

## WESCO ANIXTER GENERAL TERMS OF PURCHASE

### EFFECTIVE 18 February, 2025

#### 1. DEFINITIONS.

- 1.1. "Buyer" means the entity issuing the Order to Seller.
- 1.2. "Confidential Information" means Buyer's non-public, proprietary, or confidential information; in oral, visual, written, electronic, or other tangible or intangible form; marked or designated as "confidential" or that would reasonably be considered confidential and/or proprietary under the circumstances surrounding disclosure. Confidential Information includes, but is not limited to: (i) technical, marketing, operating, performance, costs, pricing information, programs, inventions, discoveries, trade secrets, material specifications, business and operating techniques, procedures, processes, strategies, models, methods, and practices, source code, information concerning future products, customer lists, employees, strategic relationships, business opportunities, sample data, and any other information; (ii) any terms, conditions, or arrangements discussed regarding the Order; and (iii) all notes, analyses, summaries, and other materials prepared by receiving party or any of its representatives that contain, are based on, or otherwise reflect any of the Confidential Information.
- 1.3. "Customer" means any of the Buyer's customers, including any end user, of the Products, Software, and/or Services.
- 1.4. "Intellectual Property Rights" means patents, trademarks, copyrights, database rights, design rights, registered designs, know-how, trade secrets, and all other intellectual property rights, in each case whether registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each case all rights and forms of protection having equivalent and similar effect anywhere in the world.
- 1.5. "Order" means an order or SOW issued by Buyer to Seller hereunder for the purchase of Products, Software, and/or Services.
- 1.6. "Products" means those products specified in the Order.
- 1.7. "Seller" means the person, firm, or company named in the Order.
- 1.8. "Services" means those services described in the Order.
- 1.9. "Software" means any computer program, operating system, interface, software-as-a-service, application or other software as specified in the Order.
- 1.10. "SOW" means any statement or scope of work that specifies Product and/or Services to be provided by the Seller.
- 1.11. "Special Terms" means any additional mutually agreed upon terms set forth in the Order. In the event of a conflict, the Special Terms shall prevail over these Terms.
- 1.12. "Terms" means these general terms of purchase and Special Terms.

#### 2. TERMS.

These Terms, together with the Order, constitute an offer by Buyer to purchase Products, Software, and/or Services from Seller pursuant to the terms and conditions

described herein. This offer is not an acceptance or a confirmation of any previous offer or proposal from Seller, and this offer shall be deemed to be a rejection and counteroffer with respect to any previous offer or proposal from Seller. An offer is deemed accepted "as is" by Seller upon the first of the following to occur: (i) Seller's verbal or written acceptance of the Order; (ii) any performance by Seller pursuant to the Order; or (iii) the passage of two (2) business days after Seller's receipt of the Order without written notice to Buyer that Seller explicitly does not accept the Order. Buyer's willingness to purchase is expressly limited to, and expressly conditional on, Seller's acceptance of these Terms. Any additional or different provisions contained in or referred to in Seller's quotation, order acceptance or acknowledgement, correspondence or any other communication are expressly rejected by Buyer and will not modify the Order or these Terms and will not be binding on the parties unless such provisions have been explicitly approved in a signed writing by both parties. All Orders shall incorporate by reference all mandatory statutory terms providing any protection for Buyer which cannot be excluded by law, including all applicable Buyer's remedies. These Terms supersede all prior written or oral statements between Buyer and Seller and constitute the entire and only agreement between them relating to the Products, Software, and Services. Products, Software, or Services supplied or performed prior to an Order being placed or accepted by Seller are subject to these Terms. Notwithstanding the foregoing, in the event that Buyer and Seller are parties to a mutually executed and negotiated agreement that governs the purchase of Products, Software or Services (the "Existing Agreement"), the terms and conditions of such Existing Agreement shall be deemed to supersede these Terms for the specific purpose set forth therein.

#### 3. CHANGE.

Buyer shall have the right to modify, change, or cancel all or any part of an Order (including design specifications, packing, destination, delivery schedule or quantity) for any or no reason before delivery of the Products, Software, and/or Services, without any cost or liability to Buyer. If such changes cause an increase or decrease in Seller's cost of performance or in the time required for performance, an equitable adjustment shall be negotiated promptly, and the Order shall be modified in a writing signed by both parties. Any claim by Seller to an adjustment in the purchase price or delivery date(s) due to such change must be asserted by Seller to Buyer in writing within two (2) business days from Buyer's issuance of such revised Order; otherwise, Seller waives its right to such an adjustment. After receipt of Seller's claim for an adjustment, Buyer may cancel all or part of the Order, without cost or liability. A reasonable restocking fee and payment of return freight are Seller's sole remedies for cancellation of an Order for shipped Products or Software. Notwithstanding the foregoing, if Seller is aware that the Order is for Products or Software intended for a project identified by Seller to Buyer, and the Customer identified

by Seller fails to take delivery of or returns the Products or Software to Buyer, Buyer has the right to return all refused Products or Software to Seller without a restocking charge or any liability for shipping charges incurred in returning the Products or Software to Seller.

#### **4. PRICE.**

- 4.1. Seller shall provide the Products, Software, and Services to Buyer at the prices stated in the Order, or if no price is stated in the Order, at the lowest price Seller quoted or charged on the date of the Order for the same or commercially similar products, but not higher than the price Seller last quoted to Buyer ("Price"). Unless otherwise agreed in writing, the Price shall be a fixed Price:
  - 4.1.1. exclusive of amounts in respect of any applicable value added tax (VAT) or goods and services tax (GST) (which shall be payable by Buyer at the prevailing rate, subject to receipt of a valid VAT or GST invoice detailing such amounts); and
  - 4.1.2. inclusive of all charges for disposable packing, costs associated with returnable packing and/or containers, carriage, delivery, insurance, customs, duties, tariffs, as well as all other charges and fees. No increase in the Price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Buyer; and
  - 4.1.3. inclusive of a bulk purchase or volume of purchase discount customarily granted by Seller.
- 4.2. Notwithstanding anything to the contrary in these Terms, and without prejudice to any other right or remedy it has or may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller. Buyer may also deduct damages for breach of warranty or of any other provision of these Terms from amounts due to Seller on any invoice, whether or not such invoice relates to the transaction occasioning the breach.
- 4.3. Where off-loading is required, the Price shall include Seller providing any special equipment to ensure delivery as instructed in the Order.
- 4.4. Seller will provide a ninety (90) day notification of Price increases and/or decreases, changes to special price agreements, and project registration discounting structure. Notification must include Seller part number detail or product family that will be impacted and the new Price effective date. No Price changes shall be effective until ninety (90) days from Buyer's receipt of the price file. Price files will be provided via the method and format reasonably required by Buyer (i.e. EDI, Microsoft Excel, .csv, etc.). Buyer will provide contact information for notifications.
  - 4.4.1. If Seller decreases the purchase price for a Product or Software, upon the effective date of the Price decrease, Seller shall provide a credit for the difference from prior Price to new Price for all inventory on hand or in transit within the impacted geography. Buyer will provide an inventory status report as of the effective date as documentation for the credit. Upon approval from Seller, Buyer will debit the Seller's account for the credit amount. Seller shall invoice Buyer the lower Price on unshipped Product, Software or uncompleted Services on open Orders as of the effective date of the Price decrease. Seller shall provide a credit for any Customer returns into Buyer's inventory up to sixty (60) days after the effective date of the Price decrease.
  - 4.4.2. If Seller increases the Price, upon the effective date of the Price increase, Seller shall invoice open Orders

placed prior to the effective date of the Price increase at the Price in effect at the time the Order was placed. Buyer shall pay the higher Price on all Orders placed on and after the effective date of the Price increase.

- 4.4.3. If Seller changes the discounting structure to special price agreements ("SPAs") and project registrations, Seller shall provide a ninety (90) day notification of the new discounting structure. If a Price is increased or decreased, existing SPAs and project registrations will be evaluated to determine the appropriate action to be taken to ensure the owner of the project registration retains its earned protection for positioning the Seller. If new pricing is offered, Seller shall issue a new quote to Buyer. New SPAs and project registrations will be quoted based upon the new Price and discount structure.

- 4.5. Any special price agreement entered by Buyer may be used by Buyer's affiliates at Buyer's discretion.

#### **5. PAYMENT.**

- 5.1. Unless otherwise specified in the Order, and except for any amounts disputed by Buyer, Buyer shall pay all invoiced amounts due to Seller 2% 30, net 90 days of: (i) Buyer's receipt of the Products and/or activation of the Software license and/or completion of the Services consistent with the Order; and (ii) Seller's complete and correct invoice. Buyer has the right to withhold payment of disputed amounts pending receipt of substantiating evidence, in such form and detail as Buyer may reasonably direct (including original proof of Product, Software, and/or Services delivery on direct shipments to Customer, and manufacturing and/or testing certifications for any shipments). Neither payment of invoices nor receipt of Products, Software, and/or Services will be deemed acceptance of the Product, Software, and/or Services. Notwithstanding anything to the contrary, Seller shall continue performing its obligations under these Terms during any such dispute.
- 5.2. For all withholding taxes paid by Buyer on behalf of Seller and where permitted by applicable law, Buyer will deduct from the invoice to be paid to Seller and shall provide to Seller within thirty (30) days after the date of payment, a valid certificate of tax payment documenting the amount of withholding tax paid therein. Furthermore, Buyer shall provide Seller with (i) specific information regarding which invoice the deduction applies to, as well as the actual percentage that is being deducted from the invoice; and (ii) such information and assistance as Buyer may require to benefit from any tax treaty that in Buyer's opinion is applicable.

#### **6. DRAWINGS. INSPECTION. RETURNS. RECALL**

- 6.1. Seller is responsible for the accuracy and completeness of all instructions, data, specifications, documentation, drawings and information provided with the Products, Software, and Services.
- 6.2. All Products, Software, and Services will be subject to inspection and acceptance by Buyer and Customer on or after the delivery date notwithstanding that (i) title may have passed to Buyer or Customer, (ii) Buyer or Customer may have made a prior payment, or (iii) Buyer or Customer may have performed some type of source inspection. Buyer, at its sole option, may inspect all or a sample of the Products, Software, and Services, and may reject all or any portion of the Products, Software, and Services if it determines they are nonconforming or defective. If Buyer rejects any portion of the Products, Software, or Services, Buyer has the right, effective upon written notice to Seller, to reject the Products, Software, or Services and require replacement of the rejected items or services. If Buyer requires replacement

of the Products, Software or Services, Seller shall, at its expense, promptly replace the nonconforming Products, Software, or Services and pay for all related expenses, including transportation charges for the return of the defective Products, the delivery of replacement Products, and cost of inspection. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under these Terms, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions. If Buyer reasonably believes that any Product, Service or Software may be defective or nonconforming to the requirements of the Order or these Terms, Buyer or Customer may perform such inspections at Seller's cost even if such inspection does not reveal any defect or nonconformity. Delivery of defective or nonconforming Products, Software and/or Services shall not be deemed to satisfy the delivery schedule required herein nor shall acceptance of any of the foregoing be deemed to alter the obligation of Seller or the rights of Buyer under these Terms. Buyer will also be entitled to inspect and test the Products during manufacture, prior to shipment or storage, and to assess progress towards meeting the delivery date. In addition, Seller shall, if requested by Buyer, give Buyer reasonable notice of all tests and Buyer shall be entitled to be represented at such tests.

- 6.3. Upon request by Buyer or Customer, Seller shall timely provide all test reports, drawings, start up service and other engineering services. Seller shall provide Buyer or its representatives with reasonable access to all relevant quality information and shall cooperate fully in any quality assessment of the Products or review of Seller's quality assurance processes, including on-site inspection at Seller's facility. Seller shall also maintain complete and accurate records relating to: (i) certified test reports as to each Order number for a period of six (6) years from date of delivery; and (ii) records of the time spent and materials used by Seller in providing the Services for a period of six (6) years from completion of the Services. Upon Buyer's written request, Seller shall allow Buyer or its designated representative to inspect and make copies of such reports and records and interview Seller personnel in connection with the provision of the Products, Software, and/or Services.
- 6.4. Standard Products and Software shall be made in accordance with Seller's specifications. Seller will notify Buyer in writing (i) ninety (90) days in advance of implementing any change to a standard Product or Software's specifications or any change to its manufacturing process that may affect Product quality; and (ii) one hundred and eighty (180) days in advance for Product or Software obsolescence or end of service/support. Furthermore, such change shall only be implemented after the notification period in the notice has lapsed. In the event of Product obsolescence, Buyer shall have the right to return such Product at Seller's expense and receive a purchase price credit. In the event of end of service/support for Software, Seller shall continue to provide support for the duration of any Buyer or Customer subscription period. Non-standard Products and Software are made in accordance with the specifications provided in the Order or as otherwise provided by Buyer in writing. Seller shall not implement any changes to the specifications of any non-standard Product or Software without Buyer's prior written approval.
- 6.5. Buyer may return Product for any reason for full credit or refund with no restocking fee. Authorization to return a Product for any reason shall be issued in a reasonable

period of time not to exceed two (2) business days. This includes incorrect Product or over-shipment.

- 6.6. Upon written request, Seller shall timely provide Buyer: (i) monthly reports detailing orders and fulfillment status; (ii) at the time of quote or within forty eight (48) hours of Buyer's request, a report of available finished goods inventory of Product; (iii) periodic training and support for the Products, Software, and Services as well as assistance with the sale of the Products, Software, and Services to Customer free of charge; and (iv) a copy of its current business continuity plan ("BCP") and disaster recovery plan ("DRP") that includes at a minimum: (a) a description of the scenarios the BCP/DRP can support (e.g. loss of facilities, key people, pandemic, systems, vital records, internal/external dependencies); and (b) a description of the process to restore operations to the original site to resume full service capabilities.
- 6.7. Buyer has the right to rotate inventory once every calendar quarter by returning any Products in its inventory to Seller. Inventory returned under this Section must be undamaged and in a resalable condition. Seller shall bear all shipping costs relating to the rotation of Products. If an initial order of a given Product is required, Buyer has the right to return all Products from the initial order that are in Buyer's inventory for 12 months from the date of delivery. In addition, Buyer may, from time to time, scrap or otherwise destroy any or all of the Products upon receipt of written confirmation from Seller. The Parties shall agree on a mutually acceptable method for the scrapping or destruction of such Products, and Seller shall reimburse Buyer for all reasonable costs so incurred. Seller reserves the right to ask Buyer to provide a certificate of destruction, scrap certificate or a letter including part details and value of such Products certifying that such Products were in fact destroyed.
- 6.8. If any Product purchased from Seller is the subject of a recall, safety notice or other corrective action plan (collectively, "Recall"), whether initiated by Seller, Buyer, Customer, or a government entity, Seller shall be responsible for any and all costs, expenses and damages associated with the Recall ("Recall Costs"). Recall Costs include repairs, replacements, reimbursements, transportation costs, costs involved with the removal of any Products subject to a Recall, repairs associated with such Recall, return of such Products, delivery, and installation of Products that replace the Recalled Products, and all other costs, expenses, damages and losses incurred by Buyer and Customer in connection with the Recall. Seller shall immediately notify Buyer of any investigation or inquiry initiated by a government agency relating to any Recall, and shall take appropriate steps to resolve the matter without exposing Buyer or Customer to any liability, damages or risk.
- 6.9. If a Customer directly provides notice to Seller of defective or nonconforming Products, Software, and/or Services or of any other issue or matter, Seller shall immediately notify Buyer of such notice, and engage Buyer on any and all discussions and actions to be taken with such Customer.

## **7. BUYER'S PROPERTY.**

All patterns, dyes, molds, tooling, plans, drawings, code, specifications, samples and other materials or equipment supplied by Buyer to Seller or prepared or obtained by Seller for and at the cost of Buyer ("Items") shall be the property of Buyer and shall be labeled and identified accordingly. Seller shall maintain all Items in good order and working condition (fair wear and tear excepted).

Seller shall at its own cost return all Items to Buyer upon demand in good order and working condition. If Seller fails to return the Items, Buyer may (without prejudice to any other rights it may have) (i) withhold payment of monies due to Seller under the Order to the value of the Items until Seller returns the Items; and (ii) have the right to enter, at any time, Seller premises to retrieve the Items. Seller shall not use the Items nor shall it permit any other person to use such items for or in connection with any purpose other than pursuant to the Order unless authorized in writing by Buyer.

#### **8. DELIVERY.**

Seller acknowledges that time is and shall remain of the essence with respect to the timely delivery of the Products, Software, and Services, including all quantities, performance dates, timetables, project milestones and other requirements in the Order. Seller's failure to meet its delivery obligations shall constitute a material breach of these Terms. Seller shall deliver the Products and Software, and/or complete the Services ordered by Buyer on or before the close of business on the delivery date specified on the Order or according to the schedule thereon stated (provided that Software may be delivered electronically). If deliveries are made in advance of the delivery date without Buyer's written approval, Buyer may: (i) refuse delivery at Seller's expense; (ii) accept delivery and charge Seller a reasonable storage fee until the date of delivery stated in the Order; and (iii) pay Seller's invoice in accordance with the date of delivery stated in the Order. If no delivery date is specified in the Order, Seller shall deliver the Products and Software, and or complete the Services within a reasonable timeframe from Seller's receipt of the Order. If Seller cannot comply with the delivery date specified in the Order, Seller shall immediately notify Buyer, but in no event, later than two (2) business days from receipt of the Order. Buyer may then, at its sole discretion either: (a) request a new delivery date; (b) request partial shipment of the available Products and Software; or (c) cancel all or any part of the Order without any penalty or liability. Seller shall, at no additional cost to Buyer, employ accelerated measures such as expedite fees, premium transportation costs, or overtime required to meet the specified delivery schedule. In the event of partial failure of Seller's sources of supply of Products, Seller shall first meet all of Buyer's requirements prior to any allocation among other Seller customers. If Seller does not comply with any of its delivery obligations under this Section 8, without limiting Buyer's other rights under these Terms or applicable law, then Seller shall be responsible for any losses, claims, damages (including liquidated damages), and reasonable costs and expenses Buyer incurs that are attributable to Seller's failure to comply with its delivery obligations.

#### **9. PACKING.**

Products shall be properly and securely packed in accordance with the packing instructions specified in the Order or, if none are specified, the industry standard. Unless otherwise agreed by Buyer in writing, Seller shall provide all cases and packing material free of charge. Without prejudice to Buyer's right of rejection and/or cancellation, damage to Products not properly or securely packed will be charged to Seller.

#### **10. SHIPMENT.**

10.1. Unless otherwise stated on the Order, all Product shipments shall be FOB destination. Where specific written preauthorization is granted to ship Products FOB Shipping Point, Seller shall prepay all shipping charges and bill Buyer as a separate item on the invoice for said charges at cost, if routing instructions are not included on the Order. Non-compliance may result in

additional freight costs and service fees at Seller's expense. Each invoice for shipping charges shall contain the original or a copy of the shipping bill indicating that the payment for shipping has been paid. Buyer reserves the right to refuse COD shipments. Seller shall suitably pack or otherwise prepare the Products for shipment so as to secure the lowest transportation rates and to meet the carrier's requirements. No charges will be allowed for such packing or preparation unless otherwise stated on the Order.

10.2. Title to the Products passes to Buyer upon the earliest to occur of: (i) payment of the Price for the Products; or (ii) delivery of the Products to Buyer at the "Ship-To" location indicated on the Order. Title to Software remains with Seller. Risk of loss to Products passes to Buyer upon receipt and acceptance by Buyer at the "Ship-To" location indicated by Buyer on the Order, and Seller shall bear all risk of loss of or damage to the Products until Buyer's receipt and acceptance of the Products in accordance with these Terms.

#### **11. SOFTWARE LICENSE.**

Seller grants to Buyer (i) a worldwide, non-exclusive, fully paid up license during the term of the Order to download, access, promote, market, resell and use the Software as contemplated herein; and (ii) the right to sublicense the Software to Customers. Seller acknowledges and agrees that Buyer shall have the right to install and operate the Software for the benefit of any Customer provided that (a) Buyer has granted a sublicense to Customer with terms no less onerous than Seller's end-user license agreement ("EULA") or (b) Customer is authorized to access and use the Software by registering as an end user pursuant to a EULA with Seller.

#### **12. SERVICE LEVELS AND CREDITS.**

12.1. If Seller is providing Services or Software, including software as a service, the parties may agree to certain service level commitments as set forth in a service level agreement ("SLA") attached to an Order. The SLA published at [www.wesco.com/supplierterms](http://www.wesco.com/supplierterms) shall apply unless the parties have explicitly agreed to a different SLA attached to the Order.

#### **13. DATA SECURITY AND PRIVACY.**

13.1. Buyer Data. "Buyer Data" means any information or data (i) inputted, provided or made available by Buyer or Customers or on their behalf for the purpose of using Software, Services, or facilitating Buyer's or Customers' use of Software and any information or data generated by, or derived from the use of Software or Services; or (ii) provided or made available by Buyer or Customers under or in connection with these Terms that Seller stores, hosts, maintains or processes on its or third party computer systems, servers or cloud storage. Seller shall not collect, track, maintain, use or reproduce any Buyer Data except to the extent necessary to perform its obligations under these Terms and shall not distribute or make available to any person or entity, including its third party service providers, any Buyer Data for any purpose without Buyer's and/or Customer's prior written consent. Except as otherwise provided herein, Seller shall have no right, title, or interest in or to the Buyer Data.

13.2. Security Measures. Seller shall maintain a formal security program in accordance with industry standards that is designed to: (i) ensure the security and integrity of Buyer Data; (ii) protect against threats or hazards to the security or integrity of Buyer Data; and (iii) prevent unauthorized access to Buyer Data. Seller shall immediately notify Buyer of any failure of such security measures, practices, and procedures to accomplish the foregoing protection or regarding any security breach or

incident related to Buyer Data, and shall promptly provide Buyer and Customer, as applicable, with full and detailed written information regarding such failure, incident or breach and fully cooperate with and assist Buyer and Customer, as applicable, in any efforts to address or otherwise respond to such failure, incident or breach. Seller acknowledges that Buyer is headquartered in the United States and operates globally, that data collected by Buyer from Seller in connection with these Terms may be transferred into and/or processed in the United States or other locations by Buyer or an authorized third party/subcontractor, and Seller expressly consents to such transfer and processing.

13.3. Seller will comply with all applicable requirements of data protection and privacy legislation in force from time to time, including but not limited to, the California Consumer Privacy Act, and Canadian Personal Information Protection and Electronic Documents Act (if applicable).

13.4. **Malicious Code and Vulnerabilities.** “Malicious Code” means the software designed to (i) permit unauthorized access to and/or copying of data, hardware, or software; or (ii) damage, delete, delay, disable, erase, interfere with, modify, shut-down, or otherwise harm data, hardware, or software, including, but not limited to, components that are commonly referred to as “back doors,” “bots,” “drop dead devices,” “malware,” “time bombs,” “Trojan Horses,” “viruses,” and “worms.” “Vulnerability” means a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be interpreted accordingly. Seller represents and warrants that the Products and Software and the media on which Software is delivered shall not contain any Malicious Code and be free from any Vulnerabilities. In the event Seller, intentionally or unintentionally, introduces Malicious Code into Software, or Buyer’s or Customer’s infrastructure, network, or cloud components, systems, data, computer hardware, or software systems, or personal information or property of another, Seller shall immediately assist Buyer in removing such Malicious Code at no charge and be responsible for any damages or expenses resulting from such instance.

#### **14. REPRESENTATIONS AND WARRANTIES.**

14.1. **Product and Software Warranties.** Seller warrants to Buyer and Customer that:

14.1.1. the Products and Software are fit and safe for use consistent with and will conform to the specifications set forth in these Terms, the Order, and in Seller’s published documentation;

14.1.2. the Products and Software are free of defects in materials, workmanship, and design and are suitable for the purposes intended;

14.1.3. the Products and Software are not counterfeit;

14.1.4. it has the authority and right to sell and/or license the Products and Software to Buyer, and grants Buyer the authority and right to resell such Products and Software to third parties via those channels Buyer, at its sole discretion, deems appropriate;

14.1.5. Buyer or Customer will receive good and valid title to the Products, free and clear of all liens and encumbrances of any kind;

14.1.6. the Products are free from hydrogen embrittlement and/or hydrogen degradation whether submitted to electro-plating or phosphating or otherwise;

14.1.7. Products and Software shall remain compatible for the duration of any subscription sold to Buyer.

14.1.8. the Software does not include (directly or indirectly) any open source, public-source, or freeware, except as expressly disclosed before purchase and in writing by Seller to Buyer. Seller is and shall continue to be in full compliance with the terms of all licenses relating to any software which is incorporated into or required for the operation of any of the Products;

14.1.9. the Products and Software will comply with all other warranties implied by applicable law.

14.2. **Services Warranties.** Seller warrants to Buyer that:

14.2.1. it has the unconditional and irrevocable right, power, and authority to provide the Services and grant and perform all rights and licenses granted or required by it under these Terms;

14.2.2. the Services to be provided shall conform to the specifications (including any agreed service levels) set forth in these Terms and the Order;

14.2.3. the Services shall be performed with due care, skill and diligence and in a timely and professional manner by qualified and suitable personnel in accordance with best industry standards and practices, and in compliance with any Buyer or Customer policies applicable to the site;

14.2.4. deliverables and work product provided in connection with the Services shall be accurate and complete;

14.2.5. neither its grant of the rights or licenses hereunder nor its performance of any Services or other obligations under these Terms: (i) conflicts with or violates any applicable law, including any law relating to data privacy, data security, or personal information; or (ii) require the consent, approval, or authorization of any governmental or regulatory authority or other third party; and

14.2.6. the Services shall, in Buyer’s sole discretion, be of acceptable quality.

14.3. **Warranty Specifics.** The warranties shall run to Buyer and Customer, and shall continue in full force and effect for the longer of: (i) two (2) years from delivery of the Products or Software to Customer (or from completion of any warranty repair for nonconforming Products or Software); (ii) one (1) year from completion of the Services; (iii) the standard warranty period provided by Seller for the Products or Software; (iv) duration of the Buyer or Customer’s subscription period; (v) the period specified in the Special Terms; or (vi) the mutually agreed upon period. Seller shall obtain and assign to Buyer, its assigns and each Customer the warranties provided by the manufacturers or suppliers of material or equipment incorporated into the Products and Software and shall perform its responsibilities so that such warranties remain in full force and effect. If such warranties cannot be assigned to the Buyer, its assigns or Customer, the Seller shall hold such warranties for the benefit of Buyer, its assigns or Customer’s account and shall enforce the benefit of such warranties on their behalf. If Buyer gives Seller notice of noncompliance pursuant to this Section 14, Seller shall, at its own cost and expense, and at Buyer’s sole discretion, (i) promptly replace or repair the defective or nonconforming Products and Software or re-perform the Services, or (ii) fully refund Buyer for the defective Products, Software or Services and pay for all related costs and expenses. Return of all defective or nonconforming Products or Software by Buyer or Customer to Seller and shipping of repaired or replacement Products or Software back to a designated location shall be at Seller’s expense including: (a) all transportation related charges; and (b) any expenses and penalties Buyer incurs recalling such Products or Software or articles containing such

Products or Software that have been delivered to Customer. Seller shall repair units that are out of the warranty period for actual cost of repairs. Seller shall maintain this repair service for Customer for a period of at least two (2) years after expiration of the warranty period. If Seller fails to repair or replace any Product, Software or Services in accordance with the terms of this warranty, or if immediate replacement or work is necessary to maintain operations or avoid loss of life, Buyer shall have the right to cause such replacement to be made, utilizing its own forces and/or those third parties as Buyer reasonably deems appropriate, at Seller's expense.

#### **15. COMPLIANCE WITH LAWS.**

- 15.1. Seller, as well as all Products, Software, and Services provided to Buyer and Customer, shall comply with all applicable laws, rules, orders regulations, regulatory requirements, codes of practice, and directives, as amended from time to time ("Laws and Rules"). Without limiting the generality of the foregoing, Seller shall comply with all applicable Laws and Rules relating to:
  - 15.1.1. taxation, data protection and privacy, exchange controls, anti-trust, anti-money laundering, trade sanctions, financial sanctions and criminal matters that are applicable to Seller, its group, or to their respective parent companies, or to their respective affiliates;
  - 15.1.2. imports, exports, customs, and environmental protection laws, including the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65);
  - 15.1.3. anti-human trafficking and anti-slavery, including Public Law 117-78 (Uyghur Forced Labor Prevention Act) and applicable modern slavery legislation and where applicable shall identify modern slavery risks in their operations and supply chain and ensure they take such reasonable steps to eliminate those risks; and
  - 15.1.4. anti-bribery and anti-corruption, including to the US Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and shall not engage in any activity, practice or conduct that would constitute an offence under such laws and where applicable Seller shall take reasonable steps to audit its supply chain to ensure compliance with such laws. In addition, Seller acknowledges that it has read shall comply with Buyer's Supplier Code of Conduct published on [www.wesco.com/suppliercode](http://www.wesco.com/suppliercode) which is incorporated herein by reference, as amended from time to time.
- 15.2. Seller warrants that each Product shall be manufactured, packaged, tagged and labeled in strict compliance with, and all Product literature shall be complete, accurate and strictly comply with, all applicable Laws and Rules. Within two (2) days after receipt of the Order, Seller shall provide Buyer with a written list of all hazardous or toxic substances (as those terms are defined by applicable laws) ("Hazardous Substances") contained in any Products identified in the Order. At the time of delivery, Seller shall identify in a safety data sheet ("SDS") or other written statement all Hazardous Substances contained in any Product, to the extent required by applicable laws. With the exception of such Hazardous Substances so identified, Seller warrants that at the time of delivery the Products do not contain any Hazardous Substances. Seller shall furnish to Buyer any information required to enable Buyer to comply with applicable Laws and Rules, including any certification or questionnaire regarding non-existence of any particular Hazardous Substances in the Products.
- 15.3. If providing Services, Seller shall obtain and maintain all necessary licenses, certifications, and permits, specialty

or otherwise, and shall pay all fees, taxes, and other charges required thereby.

- 15.4. Seller shall comply with all applicable Federal Acquisition Regulations ("FARs") and Executive Orders, including those published on [www.wesco.com/governance/FAR-DFARS.pdf](http://www.wesco.com/governance/FAR-DFARS.pdf), which are incorporated herein by reference, as amended from time to time.
- 15.5. Seller warrants that the Products shall comply with any country of origin or domestic content requirements stated in the Order or requested by Buyer in writing.
- 15.6. Seller shall disclose to Buyer whether any Product or equipment, system, service, part, component, or element included in a Product ("Component") is produced or provided by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or any other entity that the U.S. Department of Defense reasonably believes to fall within the definition of covered telecommunications equipment or services under section 889 of the National Defense Authorization Act for Fiscal Year 2019, including any subsidiary or affiliate of such entities (collectively, the "Restricted Entities"). If any Product or Component is produced or provided by a Restricted Entity, Seller shall provide the part number, serial number, or any other relevant information that Buyer requests to ensure compliance with U.S. law. Seller also shall disclose whether Seller is unable to ascertain whether a Product or Component sold to Buyer is produced or provided by a Restricted Entity.
- 15.7. Seller shall notify Buyer of any changes to information provided to Buyer and shall participate in any surveys or questionnaires sent to Seller from time to time (e.g. annual sustainability survey, conflict minerals requests).
- 15.8. Buyer reserves the right to immediately terminate this Order, without fault or penalty, if either party's performance is prohibited by Laws and Rules. Upon advanced notice, Seller will permit Buyer or its professional advisors immediate access to Seller's books and records in order for Buyer or its professional advisors to audit and take copies of Seller's books and records to verify Seller's compliance with its obligations in connection with these Terms, including this Section.

#### **16. INDEMNITY.**

- 16.1. Notwithstanding anything contrary in these Terms, Seller shall protect, defend, hold harmless and indemnify Buyer and its affiliates, parent company, directors, officers, employees, agents, successors, permitted assigns, and Customers (each, an "Indemnitee") from and against any and all claims, actions, liabilities, losses, deficiencies, costs, damages, judgments, interest, awards, penalties, fines and expenses (including reasonable attorneys' and professional fees and costs, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers) brought against or suffered by such Indemnitee arising out of any claim alleging:
  - 16.1.1. Seller's breach or non-fulfillment of any representation or warranty in these Terms or the Order, including any actual or alleged defect in the Products, Software, or Services;
  - 16.1.2. Seller's breach of its Software end user license agreement with Customer;
  - 16.1.3. Recall of Seller's Product;
  - 16.1.4. Seller's acts or omissions in the performance of its obligations under these Terms and the Order, including Seller's negligent or more culpable acts or

- omissions (including any recklessness or willful misconduct);
- 16.1.5. any actual or alleged failure by Seller, its agents, or by any Products, Software, or Services, to comply with any Laws and Rules;
- 16.1.6. any actual or alleged infringement or misappropriation of a patent, copyright, trade secret or other Intellectual Property Right of any third party by Seller, its agents, or by any Products, Software, or Services (for purposes of clarity, an allegation of infringement or misappropriation of the Products, Software, and/or Services in a claim or action will trigger this provision); and/or
- 16.1.7. any disputes involving promotional or advertising matters, fixtures, displays, guarantees, representations, warranties, labels, packing, and/or instructions, verbal or otherwise, furnished and/or approved by Seller.
- 16.2. As to Seller's obligation to indemnify under Section 16.1.6, if such a claim is or is likely to be made, Seller shall, at its own expense, exercise Buyer's option to either: (i) obtain for Buyer and/or Customer the right to continue to use and sell the infringing Product, Software and/or Services; (ii) modify the Products, Software, and/or Services so they are non-infringing and in compliance with these Terms; (iii) replace the Products, Software and/or Services with a non-infringing substitute of equivalent or superior functionality that comply with these Terms; or (iv) accept return (at Seller's expense) of the infringing Products, Software, and/or Services and refund to Buyer any amount paid for the infringing Products, Software, and/or Services. The remedies set forth in this Section 16.2 are cumulative and in addition to any other remedies available to Buyer under these Terms, or at law or in equity.
- 16.3. If Seller fails to assume its defense and indemnity obligations hereunder within 10 days from written notice by Buyer, Buyer has the right, but not the obligation, to proceed with its own defense (which shall include the right to settle such underlying claim or action), and Seller will reimburse and indemnify Buyer for any and all losses, settlement amounts, costs, and expenses (including reasonable attorneys' fees and expenses) incurred by Buyer in connection with such matter. To the extent an action or a claim is made against Buyer alleging infringement by multiple parties and their respective products, software and/or services including Seller and its Products, Software and/or Services, Seller will pay its proportionate share of any losses, settlement amounts, costs and expenses (including reasonable attorneys' fees and expenses) as reasonably determined by Buyer. Buyer may set off Seller's proportionate share of all such losses, settlement amounts, costs, and expenses (including reasonable attorneys' fees and expenses) against any amounts due to Seller.
- 16.4. Upon written notice to Buyer, Seller shall have the right to enter into a settlement with the party who brought a claim or action against Buyer as contemplated above; provided, (i) as part of such settlement, Seller must obtain Buyer's prior written consent, (ii) a full release in favor of Buyer in such form satisfactory to Buyer, and (iii) Seller shall remain liable for its proportionate share of any costs and expenses (including reasonable attorneys' fees and expenses) incurred by Buyer up to the date of such settlement. With respect to the foregoing indemnity obligations, Seller waives any statutory limitation of liability to which it may otherwise

be entitled under workers' compensation or similar statutes.

#### **17. INSURANCE.**

Seller shall, at its expense, procure and maintain the insurance policies in Buyer's Supplier Insurance Guide located on [www.wesco.com/supplierinsurance](http://www.wesco.com/supplierinsurance), as amended from time to time.

#### **18. CONFIDENTIALITY.**

Buyer may disclose or make available to Seller certain Confidential Information. Seller shall strictly protect and safeguard the confidentiality of the Buyer's Confidential Information with at least the same degree of care as the Seller normally uses in the protection of its own confidential information, but in no case any less degree than a reasonable degree of care. Seller shall not use Buyer's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under these Terms. Confidential Information does not include any information that (i) is or becomes generally available to the public, other than as a result of Seller's breach of this Section; (ii) is obtained by Seller on a non-confidential basis from a third-party that, to Seller's knowledge, was not legally or contractually restricted from disclosing such information; (iii) was in Seller's possession prior to disclosing party's disclosure hereunder; or (iv) was or is independently developed by Seller without using any Confidential Information. If Seller becomes legally obligated to disclose any Confidential Information by court order or other lawful government action, Seller will disclose the Confidential Information only to the extent so ordered and only after providing prompt written notification to Buyer of the pending disclosure so Buyer may attempt to obtain a protective order. Seller shall restrict internal disclosure of confidential information to its employees with a need-to-know such information and advise such employees of the obligations assumed hereunder. For the purposes of clarification, prices, discounts and rebates provided to Buyer for the Products, Software or Services shall be considered Buyer's Confidential Information. Order information identifying a Customer is furnished to Seller by Buyer on the understanding that Seller has the right to only use that information for the purposes of fulfilling such Order. If Buyer makes Seller aware of an opportunity with a Customer (excluding government and public Customers), verbally or in writing, Seller shall provide the Products and/or Services for such opportunity only through Buyer and is prohibited from pursuing or servicing such opportunity through another distributor, a third party, or directly in competition with Buyer, without Buyer's prior written approval.

#### **19. LAW. VENUE.**

These Terms and any transactions contemplated herein shall be governed according to the substantive laws of the state and country in which the Buyer is incorporated or registered to trade if the Buyer operates as a branch office, without regard to principles of conflicts of law, and shall not be governed by the U.N. Convention on the International Sale of Goods. Any issue, dispute or controversy ("Dispute") between the parties, including with respect to contract formation or the interpretation of these Terms, that cannot be commercially resolved by the parties shall, at Buyer's election, be submitted to nonbinding mediation as a condition precedent to litigation. If Buyer elects mediation, the parties shall mutually agree upon the mediator and shall share equally in the mediator's fees. If Buyer does not elect mediation or the parties cannot resolve their Dispute through the mediation process, (i) where the Buyer operates in

Australia, the parties hereby consent to (a) the exclusive jurisdiction and venue of the state or federal courts located in Sydney, New South Wales and shall not contest or challenge the jurisdiction or venue of such courts, and (b) extra-territorial service of process; (ii) where the Buyer operates in New Zealand, Hong Kong or Taiwan, the parties hereby consent to (a) the exclusive jurisdiction and venue of the local courts located in the capital city of the country in which the Buyer is incorporated or registered if the Buyer is registered to operate as a branch office and shall not contest or challenge the jurisdiction or venue of such courts, and (b) extra-territorial service of process; (iii) where the Buyer operates in Vietnam, the Dispute shall be referred to and finally resolved by arbitration administered by the Vietnam International Arbitration Centre ("VIAC") in accordance with the Arbitration Rules of VIAC for the time being in force, which rules are deemed to be incorporated by reference in this clause and the parties hereby submit to the exclusive jurisdiction of VIAC; (iv) where the Buyer operates in Indonesia, India, Japan, Korea, Malaysia, Philippines, Thailand or in any other country in the APAC region, the Dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of SIAC for the time being in force, which rules are deemed to be incorporated by reference in this clause and the parties hereby submit to the exclusive jurisdiction of SIAC. All arbitration proceedings shall be conducted before a sole arbitrator mutually appointed by the parties or by the President of SIAC or VIAC (as applicable) if the parties are unable to agree. The seat of arbitration shall be in the capital city of the country in which the Buyer is incorporated or registered to trade if the Buyer operates as a branch office. The language to be used in the arbitration shall be English. To the fullest extent permitted by applicable law, the parties hereto expressly waive any right to trial by jury in any action, suit or proceeding arising in or in connection with these Terms and the transactions contemplated herein. Notwithstanding the foregoing, if Buyer is sued in any other jurisdiction or forum (including but not limited an arbitration proceeding) for matters related to any Products, Software or Services sold to Buyer, Buyer shall have the right to join Seller as a party to any such proceeding, and Seller hereby consents to such joinder and submits to the jurisdiction of such court or presiding body.

#### **20. NOTICE.**

All notices under these Terms must be in writing (e.g., e-mail or physical mail) and addressed to the other party at its address set forth in the Order. Seller shall notify Buyer in writing if Seller experiences a material adverse change in business or financial conditions which may result in hardship complying with its obligations under these Terms.

#### **21. PUBLICITY.**

Neither party shall (orally or in writing) publicly disclose, issue any press release, or make any other public statement, or otherwise communicate with the media, concerning the existence of these Terms or the subject matter hereof, without the prior written approval of the other party.

#### **22. SURVIVAL.**

Subject to the limitations and other provisions of these Terms any provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of these Terms.

#### **23. FORCE MAJEURE.**

If Buyer is prevented from performing or is unable to perform any of its obligations under these Terms due to acts of God, epidemic, pandemic, acts of Seller or Customer, acts of civil or military authorities, riots, or civil disobedience, wars, or fires, Buyer's performance shall be excused and the time for performance shall be extended accordingly, provided that Buyer takes all reasonably necessary steps to resume full performance.

Notwithstanding the foregoing, Buyer may terminate this Order if such performance is delayed for more than 15 days, without fault or penalty.

#### **24. SUBCONTRACTING.**

Seller may subcontract all or part of its obligations hereunder solely upon written authorization by Buyer. Seller shall require all subcontractors to comply with the Order (including these Terms) and shall remain responsible and liable for all acts and omissions of subcontractors.

#### **25. TERMINATION.**

Buyer may terminate this Order upon an Event of Default. "Event of Default" means (i) a breach of these Terms that remains uncured for five (5) days after Seller is made aware of such breach; or (ii) Seller becomes insolvent, declares bankruptcy, or goes into liquidation, whether voluntary or involuntary, or a receiver is appointed to take possession of the business, properties, or undertakings of Seller. If Buyer terminates an Order for subscription Software or Services, Buyer shall be entitled to a pro-rata refund for the time period remaining after the effective date of termination. In the event of termination, Seller shall cooperate with Buyer to provide, at Buyer's request, such transition services as may be reasonably necessary to ensure a smooth and orderly transition of the Services to a new service provider designated by Buyer.

#### **26. GENERAL.**

No amendments, modifications, waivers, rescission, or termination of these Terms can be made through the parties' course of dealings and no such change can be made except in a single writing signed by the parties hereto. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of these Terms to the same extent as if they were set forth verbatim herein. Failure by Buyer to exercise any right or remedy under these Terms will not be deemed a waiver of such right or remedy unless in writing signed by Buyer, nor shall any waiver be implied from the acceptance of any payment. No waiver by Buyer of any right shall extend to or affect any other right, nor shall a waiver by Buyer of any breach extend to any subsequent similar or dissimilar breach. All rights and remedies provided in these Terms are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise. These Terms shall be for the benefit of the parties and not for the benefit of any other person, except as specified in any applicable Order. Seller may not assign these Terms or any Order, by operation of law or otherwise, without the express written approval of Buyer. Any attempt to assign or transfer all or any part of these Terms without first obtaining that written consent will be void and of no force or effect. Notwithstanding the foregoing, these Terms shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each Party. Any provision of these Terms that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be limited or eliminated to the minimum extent required by that jurisdiction, and the remaining provisions of these Terms will remain in full force and

effect. References to hyperlinked terms in these Terms are references to terms or content linked to the hyperlink (or the replacement hyperlink as Buyer may identify from time to time) as amended from time to time. Seller acknowledges that the terms or content in the hyperlink are incorporated into these Terms by reference and that it is Seller's responsibility to review the terms or content in the hyperlinks referenced in these Terms. The parties are independent contractors and will have no right to assume or create any obligation or responsibility on behalf of the other party. These Terms are prepared in English and also available in other languages such as Mandarin, Chinese, Japanese and Indonesian. The prevailing language of these Terms is English and any dispute arising from these Terms will be settled to the extent permitted by law based on the English version of these Terms.

EFFECTIVE 1 February 2025

## **AUSTRALIA ADDENDUM**

### **27. APPLICATION.**

This Addendum supplements and amends the Terms where the Buyer is Anixter Australia Pty Ltd ABN 68 055 815 551, Rahi Systems Australia Pty Ltd ABN 48 627 388 381, Central Security Distribution Pty Ltd ABN 25 129 573 164, Inner Range Pty Ltd ABN 26 007 103 933 or Wesco Australia Pty Ltd ABN 37 133 711 038. In the event of any inconsistency between this Addendum and the Terms, this Addendum shall prevail to the extent of the inconsistency. Clauses 28 to 35 supplement and amend the Terms to ensure compliance with the Australian Consumer Law (ACL) and other applicable laws in Australia in respect of unfair contracts.

### **28. DEFINITIONS.**

"Small Business Contract" means a contract where: (a) at least one party is a business that employs fewer than 20 persons; and (b) the upfront price payable under the contract does not exceed \$300,000, or \$1,000,000 if the contract duration is more than 12 months.

### **29. UNILATERAL VARIATION CLAUSES.**

Any provision in the Terms allowing unilateral variation by either party shall only be exercised: (a) with reasonable written notice to the other party of not less than 30 days; (b) where reasonably necessary to protect legitimate business interests; and (c) with an opportunity for the other party to terminate the agreement between the parties, Order or SOW without penalty if the variation would cause material detriment to the other party.

### **30. TERMINATION RIGHTS.**

Notwithstanding any provision in the Terms: (a) both parties have reciprocal rights to terminate for material breach; (b) notice periods for termination shall be reasonable and proportionate; and (c) any automatic renewal provision shall require explicit consent from both parties.

**31. LIABILITY AND INDEMNIFICATION.** Any limitation of liability or indemnification provisions shall apply: (a) apply reciprocally to both parties where appropriate; (b) not exclude liability for gross negligence, willful misconduct or breach of mandatory laws; (c) be reasonably necessary to protect legitimate business interests.

### **32. DISPUTE RESOLUTION.**

Both parties shall have equal rights to: (a) initiate dispute resolution proceedings; (b) choose venue for proceedings within Australia; (c) present evidence and be heard.

### **33. SEVERABILITY.**

If any of the Terms is found to be unfair within the meaning of the ACL or applicable laws: (a) that provision shall be void to the extent it is unfair; (b) the remaining

provisions shall continue in full force and effect; (c) the parties shall negotiate in good faith to replace the void provision with a fair and reasonable alternative.

### **34. COMPLIANCE REVIEW.**

The parties agree to: (a) review the Terms periodically for compliance with unfair contract terms legislation; (b) promptly address any provisions that may be deemed unfair; (c) cooperate in implementing necessary changes.

### **35. ACKNOWLEDGMENT.**

The parties acknowledge that: (a) clauses 27 to 34 of this Addendum are designed to promote fairness and balance in the contractual relationship; (b) the provisions herein are reasonably necessary to protect legitimate business interests; (c) both parties have had the opportunity to seek independent legal advice; and (d) the terms have been subject to genuine consideration and, where appropriate, negotiation.

EFFECTIVE 18 February 2025

## NEW ZEALAND ADDENDUM

### 36. APPLICATION.

This Addendum supplements and amends the Terms where the Buyer is Anixter New Zealand Limited or Atlas Gentech (NZ) Limited. In the event of any inconsistency between this Addendum and the Terms, this Addendum shall prevail to the extent of the inconsistency. Clauses 37 to 43 supplement and amend the Terms to ensure compliance with the Fair Trading Act 1986 (FTA) and other applicable laws in New Zealand in respect of unfair contracts.

### 37. DEFINITIONS.

37.1. "Small Trade Contract" means trading a relationship where

- (a) the actual or anticipated annual value of trading between the parties is less than NZD 250,000 in any 12-month period; and
- (b) neither party is a "large business" (defined as having 20 or more employees) at the time the contract is entered into

37.2. "Standard Form Contract" means a contract that has not been subject to effective negotiation between the parties.

### 38. UNILATERAL VARIATION CLAUSES.

Any provision in the Terms allowing unilateral variation by either party shall only be exercised:

- (a) with reasonable written notice to the other party of not less than 30 days;
- (b) where reasonably necessary to protect legitimate business interests; and
- (c) with an opportunity for the other party to terminate the agreement between the parties, Order or SOW without penalty if the variation would cause material detriment to the other party.

### 39. TERMINATION RIGHTS.

Notwithstanding any provision in the Terms:

- (a) both parties have reciprocal rights to terminate for material breach;
- (b) notice periods for termination shall be reasonable and proportionate;
- (c) any automatic renewal provision shall require explicit consent from both parties.

### 40. LIABILITY AND INDEMNIFICATION.

Any limitation of liability or indemnification provisions shall apply:

- (a) apply reciprocally to both parties where appropriate;
- (b) not exclude liability for gross negligence, willful misconduct or breach of mandatory laws;
- (c) be reasonably necessary to protect legitimate business interests.

### 41. DISPUTE RESOLUTIONS.

Both parties shall have equal rights to:

- (a) initiate dispute resolution proceedings;
- (b) choose venue for proceedings within New Zealand;
- (c) present evidence and be heard.

### 42. SEVERABILITY.

If any of the Terms is found to be unfair within the meaning of the FTA or applicable laws:

- (a) that provision shall be void to the extent it is unfair;
- (b) the remaining provisions shall continue in full force and effect;
- (d) the parties shall negotiate in good faith to replace the void provision with a fair and reasonable alternative.

### 43. COMPLIANCE REVIEW.

The parties agree to:

- (a) review the Terms periodically for compliance with unfair contract terms legislation;
- (b) promptly address any provisions that may be deemed unfair;
- (c) cooperate in implementing necessary changes.

### 44. ACKNOWLEDGMENT.

The parties acknowledge that:

- (a) clauses 36 to 42 of this Addendum are designed to promote fairness and balance in the contractual relationship;
- (b) the provisions herein are reasonably necessary to protect legitimate business interests;
- (c) both parties have had the opportunity to seek independent legal advice; and
- (d) the terms have been subject to genuine consideration and, where appropriate, negotiation.



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