GENERAL CONDITIONS OF SALE

August 2021

1 RESPONSIBILITY

Without limiting any other clause as set out within this General Conditions of Sale, the Company will not be liable for any loss, damage, claim or expense whatsoever caused or contributed to by any act or omission of the Purchaser, any third party engaged by the Purchaser, or otherwise outside the reasonable control of the Company.

2 DELIVERY

Dates quoted for delivery of goods are the Company's best estimates as at the date of quotation, however, delivery on these dates is not guaranteed and in no circumstances will the Company be liable, and the Purchaser indemnifies the Company, for any loss or damage resulting from a delay in delivery of the goods. Delivery periods quoted are based on the period from either the date of receipt of an official purchase order at the Company's office or clarification of all technical aspects in respect of that order to the reasonable satisfaction of the Company, whichever is the latter. The Company reserves the right to deliver ahead of promised schedule any or all parts of those goods which are manufactured or purchased specifically for an order in economical batch quantities and which are not standard stock line items. Unless specified in the Company's quotation (or any order accepted by the Company), the point of delivery shall be ex works, Rydalmere, New South Wales.

3 ORDERS

Any order placed for goods and/or services by the Purchaser with the Company will be placed on the basis of these General Conditions of Sale to the exclusion of all other terms. The Purchaser acknowledges and agrees that any terms and conditions on the Purchaser's order form will not form part of the Contract unless those terms are expressly accepted by the Company in writing. If the Purchaser does not agree to be bound by these General Conditions of Sale it must not submit an order for goods and/or services to the Company. If the Purchaser submits an order it will be deemed to have accepted these General Conditions of Sale and any delivery of goods or provision of services made pursuant to receipt of an order shall, irrespective of any purported terms or conditions set out by the Purchaser in respect of such order, be subject to these General Conditions of Sale to the exclusion of all others.

The Company is not bound by any order unless and until it accepts the order, either by notifying the Purchaser of that acceptance or by commencing performance of the order. To the fullest extent permitted by law, the Company is not obliged to accept any order (even if the order was placed in response to a quotation). Once the Company accepts an order, the parties must comply with that order in accordance with these General Conditions of Sale. For the avoidance of doubt, the Purchaser agrees to withdraw any terms and conditions stated on its purchase order in favour of these General Conditions of Sale.

4 DELAYED SHIPMENT

If the Purchaser (for any reason) is unable or unwilling to accept any goods by the date for delivery as set out in accordance with the agreed delivery schedule within the applicable order, then the Purchaser must advise the Company of an alternative address to which delivery can be made (or an alternative time for delivery, if required). The Purchaser acknowledges and agrees that any and all additional transportation and storage charges incurred by the Company as a result of a delay or any change in the point of delivery as contemplated by this clause (**Additional Costs**) will be the responsibility of the Purchaser and the Purchaser must pay the Additional Costs to the Company on demand.

5 UNCOLLECTED GOODS

If any goods received by the Company for the purpose of conducting an inspection, quotation or repairs are not collected by the Purchaser within the time period agreed between the parties, the Company must provide notice in writing to the Purchaser requesting that it collect the goods within a reasonable time period set out in the notice. If the Purchaser fails to collect the goods within the period provided for in the relevant notice, the Purchaser acknowledges and agrees that the Company may dispose of the goods in accordance with the *Uncollected Goods Act 1995 (NSW)* (**Act**) and the proceeds from the sale of the goods shall be retained by the Company in settlement of all charges claimable under the Act including, but not limited to, any costs associated with the carriage or storage of the goods or for any repairs or other work done in connection with the goods, maintenance, insurance and costs incurred by the Company for the disposal of the goods.

6 TITLE AND RISK OF LOSS

Title to all goods supplied by the Company to the Purchaser remains with the Company, and does not pass to the Purchaser until the price for those goods (and all other moneys owing by the Purchaser to the Company on any account whatsoever) (**Amount Outstanding**) is paid to and received by the Company in full. The risk of loss or damage to the goods is transferred from the Company to the Purchaser at the time of the delivery of the goods to the contracted shipment point.

(a) Until title to the goods supplied by the Company to the Purchaser passes to the Purchaser in accordance with this clause 6, the Purchaser must:
   - (i) store the goods separately from the Purchaser's own goods and those of third parties, to enable them to be readily identified as the Company's property;
   - (ii) hold the goods as the bailee and fiduciary agent of the Company;

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(iii) not supply or sell the goods to any person, other than with the Company's prior written consent or in the ordinary and usual course of the Purchaser's business, it being acknowledged that any such supply or sale by the Purchaser will be as the bailee and fiduciary agent of the Company;

(iv) when requested by the Company, allow the Company to enter the premises where the goods are stored to inspect the goods and provide to the Company the consent of any person whose consent is required for that entry;

(v) keep records that relate to the goods separately identifiable and readily distinguishable from those that relate to any other goods in its possession;

(vi) not allow any person to have or acquire any encumbrance or security interest in the goods; and

(vii) keep the goods insured against theft, damage and destruction (and if the Purchaser fails to insure the goods, the Company may do so and the Purchaser must reimburse the Company for the cost of insurance).

(b) If the Purchaser sells or otherwise disposes of the goods supplied by the Company before title to them has passed from the Company to the Purchaser:

(i) that part of the proceeds of any sale or dealing as is equal to the Amount Outstanding or if the proceeds of sale or dealing are less than the Amount Outstanding, the whole of the proceeds of sale or dealing (in either case, the **Company's Entitlement**) must be held by the Purchaser in a separate identifiable account on trust for the Company and must not be mixed with any other moneys of the Purchaser; and

(ii) the Purchaser must account to the Company for the Company's Entitlement, until all liability of the Purchaser to the Company has been discharged.

The Purchaser acknowledges that the Company may register its interest in the goods pursuant to section 12 of the *Personal Property Securities Act 2009 (Cth)* (**PPSA**) and the Purchaser will not do anything to prevent the Company registering its interest in the goods. The Purchaser agrees, at its cost, to do all things and execute all deeds, instruments or other documents as may be necessary or desirable to give full effect to the provisions of these terms and conditions, the Contract or the rights of the Company under the PPSA. If the Purchaser fails to comply with this clause, then the Company may:

(a) terminate the Contract immediately on notice in writing to the Purchaser; and

(b) the Company may, as agent of the Purchaser, enter premises where the goods are located and do all things necessary to retake possession of the goods, without liability for trespass or any resulting damage.

7 MATERIAL AND WORKMANSHIP WARRANTY

If the Purchaser believes that any part of the goods or services delivered to it under the Contract are defective in material or workmanship under normal and proper use (**Alleged Defect**), within the Warranty Period, the Purchaser must provide notice of that Alleged Defect to the Company in writing within 10 Business Days of becoming aware of the Alleged Defect (**Defect Notice**).

Within 10 Business Days of receipt of a Defect Notice, the Company will acting reasonably and in good faith, notify the Purchaser if it agrees (or disagrees) that there is an actual defect in the goods or part of the goods the subject of the Alleged Defect.

If the Company agrees that there is an actual defect in the goods or part of the goods or services that is covered by the warranty set out in this clause 7 (Defective Item), then the Purchaser must at the Purchaser's cost, arrange for the Defective Item to be returned to the Company's premises specified by the Company and the Company will, at its cost, repair or replace the Defective Item in accordance with clause 17 of these terms and conditions and return to original place of delivery.

The Company will not be responsible for costs of removal, installation or re-installation of any equipment, goods, or any other items supplied by third parties, where such removal, installation or reinstallation is required to repair or replace any defective Goods. Furthermore, the Company will not be responsible for and assumes no liability for materials or workmanship or any transportation charges, labor costs or other related expenses for any work performed by third parties in the repair or replacement of defective Goods, without the Company's prior written consent.

This warranty will be voided if (a) the Goods have not been stored, installed, maintained or operated in accordance with accepted industrial practice or any specific instructions provided by the Company; (b) the Goods has been subjected to any accident, misapplication, environmental contaminant, corrosion, improper passivation, abuse or misuse; (c) the Purchaser has used, repaired, or modified the Goods after discovery of the defect without the Company's prior written consent to continue use, (d) the Purchaser refuses to permit the Company to examine the Goods and operating data to determine the nature of the defect claimed; or (e) Purchaser fails to meet its obligations under paragraph

Any replacement or repaired Goods or services will be warranted against defects in material or workmanship for the unexpired portion of the warranty applicable to the particular Goods and/or services.

8 DESIGN OF GOODS

The Purchaser acknowledges that no order (or acceptance of any order) constitutes a proposal by the Company for supply of goods by description and that the Company reserves the right to modify the design and/or the construction of the goods, including without limitation to alter the dimensions, capacity and materials comprising the goods (**Relevant Modification**), at any time prior to delivery (provided that the Relevant Modification does not change the goods to such an extent that they are no longer fit for the purpose for which the Purchaser requires the goods as communicated to the Company in writing prior to the date of the relevant order). The Company may make any Relevant Modification without prior notice to the Purchaser and without incurring any obligation or liability in respect of the Relevant Modification, or in respect of any consequential modification required as a result of the Relevant Modification. For the avoidance of doubt, any change to the goods made pursuant to this clause 8, does not constitute a defect in material or workmanship for the purposes of clause 7.

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Any drawing(s) or information submitted or disclosed to the Purchaser by the Company is the subject of copyright and is confidential and may not be copied, used in any way, reverse engineered or disclosed to any person by the Purchaser without the prior written consent of, and in the manner permitted by, the Company in its absolute discretion.

9 PRICING

Prices quoted are based on the cost of labour, materials, transport, statutory working regulations, and for overseas components, exchange rate rulings (**Components**), duties, tariffs and similar costs at the date of any quotation or proposal provided by the Company to the Purchaser. The Purchaser acknowledges and agrees that any variation to the Components may require an adjustment to the price prior to the Purchaser placing an order (as advised by the Company to the Purchaser).

10 ADDITIONS TO OR CHANGES IN CONTRACT

If any additions or modifications to the goods or services (as applicable) to be supplied are required by the Purchaser, the price quoted will be adjusted accordingly and will remain subject to these General Conditions of Sale.

11 CANCELLATION OF ORDERS

Orders accepted by the Company cannot be cancelled or items purchased from the Company returned, other than with the prior written consent of the Company, at its sole discretion, and otherwise in accordance with these General Conditions of Sale. In the event that the Company permits the cancellation of an order, the Purchaser upon notice must pay all reasonable costs incurred by the Company arising from the cancellation, in addition to a cancellation fee equivalent to 20% of the original Order value or $500, whichever value is greater.

12 TAXES

Any sales or other tax (including GST) applicable at this time or which may be enacted after the date of the Contract, if applicable to the goods and services being supplied, must be added to the quoted price. If GST is imposed on any Supply made under or in accordance with the Contract, the Recipient of the Taxable Supply must pay to the Supplier an additional amount equal to the GST payable on or for the Taxable Supply, subject to the Recipient receiving a valid Tax Invoice in respect of the Supply, at the same time and in the same way as payment of the Taxable Supply is required to be made.

13 DISPUTE RESOLUTION

If any dispute arises between the parties arising out of, or in connection with, the Contract , including its construction, effect, the rights and obligations of the parties, the performance, breach, rescission or termination of the Contract, the entitlement of any party to damages or compensation (whether for breach of contract, tort or any other cause of action) or the amount of that entitlement (**Dispute**), the party claiming that a Dispute has arisen must deliver to the other party a notice containing particulars of the Dispute (**Dispute Notice**) within 10 Business Days of the party becoming aware of the matters giving rise to the Dispute. During the period of 10 Business Days after delivery of the Dispute Notice, or any longer period as agreed, in writing, by the parties (**Initial Period**), each of the parties must use its reasonable endeavours and act in good faith to resolve the Dispute by discussion and negotiation. If the parties are unable to resolve the Dispute within the Initial Period, the Dispute must be referred to the respective Senior Management (or their nominees) of the parties. The parties must ensure that the Senior Management (or their nominees) appointed:

(a) have authority to negotiate and, if appropriate, enter into a binding agreement on behalf of the relevant party;
(b) meet promptly (and in any event within 3 Business Days) after the matter is referred to them; and
(c) use their reasonable endeavours and act in good faith to resolve the matter within 5 Business Days after the matter is referred to them or any longer period agreed in writing by the parties to the Dispute.

If the Senior Management (or their nominees) have been unable to resolve the Dispute within the period stated above, then the parties must submit the Dispute to mediation administered by the Australian Commercial Disputes Centre (**ACDC**) in accordance with the ACDC Guidelines for Commercial Mediation (**Rules**), which Rules are taken to be incorporated into the Contract. A party may not commence court proceedings in respect of a Dispute unless it has complied with this clause and until the procedures in this clause have been followed in full, except where the party seeks injunctive relief in relation to a Dispute from an appropriate court or following those procedures would mean that a limitation period for a cause of action relevant to the issues in dispute will expire.

14 PAYMENT

Payment for goods and services will become due in full thirty (30) calendar days from the date on which the Company provides the Purchaser with a tax invoice in respect of the relevant goods and services.

If the Purchaser defaults in the payment of any money payable under these terms and conditions, the Contract or any other agreement between the Company and the Purchaser, then the Company may do one or both of the following:

(a) suspend performance of its obligations under these terms and conditions, the Contract or any other agreement between the Company and the Purchaser until all amounts owing by the Purchaser to the Company (whether under these terms and conditions or otherwise and whether or not actually payable at that time) are paid in full; and
(b) charge interest on the amount outstanding at the 6% p.a. accruing daily from and including the due date for payment until the date of payment in full.

15 LIMITATIONS OF LIABILITY

Subject to clauses 16 to 18 (inclusive) and to the maximum extent permitted by law, the Company is not liable to the Purchaser or to any other person for:

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(a) any loss (whether direct or indirect) or damage of any kind caused by or resulting from any act or omission of the Company or any of its employees, agents or contractors; or

(b) any loss of profits or anticipated profits, loss of revenue, economic loss, loss of use, loss of business opportunity, loss or damage or wasted management time or any special, incidental, indirect or other consequential loss or damage, even if notified of the possibility of that potential loss or damage and irrespective of whether it is due to negligence, breach of contract, tort or any other cause .

16 EXCLUSION OF IMPLIED WARRANTIES

Any guarantee, representation, warranty, condition or undertaking that would be implied in these terms and conditions by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by law.

Nothing in these terms and conditions excludes, restricts or modifies any guarantee, condition, warranty, right or remedy conferred on the Purchaser by the Australian Consumer Law or any other applicable law that cannot be excluded, restricted or modified.

17 LIABILITY FOR BREACH OF NON EXCLUDABLE RIGHTS

To the maximum extent permitted by law, the liability of the Company for a breach of a non-excludable guarantee, condition or warranty referred to in clause 16 is limited, at the Company's option, to any one or more of the following:

(a) in the case of goods:
  (i) the replacement of the goods or the supply of equivalent goods;
  (ii) the repair of the goods;
  (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  (iv) the payment of the cost of having the goods repaired; and

(b) in the case of services:
  (i) the re-supply of services; or
  (ii) the payment of the cost of having replacement services or equivalent.

18 INDEMNITY

The Purchaser must indemnify the Company against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Company or which the Company may pay, sustain or incur as a direct or indirect result of any one or more of the following which include, but are not limited to:

(a) any breach or non-performance of these terms and conditions by the Purchaser;

(b) any wrongful, wilful or negligent act or omission of the Purchaser or any of its employees, agents or contractors;

(c) the storage, handling or use of any goods sold under or in connection with these terms and conditions, except to the extent that the relevant action, claim, proceeding, demand, liability, loss, damage, expense or cost was caused by the wrongful, wilful or negligent act or omission of the Company or any of its employees, agents or contractors; and

(d) any injury or loss sustained by any person who is employed or engaged by the Purchaser as an employee, agent or contractor for the purpose of (possibly among other things) the performance by the Purchaser of its obligations under these terms and conditions and who suffers any injury or loss arising out of or in the course of such employment or engagement.

19 DEFAULT AND TERMINATION

(a) If an Event of Default, other than an Insolvency Event, occurs in relation to a party (**Relevant Party**), the other party may give a notice (**Default Notice**) to the Relevant Party specifying the Event of Default and requiring the Relevant Party to remedy the default within 5 Business Days (or such longer period as agreed by the parties acting reasonably and having regard to the nature of the default) after the Default Notice is given to the Relevant Party.

(b) If a party (**Defaulting Party**) receives a Default Notice and does not comply with the notice within the relevant period referred to in clause 19(a) or is the subject of an Insolvency Event, then the other party, without limiting its other rights and remedies, may terminate the Contract by giving to the Defaulting Party notice with immediate effect (**Termination Notice**).

(c) The Company may at any time by giving not less than one month's notice to the Purchaser terminate the Contract for any reason.

(d) On termination of the Contract, the Contract is at an end as to its future operation except for the enforcement of any right or claim that arises on, or has arisen before, the date of termination.

(e) Despite any other provision of the Contract, on termination of the Contract:
  (i) all orders (whether or not accepted by the Company at the time of termination) will be automatically cancelled, except to the extent otherwise directed in writing by the Company; and
  (ii) the Purchaser must within 5 Business Days, pay the Company all amounts owing by the Purchaser to the Company, whether due at that time or not.

20 INTELLECTUAL PROPERTY RIGHTS

(a) The Purchaser acknowledges and agrees that all Intellectual Property Rights in the goods and services are owned or entitled to be owned by the Company or a Related Body Corporate of the Company.

(b) The Purchaser must:
  (i) only use the Intellectual Property Rights in accordance with the reasonable written directions of the Company and to the extent required in order to comply with its obligations under the Contract;
  (ii) not license any of the Intellectual Property Rights to or allow the use of any of the Intellectual Property Rights by any other person in any circumstances;
  (iii) not use the Wabtec Trade Identification in conjunction with or as part of any other trade marks, names or words, without the prior written consent of the Company;

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(iv) at all times maintain the distinctiveness of and reputation associated with the Wabtec Trade Identification as reasonably required by the Company;
(v) immediately notify the Company of, and comply with the Company's directions in relation to, any issue, claim, demand, threat, notice of proceedings or cause of action (whether contingent, accrued or otherwise) against or involving the Purchaser relating to any Intellectual Property Rights; and
(vi) do all other acts and things that may be reasonably required by the Company to ensure the protection of the Intellectual Property Rights.

21 FORCE MAJEURE

The obligations of the Company will be suspended during the time and to the extent that the Company is prevented from or delayed in complying with those obligations as a result of a Force Majeure Event. If the Company is affected by a Force Majeure Event, it must:
(a) as soon as reasonably possible after being affected give the Purchaser particulars of the Force Majeure Event and the manner in which the Company's performance of its obligations will be prevented or delayed; and
(b) take reasonable steps to remove, overcome or minimise the effects of the Force Majeure Event, except that the Company is not obliged to settle a strike, lockout or other labour difficulty.

22 GOVERNING LAW

The Contract is governed by and must be construed in accordance with the laws in force in New South Wales, Australia. The parties submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to the Contract, its performance or subject matter.

23 ENTIRE UNDERSTANDING

These terms and conditions (together with any order submitted under them) contain the entire understanding between the parties concerning the subject matter of the Contract and supersedes all prior communications between the parties. Each party acknowledges that, except as expressly stated in these terms and conditions, that party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of another party in relation to the subject matter of the Contract.

24 SEVERABILITY

Any provision of the Contract which is invalid in any jurisdiction must, in relation to that jurisdiction must be read down to the minimum extent necessary to achieve its validity, if applicable, and be severed from the Contract in any other case, without invalidating or affecting the remaining provisions of the Contract or the validity of that provision in any other jurisdiction.

25 SUCCESSORS AND ASSIGNS

This Contract binds and benefits the parties and their respective successors and permitted assigns under clause 27.

26 NO ASSIGNMENT

A party cannot assign or otherwise transfer the benefit of the Contract without the prior written consent of the other party.

27 NO VARIATION

This Contract cannot be amended or varied except in writing signed by the parties.

28 NOTICES

A notice or other communication required or permitted to be given to a party must be in writing and delivered personally or sent by pre-paid post, email or facsimile to that party's address or facsimile number stated in the relevant part of the Contract or as otherwise notified in writing by that party to each other party from time to time.
A notice or other communication is deemed given:
(a) if personally delivered, on delivery;
(b) if mailed, on the expiration of 2 Business Days after posting;
(c) if sent by email, on the date and time at which it enters the addressee's information system (as shown in a confirmation of delivery report from the sender's information system, which indicates that the email was sent to the email address of the addressee notified for the purposes of this clause); or
(d) if sent by facsimile, on confirmation of successful dispatch by the sender's machine,
but if the delivery or receipt is on a day which is not a Business Day or is after 5.00 pm (addressee's time), it is deemed to have been received at 9.00 am on the next Business Day.

29 SURVIVAL

Clauses 5, 9, 13, 14, 15, 16, 17, 18, 19, 20, 22, 28 and 29 survive termination and/or expiry of this Contract.

30 DEFINITIONS

For the purposes of these terms and conditions:
Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*.
Business Day means a day other than a Saturday, Sunday or public holiday in New South Wales.
Company means Wabtec Australia Pty Ltd ACN 087 058 099.
Consideration, GST, Input Tax Credit, Recipient, Supply, Tax Invoice and Taxable Supply have the meanings given to those expressions in the GST Act and Supplier means any party treated by the GST Act as making a Supply under these terms and conditions.
Contract means these General Conditions of Sale together with each order submitted by the Purchaser to the Company in accordance with these General Conditions of Sale.
Corporations Act means *Corporations Act 2001 (Cth)*.

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goods means the rail and bus industry goods supplied by the Company as set out in a relevant order (including any electronic and pneumatic parts).

Event of Default means, in relation to a party to the Contract, the occurrence of any one or more of the following events or circumstances:

(a) the party fails to comply with any of its obligations under the Contract;
(b) an Insolvency Event occurs in relation to the party (or any person comprising the party);
(c) a change of control occurs in relation to the party (or any person comprising the party), other than with the consent of each other party;
(d) a notice of deregistration of the party (or any person comprising the party) is given under the Corporations Act;
(e) the party fails to pay by the due date any amount due and payable by it under the Contract;
(f) the party becomes unable to perform all of its obligations and take all actions contemplated under the Contract; and
(g) the party ceases or threatens to cease to carry on business or a substantial part of it.

Force Majeure Event means any act, event or cause, other than a lack of funds:

(a) as a direct or indirect result of which, the party relying on it is prevented from or delayed in performing any of its obligations under the Contract; and
(b) that is beyond the reasonable control of that party.

Insolvency Event means, in relation to a party to the Contract, any one or more of the following events or circumstances occurring in relation to the party (or any person comprising the party):

(a) being in liquidation or provisional liquidation or under administration;
(b) having a controller or analogous person appointed to it or any of its property;
(c) being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;
(d) being unable to pay its debts or being otherwise insolvent;
(e) becoming an insolvent under administration, as defined in section 9 of the Corporations Act;
(f) entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; and
(g) any analogous event or circumstance under the laws of any jurisdiction.

Intellectual Property Rights means all present and future intellectual and industrial property rights in the goods and/or services conferred by law and wherever existing, including:

(a) the Wabtec Trade Identification;
(b) patents, designs, copyright, rights in circuit layouts, know how, domain names, inventions, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;
(c) any application or right to apply for registration of any of these rights;
(d) any registration of any of these rights or any registration of any application referred to in paragraph (c); and
(e) all renewals and extensions of these rights.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Related Body Corporate has the meaning given in the Corporations Act.

Prescribed Rate means [***insert***].

Purchaser means any person who submits an order for goods and/or services to the Company.

services means any services provided by the Company to the Purchaser in respect of the goods as set out in an order (including any repair and maintenance services).

Wabtec Trade Identification means the trade marks, service marks, symbols, branding, logos and other trade indicia (whether registered or not) owned or controlled by the Company or any of its Related Bodies Corporate and used in connection with the business conducted by the Company and its Related Bodies Corporate under the "Wabtec" name (or any name which replaces the that name).

Warranty Period means:

(a) the period that is 12 months from the date on which the goods were shipped by the Company to the point of delivery; or
(b) in the case of any spare parts forming part of the goods (or provided to the Purchaser in order to repair or replace the goods), 6 months (whether those parts are related to electronics, pneumatics or otherwise) from the date on which the relevant parts were shipped by the Company to the point of delivery.

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