveillance or inspection, such as surveillance by the United Kingdom Civil Aviation Authority, the United States Federal Aviation Administration and the Australian Civil Aviation Safety Authority, when the items contained in the Purchase Order will be used in an aviation product.

**10. DESIGNS, TOOLS, ETC.**

- (a) If the goods are to be produced by Seller in accordance with designs, drawings or blueprints furnished by Buyer, Seller shall return the same to Buyer at Buyer's request upon completion or cancellation of this Purchase Order or subsequent future Purchase Orders. Such designs and the like shall not be used by Seller in the production of materials for any third party without Buyer's written consent. Such designs and the like involve valuable property rights of Buyer and shall be held confidential by Seller and shall not be used by Seller in the production of materials for itself or any third party without Buyer's written consent.
- (b) Unless otherwise agreed herein, Seller at its cost shall supply all materials, equipment, tools and facilities required to perform this Purchase Order. Any materials, equipment, tools or other properties furnished by Buyer or specifically paid for by Buyer shall be Buyer's property. Any such property shall be used only in fulfilling orders from Buyer unless given written consent to the contrary by the Buyer. The tools may on demand be removed by Buyer without charge. Seller shall use such property at its own risk, and shall be responsible for all loss of or damage to the same while in Seller's custody. Seller shall, at its cost, store and maintain all such property in good condition and repair. Buyer makes no warranties of any nature with respect to any property it may furnish to Seller hereunder.
- (c) Buyer owned tooling should be permanently marked as "Property of Garmin" and shall be stored separately from Seller owned property.

**11. DANGEROUS AND HAZARDOUS MATERIALS.** If the goods purchased pursuant to the Purchase Order contain any dangerous substance or dangerous preparation defined or described by the Dangerous Goods Act 1975 (NSW), the Dangerous Goods Regulations 1978 (NSW) or other applicable federal, state, local and foreign laws, rules and regulations, Seller shall provide a current safety data sheet to Buyer prior to, or at the time of initial shipment and all containers shall be labeled with the manufacturer's name and address, the identity of the dangerous material, appropriate warnings, and otherwise comply with the requirements of the Act, Regulations or applicable federal, state, local or foreign laws, rules and regulations. Seller further agrees that the content of all goods supplied to Buyer comply with all applicable federal, state, local, and foreign laws, rules and regulations.

**12. PRODUCT ENVIRONMENTAL COMPLIANCE**

- (a) All materials, components and/or finished goods for use in Garmin products are required to comply with the most current version of the Garmin Banned/Restricted (Declarable) Substances List (GPN 001-00211-00).
- (b) Materials, components and/or finished goods are prohibited from containing a banned substance in excess of specified thresholds listed in GPN 001-00211-00 unless exempted by Garmin.
- (c) Seller is required to provide information and/or declarations of restricted (declarable) substances listed in GPN 001-00211-00 and contained in the materials, components and/or finished goods supplied for use in Garmin products.
- (d) Seller providing materials, components and/or finished goods for Garmin Automotive OEM products may, upon request by Garmin, be required to provide material content information based on the Global Automotive Declarable Substance List (GADSL) and/or submit information via the International Material Data System (IMDS).

**13. CONFLICT MINERALS.** Seller shall provide to Garmin all information (in sufficient detail), with written certifications thereof, to enable Garmin to timely comply with all of Garmin's and Garmin's customers' due diligence, disclosure and audit requirements under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "**Dodd-Frank Act**") and Rule 13p-1 and Form SD under the Securities Exchange Act of 1934, and all similar, applicable statutes and regulations, including due inquiry of Seller's supply chain identifying conflict minerals (as defined in Section 1502(e)(4) of the Dodd-Frank Act).

**14. WARRANTIES**

(a) Seller's Product Warranty. Seller represents and warrants to Garmin as follows"

- 1) Seller will deliver to Garmin title to all goods free and clear of all security interests, liens, charges, restrictions, or encumbrances of any kind, nature or description'
- 2) All goods and services shall be free from defects in material and/or workmanship;
- 3) All goods shall be new and not used or reconditioned unless otherwise specified by Garmin;
- 4) All goods (and their packaging) and services shall conform to the description thereof and/or specifications, instructions and drawings therefore contained in the Purchase Order; and
- 5) All the goods shall in all respects be suitable for the particular purpose for which they are purchased and the goods shall be merchantable.

Seller shall obtain the written concurrence of any subcontractor or supplier providing any of the goods or services covered by this Purchase Order to the above warranties.

(b) Compliance with the Law Warranty. In addition to any other warranties required by the Purchase Order or provided by Seller, Seller hereby covenants, represents and warrants that:

- 1) Seller is not subject to any law, order, decree, restriction or agreement that prohibits or would be violated by this Purchase Order or the consummation of the transactions contemplated hereby; and
- 2) None of the funds which will be paid to the Seller under this Purchase Order nor other assets of the Seller constitute property of, or are beneficially owned, directly or indirectly, by any person, entity or government subject to trade restrictions under U.S. law, including but not limited to: (i) the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq.; (ii) The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq.; and (iii) any Executive Orders or regulations promulgated thereunder, with the result that sale by Seller, its managing member or any non-managing member

(whether directly or indirectly), is prohibited by law (an "Embargoed Person"). No Embargoed Person has any interest of any nature whatsoever in Seller (whether directly or indirectly).

(c) Seller's Warranty Regarding Anti-Dumping and Countervailing Duties. Seller represents, warrants, certifies and covenants that all sales made hereunder are made in circumstances that will not give rise to the imposition of anti-dumping or countervailing duties under United States law (19 U.S.C. Sec. 1671 et seq.), European Union (Council Regulation (EC) No. 384/96 of December 22, 1995, Commission Decision No. 2277/96/ECSC of November 28, 1996), similar laws in such jurisdictions or the law of any other country to which the goods may be exported. To the full extent permitted by law, Seller will indemnify, defend and hold Garmin and its affiliates harmless from and against any costs or expense (including any countervailing or dumping duties) arising out of or in connection with any breach of this warranty. In the event that a countervailing and/or antidumping duty order is imposed, Garmin may terminate this Purchase Order with no further liability of any nature whatsoever to Seller hereunder. In the event that any jurisdiction imposes, punitive or other additional tariffs on goods subject to this agreement in connection with a trade dispute or as a remedy in an "escape clause" action or for any other reason, Garmin may, at its option, treat such increase in duties as a condition of force majeure.

**15. REMEDIES.** In the event of Seller's breach of this contract or of any warranties, Buyer may take any or all of the following actions without prejudice to any other rights or remedies available to Buyer at law or in equity: (1) require Seller to repair or replace such goods and upon Seller's failure or refusal to do so, repair or replace the same at Seller's expense; (2) reject any shipment or delivery containing defective or non-conforming goods and return for credit or replacement at Buyer's option, said return to be made at Seller's cost and risk; (3) cancel any outstanding deliveries hereunder and treat such breach by Seller as Seller's repudiation of this contract. In the event of Buyer's breach hereunder, Seller's exclusive remedy shall be Seller's recovery of the goods or the purchase price payable for goods shipped prior to such breach.

**16. INDEMNIFICATION/INSURANCE.** Seller shall indemnify, defend and hold harmless Buyer from and against all claims, suits, actions, liabilities, damages, losses, demands, costs and expenses (including attorneys' fees) arising from, directly or indirectly, or related to: (i) any actual or alleged injury or death to any person or damage to any property; or (ii) any other damage or loss resulting in whole or in part from any alleged or actual defect in any goods supplied to Buyer by Seller, including any infringement covered in Section 16, and any costs, expenses or damages arising from any voluntary or involuntary recall or market withdrawal of any goods and/or component parts supplied by Seller. If a Purchase Order covers the performance of labor on Buyer's premises, Seller agrees to indemnify and protect Buyer against all claims and liabilities for injury or damage to any person or property arising out of the performance of this Purchase Order. Seller shall maintain all necessary insurance coverage, including commercial general liability, professional liability, public liability, and workers' compensation coverage necessary to fulfill its obligations hereunder. Nothing in these General Terms and Conditions will operate or be construed to operate so as to exclude or restrict the liability of either party for death or personal injury caused by reason of the negligence of that party.

**17. FORCE MAJEURE.** For the purposes of this contract, an event of force majeure shall mean any or all of the following events or occurrences; fires, floods or other acts of God, acts of government or any subdivision or agency thereof or any other cause whether or not similar to the causes or occurrences enumerated above and in all cases, which are beyond the control of the party claiming the occurrence of a force majeure event and which delays, interrupts or prevents such party from performing its obligations under this contract. Notwithstanding any provision hereof to the contrary, the reduction, depletion, shortage, curtailment or cessation of Seller's supplies or reserves or any other supplies or materials of Seller or its suppliers shall not be regarded as an event of force majeure. Within ten (10) days of the occurrence of a force majeure event, the affected party shall give notice thereof and an estimate of the effect it will have on its ability to perform. The affected party shall exercise due diligence to eliminate or remedy the force majeure caused and shall give the other party prompt notice when that has been accomplished. Except as provided herein, if performance of this contract by either party is delayed, interrupted or prevented by reason of any event of force majeure, both parties shall be excused from performing hereunder while and to the extent that the force majeure condition exists after which the parties performance shall be resumed. Notwithstanding the foregoing, within five (5) days following Seller's declaration of a force majeure event which prevents its full and/or timely delivery of the goods hereunder, Buyer may, at its option and without liability to Seller: (1) require Seller to apportion among its customers the goods available for delivery during the force majeure period; (2) cancel any or all delayed or reduced deliveries; or (3) cancel any outstanding deliveries hereunder and terminate the contract. If Buyer accepts reduced deliveries or cancels the same, Buyer may procure substitute goods from other sources, in which event this contract shall be deemed modified to eliminate Seller's obligation to sell and Buyer's

obligation to purchase such substituted goods. After cessation of a force majeure event declared by Seller, Seller shall, at Buyer's option, but not otherwise be obligated to deliver goods not delivered during the force majeure period. After cessation of a force majeure event declared by Buyer, neither party shall be obligated to deliver or purchase goods not so delivered and purchased during the force majeure period.

**18. INTELLECTUAL PROPERTY INFRINGEMENT.** It is anticipated that the goods will be possessed, used and/or sold by Buyer and/or its customers. If by reason of any of these acts a legal action is brought or threatened for infringement of any intellectual property, including patents, inventions, trade marks (including business names), trade secrets, , designs, copyright, circuit layouts, confidential information and know-how, or for passing off or misleading or deceptive conduct, with regard to the goods, their manufacture or use, Seller shall, at its own expense, defend such legal action and shall indemnify and hold Buyer and its customers (for whom the Buyer holds the benefit of this indemnity on trust) harmless from and against all claims, damages, liability, losses, demands, costs and expenses (including attorneys' fees) in connection with such legal action or threatened legal action. In the event Buyer and/or any of its successors in title or interest are enjoined from the operation, use and/or sale of the goods or any services, or any part thereof, covered by this Purchase Order, Seller shall (at its sole expense) take all reasonable steps to procure for Buyer and its successors in title or interest the right to operate, use and sell said goods or any services, or any part thereof, covered by this Purchase Order. If Seller cannot so procure the aforesaid rights within a reasonable time, Seller shall then promptly (at Seller's sole expense and Buyer's option): (i) modify said goods or services, or any part thereof, so as to avoid infringement of any intellectual property or any other claim, or (ii) replace said goods or services, or any part thereof with goods or services which do not infringe or violate any said intellectual property or other claim; or (iii) remove said goods or services, or any part thereof, and refund any payment made by Buyer to Seller in relation to the goods or services and pay to Buyer any transportation costs and other expenses that may have been paid or incurred by Buyer in connection with the goods or services, or any part thereof, so removed.

**19. LABOR/SERVICES.**

- (a) If the Purchase Order covers services or labor to be performed on Buyer's premises, Seller shall work to observe the highest safety standards and to adhere to all Buyers' work instructions and security requirements and all legislative and government requirements. Seller shall obtain and pay for Worker's Compensation and Employer's Liability Insurance, public liability and property damage insurance in amounts acceptable to Buyer insuring against said injuries, deaths and damages, and shall furnish Buyer with insurers certificates evidencing such insurance, which certificates shall provide that the coverage evidenced thereby shall not be canceled except upon thirty (30) days prior notice to Buyer.
- (b) Seller will comply with Buyer's safety procedures and company policies, including anti-harassment policies, when performing service on Buyer's property.
- (c) In the event that construction delays or other causes not within the Seller's control force postponement of the installation as scheduled, the goods will be stored until installation can be resumed, and will be considered accepted by the Buyer for purposes of invoicing and payment. In such event the Buyer may reserve the right to withhold 20% of the invoice amount of such shipments against the completion of the contract. All transfer and storage charges incurred shall be negotiated on an individual basis.
- (d) Intellectual Property. Seller agrees and acknowledges that any intellectual property, including patents, inventions, trade marks (including business names), trade secrets, designs, copyright, circuit layouts, confidential information and know-how developed, derived from or otherwise generated by Seller in performing Services hereunder shall be exclusively owned by Buyer. Seller hereby assigns to Buyer all right, title and interest in all such current and future intellectual property , including, without limitation, inventions (whether patentable or unpatentable) and copyright in any work product, and the right to obtain and hold in its own name or in the name of one of its related bodies corporate (as that term is defined in the Corporations Act 2001) , and without obligation of any kind to Seller, any patent, copyright, registered design rights, or and any other intellectual property protection that may be available or become available with respect to such items. Seller agrees to give Buyer and its designees or assignees, licensees or successors in title all assistance necessary to confirm or perfect such right, title and interest. Seller must maintain any confidential information or know-how generated in performing such Services as confidential and not use it except for the Services or disclose it except to the Buyer. These obligations on the Seller shall survive and continue beyond the termination of Seller's engagement with Buyer under each Purchase Order, and shall be binding upon Seller's assigns, licensees, successors in title, executors, administrators or other legal representatives.

- 20. COMPLIANCE WITH LAW.** Seller represents and warrants to Buyer that Seller will comply with all applicable laws, Acts, Regulations, ordinances, directives, rules and regulations applicable to its performance under the Purchase Order including, without limitation, the Trade Practice Act 1974 (Cth), minimum wage and fair trading legislation. Seller shall indemnify and hold Buyer harmless from and against any and all claims, damages, demands, costs and losses which Buyer may suffer in the event that Seller fails to comply with said Acts, Regulations, directives, rules or orders. Any clause required by any law, ordinance, rule or regulation to be included in a contract of the type evidenced by this document shall be deemed to be incorporated herein.
- 21. STATEMENT OF CONDUCT.** Seller understands and acknowledges that Buyer does not allow gifts or other consideration to be provided to Buyer's employees from Sellers or potential Sellers except for very low cost promotional items. Seller agrees to make its representatives aware of Buyer's policy and Seller agrees that violation of this policy by Seller or any representative of Seller shall entitle Buyer to cancel this Purchase Order.
- 22. CONFIDENTIALITY/PUBLICITY/ADVERTISEMENT.** All information obtained by Seller or furnished by Buyer relating to Buyer or associated with the purchase of the goods and/or services covered by this Order is proprietary and confidential, and Seller shall not disclose any such information to any other person or use such information itself for any purpose other than performing this contract, unless Seller first obtains written permission from Buyer to do so. The obligation of confidentiality contained herein shall survive cancellation, termination, and expiration of this agreement and shall bind all employees, agents, and consultants retained by Seller. Seller will not, except as required by law, make any public release regarding the Purchase Order nor will use in any advertising, letterhead, publicity or other public or media communications, any trade name, trademark, service mark, symbol or any other identification or abbreviation, contraction or simulation thereof owned by the Buyer or any of its related bodies corporate (as that term is defined in the Corporations Act) without the prior written consent of the Buyer.
- 23. IMPORTED GOODS.** Seller will provide all information and documentation needed to effect customs entry into each country into which the goods are to be imported, except information within the exclusive possession of Buyer. Where Buyer has provided Seller with information on the tariff classification, rate of duty, value of the imported articles, commodity description or any other related statements, such information shall appear accurately on the customs/commercial invoice. Seller will provide such documentation and other assistance as Buyer may request to allow Buyer to claim drawback of duties and taxes on purchased goods or articles manufactured from purchased goods. Seller shall accurately indicate the Country of Origin of the goods sold hereunder on the customs/commercial invoice and other applicable documentation. When requested by Buyer, Seller shall execute such documents as may be necessary to allow Buyer to claim duty preference under any and all applicable programs. Seller warrants that all sales hereunder are made in circumstances that will not give rise to the imposition of anti-dumping duties, countervailing duties, or similar levies or the law of any country into which the goods may be exported. Seller warrants that all transfers of goods and data received from Buyer will be conducted in compliance with applicable laws, regulations and/or requirements of Australia and other Governments with jurisdiction over any goods or technical data supplied by Buyer in connection with this Purchase Order.
- 24. GOVERNING LAW.** This Purchase Order and the contract between the parties shall in all respects be construed and governed by the laws of New South Wales Australia and the parties submit to the non-exclusive jurisdiction of the courts of that state. .
- 25. MISCELLANEOUS.** The waiver of any term, condition or provision hereof shall not be construed to be a waiver of any other such term, condition or provision, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision.
- (a) Seller shall not assign its rights or obligations under this Purchase Order without the prior written consent of Buyer, which may not be unreasonably withheld.
  - (b) If Seller is on Buyer's EDI system, Seller acknowledges that the terms and conditions stated herein apply to each order placed pursuant to EDI, even though these terms and conditions are not separately transmitted with each Purchase Order.
  - (c) All claims for money due or to become due from Buyer shall be subject to deduction or setoff by Buyer by reason of any claim arising out of this or any other transaction with Seller.

- (d) The failure of Buyer to insist on strict compliance with the terms and conditions hereof or to exercise its options hereunder shall not constitute a waiver of its right to thereafter require strict compliance or preclude Buyer from fully exercising options not previously exercised.
- (e) Stenographic and clerical errors, whether in mathematical computations or otherwise made by Buyer on this Purchase Order or any other forms delivered to Seller shall be subject to correction.
- (f) The entire understanding and agreement of the parties with respect to the transactions contemplated herein is contained in this document, and any prior understandings, agreements and representations, oral or written, shall be deemed superseded and merged herein. Any modification hereof, to be valid, must be in writing and executed by both parties.
- (g) The headings in this Purchase Order are inserted solely for convenience and are not intended to serve as the basis for interpretation or construction of the terms and conditions contained herein.
- (h) If any provision of these General Terms and Conditions is found to be invalid or unenforceable but would not be if some part of the provision were deleted, that provision will apply with whatever modifications are necessary to make it valid.

GARMIN AUSTRALASIA PTY LTD.  
General Terms and Conditions of Purchase