



Global Terms and Conditions of Purchase - ENGLISH D1298292

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Hear now. And always



Standard Terms and Conditions of Purchase

1. The Terms

- 1.1. These Terms constitute the terms and conditions on which we, Cochlear, purchase Goods and / or Services from you, the Supplier.
- 1.2. These Terms and any Purchase Order to which they apply constitute the entire agreement between the Supplier and Cochlear and supersede all previous correspondence, agreements and representations.
- 1.3. Any terms and conditions supplied or endorsed by Supplier on any quotation, correspondence, invoice, or acceptance or acknowledgment of a Purchase Order will not be binding on us, will have no legal effect and will not constitute part of any agreement to supply the Goods and / or Services.

2. Purchase Orders

- 2.1. All Purchase Orders from Cochlear must be made in writing and be authorised by Cochlear.
- 2.2. The Supplier must acknowledge all Purchase Orders with confirmed delivery date within five (5) Business Days after receipt and send Cochlear a confirmation in writing. If the Supplier has neither confirmed, nor rejected the Purchase Order within this period, the Supplier is deemed to have accepted the Purchase Order and thereby these Terms. This shall constitute a binding contractual agreement for the supply of Goods and / or Services described in the Purchase Order.

3. Cochlear Entities

The Purchase Order will be issued by the Cochlear Entity stated on the relevant Purchase Order. You acknowledge that:

- (a) each Cochlear Entity is a separate and independent legal entity;
- (b) your contractual agreement for provision of the Goods and / or Services is with only the Cochlear Entity stated on the Purchase Order; and
- (c) no Cochlear Entity is liable for any other Cochlear Entity's acts or omissions.

4. Price

- 4.1. Cochlear will pay the Supplier the price for the Goods and / or Services specified in a Purchase Order, subject to the Payment Terms set out in a Purchase Order. If no Payment Terms are set out in a Purchase Order, Cochlear will pay the price for the Goods and / or Services within 30 days from the date of invoice.
- 4.2. The price for the Goods and / or Services shown in the Purchase Order is a firm price and is not subject to any price variation.
- 4.3. Unless otherwise agreed in writing by Cochlear, where the provision of the Goods and / or Services include non-recurring engineering costs, such non-recurring engineering cost must be charged to Cochlear as part of the agreed development costs for the relevant Goods and / or Services and must not be amortised by the Supplier over any subsequent purchases by Cochlear.
- 4.4. Each invoice must clearly and separately reference the Purchase Order Number applicable, and show the amount of any GST or other relevant taxes that are payable and contain or be accompanied by a statement that accurately and completely describes the Goods and / or Services to which it relates, including a detailed description of the relevant Goods and / or Services so as to easily enable Cochlear to clearly identify the same.
- 4.5. If Cochlear disputes the correctness of any invoice issued by the Supplier (or disagrees with any amount invoiced for any reason), then Cochlear may withhold payment of the disputed sum (and the relevant invoice will be deemed to have been amended by

the Supplier to reflect the undisputed amount) until any such dispute is resolved to the satisfaction of both Cochlear and the Supplier.

- 4.6. If you are subject to any GST, VAT or other sales taxes imposed by any Government / Tax authorities you may add to the price of all affected supplies the amount of GST, VAT or other sales taxes for which you are or become liable in respect of those affected supplies, as calculated by you in accordance with the relevant GST, VAT or sales tax law and issue a tax invoice reflecting any such taxes. Any subsequent adjustments to the GST, VAT or other sales taxes already paid will be repaid to us, if excess was paid, or pay to you, if any deficiency in the amount previously paid.
- 4.7. If you are not subject to GST, VAT or any other sales tax, all taxes imposed by law upon or on account of the Goods and / or Services (except those specifically imposed by law upon us) and all shipping charges will be borne by you, unless otherwise provided in these Terms or agreed in writing by us.

5. Excess Quantities

Unless otherwise agreed in writing by us, we accept no responsibility or liability for Goods supplied or Services provided in excess of the quantities set out in the Purchase Order.

6. Performance of the Supplier's Obligations

- 6.1. The Supplier must provide the Goods and Services to Cochlear and perform its other obligations:
 - (a) in a timely, efficient, proper and workmanlike manner, using reasonable care, skill and diligence;
 - (b) using a sufficient number of suitably trained, qualified, skilled and experienced personnel;
 - (c) in accordance with:
 - (i) if applicable, the Quality Terms and Conditions (available at <https://www.cochlear.com/global/en/corporate/terms-and-conditions-of-purchase>) or terms of a separate quality agreement or manual as may be agreed in writing between the parties;
 - (ii) best industry practice, using the skill, diligence, prudence, foresight and judgment which would be expected from a highly skilled and experienced person engaged in the same type of undertaking as the Supplier, applying the standards currently generally applied in the Supplier's industry;
 - (iii) all applicable laws;
 - (iv) the reasonable directions (consistent with the provisions of the Purchase Order) of Cochlear from time to time; and
 - (v) at such places and between such hours as are set out in the Purchase Order or as requested by Cochlear from time to time.
- 6.2. The Supplier must provide Cochlear with such written reports, evidence or information concerning the Supplier's provision of the Goods and Services to Cochlear and the performance the Supplier's other obligations as Cochlear may request.

7. Delivery

- 7.1. The Goods will be delivered to us in accordance with the Incoterm set out in a Purchase Order, or, if no Incoterm is set out, on a DDP basis (or, for deliveries within the same country as the Cochlear Entity, without additional charge to the destination specified by us) and on the date specified in, the Purchase Order. If the Goods are overdue, we may request dispatch by express means at your expense.
- 7.2. You must notify us immediately if, for any reason, delivery of the Goods or provision of the Services is likely to be delayed.
If delivery of the Goods or provision of the Services is not made by the date specified in the Purchase Order for delivery or

provision (or where no such date is specified, within three (3) months of the date of the Purchase Order), we will be entitled, without prejudice to any other rights or remedies which may be available:

- (a) to cancel the Purchase Order wholly or in part;
- (b) to return to you at your risk and expense any Goods already delivered to us which cannot be effectively and commercially used by us by reason of your failure to deliver the total number of Goods in the Purchase Order by the agreed date, and to recover from you any moneys already paid by us to you in respect of such Goods;
- (c) to recover from you any additional expenditure reasonably incurred by us in obtaining other Goods or the supply of Services to replace those Goods or Services not supplied; and
- (d) to recover from you any loss or damage incurred by us as a result of the non-delivery of the Goods or the non-provision of the Services.

7.3. Time is of the essence in the performance of the Purchase Order.

7.4. Notwithstanding clause 7.3, neither party shall be liable for any delay or default in the performance of its obligations under these Terms caused by Force Majeure, and in any such event, the parties shall, for the duration of such event, be relieved of any such obligation under these Terms provided that that party shall use its best efforts to cure such event (if curable) and to comply with its obligations and as soon as any such event ceases to affect the performance of each of its obligations use its best efforts to resume compliance with such obligations.

7.5. Where a Force Majeure in relation to a party continues for a period of three (3) months, the other party may terminate a Purchase Order by giving two (2) months' written notice to the affected party without prejudice to any party's rights to recover any payment(s) or to enforce any obligations due by the other party as at the date of termination.

8. Audit rights

Cochlear or its authorised representatives shall have the right at all reasonable times and on reasonable notice to visit the Supplier's premises and audit and inspect all records, procedures and systems of the Supplier which relate to the provision of the Goods and / or Services to verify the Supplier's compliance with the Purchase Order and to establish confidence in the Supplier's processes and quality assurance arrangements. The Supplier shall fully co-operate with Cochlear in relation to any audit or inspection conducted pursuant to this clause 8.

9. Confidentiality and Cochlear's Property

- 9.1. Each of us will keep confidential all information provided to it by the other party or concerning the other party (and which it acquires in the course of exercising its rights or performing its obligations under these Terms), other than information which is in the public domain or comes into the public domain through no act of the receiving party.
- 9.2. Use and disclosure of confidential information provided by Cochlear must be strictly confined to you and your employees properly engaged in providing us the Goods and / or Services (except insofar as confidential disclosures to sub-contractors or suppliers are agreed in writing by us to be necessary).
- 9.3. Without limiting the generality of clauses 9.1 and 9.2, the Supplier must:
 - (a) not disclose the Purchase Order or Specifications to any third party or use them for the Supplier's own advantage or gain;
 - (b) ensure it prevents unauthorised use, reproduction, or disclosure of the Purchase Order, Specifications and

other confidential information of Cochlear; and not use the confidential information in a manner likely to cause loss or harm to Cochlear.

- 9.4. Without our prior written consent, you undertake that where you have manufactured or assembled Goods for us in conformity with the Specifications, you will not manufacture or assemble for, or sell to, any other person goods which are the same or substantially the same to those Goods, nor will you divulge to any other person or in any way make use of any information (whether patentable or not) concerning or derived from the Specifications.
- 9.5. You acknowledge that any Specifications, tools, patterns, gauges, artwork, component parts and materials supplied by us (e.g. for inclusion in the Goods) or prepared by you on our behalf remain our property and will, while in your possession or control, be at your risk and will be maintained by you in good order and condition and insured against all risks.
- 9.6. Our property is to be promptly returned at our request in good order and condition at your expense, unless otherwise agreed in writing by us, and you will indemnify us against any loss or damage to such property arising out of your possession.
- 9.7. The Supplier must not disclose in any advertising, referral or publicity material (including in any electronic media) the existence of the Purchase Order or the terms of the Supplier's relationship with Cochlear, without Cochlear's prior written consent.

10. Personal Information and Privacy

- 10.1. You agree to handle Personal Information in accordance with the applicable Privacy Legislation and our privacy policy available at <http://www.cochlear.com/privacy>.
- 10.2. You agree to work with us to ensure that both of us meet any obligations that each of us may have under the Privacy Legislation including, where relevant, notifying the individual to whom the Personal Information relates of who we are and how we propose to use and disclose their information.

11. Intellectual Property Rights

- 11.1. Cochlear retains all rights in any Intellectual Property that it (or its affiliates) own at the date of this Purchase Order, including any Intellectual Property which Cochlear provides or otherwise makes available to the Supplier at any time (whether before, on or after the date of the Purchase Order).
- 11.2. You retain all rights in any Intellectual Property that you own at the date of this Purchase Order, including any related manufacturing processes.
- 11.3. Any and all Intellectual Property created by either Cochlear or the Supplier (or any of Cochlear's or the Supplier's affiliates, sub-contractors or suppliers, or any of their personnel) in the course of or otherwise arising out of the provision of the Goods and/or Services or the performance of the Supplier's other obligations, including all discoveries, improvements, new concepts and ideas made during the performance of the Purchase Order (the "**New Intellectual Property**"), is owned by us.
- 11.4. The Supplier must ensure that all New Intellectual Property created by it (or its affiliates, sub-contractors or suppliers, or any of their personnel) vests in Cochlear upon creation and the Supplier hereby absolutely assigns and transfers and must ensure that its affiliates, sub-contractors and suppliers, and their personnel (as applicable assign and transfer) to Cochlear all right, title and interest in and to all New Intellectual Property with effect from the date of its creation. The Supplier hereby waives (and must ensure that its and its affiliates', sub-contractors' and suppliers' personnel) waive all moral rights that may exist in relation to the New Intellectual Property.

- 11.5. You represent and warrant to Cochlear that you have the right and power to adhere to all your obligations as set forth in the Purchase Order with respect to the New Intellectual Property, including the right to transfer free and clear of any liens, encumbrances or other interest of any person or entity any Intellectual Property and the power to cause your employees and your affiliates, sub-contractors and suppliers, and their personnel, to do so free and clear of any liens, encumbrances, or other interest of any person or entity.
- 11.6. You must promptly execute (or cause your employees and your affiliates, sub-contractors and suppliers, and their personnel to execute) and deliver to Cochlear any instrument or document as may be requested to give effect to clauses 11.3 and 11.4, and such assistance as may be requested in connection with the processing of any patent or other protection related to the New Intellectual Property or otherwise arising out of the Services or the performance of your other obligations under the Purchase Order, including the execution of such documents as deemed necessary for the purpose of securing such patent or other protection.
- 11.7. Clauses 11.1 to 11.6 and clause 12 survive expiration or earlier termination of the Purchase Order.

12. Infringement of Intellectual Property Rights

- 12.1. You represent and warrant to us and our successors that the manufacture, possession, sale and use of the Goods or the provision, receipt or use of the Services will not infringe or contribute to the infringement of any Intellectual Property rights of any third party.
- 12.2. You will indemnify Cochlear and its affiliates against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any Intellectual Property rights of any third party arising as a result of the manufacture, possession, sale or use by Cochlear of any Goods or the provision, receipt or use by Cochlear of the Services supplied by you.

13. Subcontracting

- 13.1. You may not subcontract, assign, novate, transfer, or otherwise dispose of any or all of your rights and/or obligations under this Purchase Order without our prior written consent.
- 13.2. If Cochlear does consent to subcontracting, the Supplier must ensure it engages any subcontractor or agent in connection with these Terms as if it were the Supplier, and the Supplier remains fully responsible for the supply of the Goods and / or Services and must continue to comply with all of its obligations under these Terms.

14. Cochlear Policies and Compliance

- 14.1. The Supplier must ensure that its Personnel comply with Cochlear's staff, health and safety and security policies and practices while attending Cochlear's premises.
- 14.2. The Supplier must perform its obligations in compliance with all applicable laws, including those relating to business licenses, manufacturing permits or other approvals needed from a government agency; or those relating to the environment, hazards or employee health and safety. The Supplier warrants that has the power, capacity and authority to enter into and observe its obligations under these Terms.
- 14.3. The Supplier must and must ensure its employees, affiliates, agents or subcontractors:
- (a) do not offer, pay or accept money or anything of value to any governmental official, political candidate or private person for the purpose of obtaining business or an illegitimate business advantage, to any person or entity as prohibited by applicable laws;

- (b) comply with any provisions associated with sourcing tin, tantalum, tungsten and gold from the Democratic Republic of Congo and adjoining countries (to the extent applicable to the Supplier), including provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub.L. 111-203, H.R. 4173);
- (c) do not engage in and take steps to prevent human rights abuses, exposure to forced or compulsory labour, use of child labour, sexual abuse, human trafficking or harassment in its supply chain (to the extent applicable to the Supplier) and comply with provisions of all applicable laws relating to modern slavery and labour practices ;
- (d) do not, and do not cause Cochlear to breach trade and economic sanctions issued by the United States of America, the United Nations, Australia, the European Union or the United Kingdom, including by dealing with any parties or Specially Designated Nationals and blocked persons (as defined by the United States Office of Foreign Assets Control from time to time: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>); and
- (e) comply with the requirements as set out in Cochlear's Supplier Code of Conduct, the latest copy of which is available on Cochlear's website (<https://www.cochlear.com/intl/about/investor/corporate-governance/company-policies>) as may be amended from time to time.

15. Termination

- 15.1. Cochlear may terminate the Purchase Order in whole or in part for convenience (and without cause) at any time by at least thirty (30) days prior written notice to the Supplier.
- 15.2. If you commit any breach of these Terms, the terms of the Purchase Order or become insolvent, commit an act of bankruptcy, enter into any arrangement or composition with creditors, are put into liquidation, or if a receiver is appointed over any part of your business or assets, we may, without prejudice to any of the other rights or remedies which may have accrued or which may accrue to us:
- (a) cancel the Purchase Order summarily by notice in writing without compensation to you; or
 - (b) give any such receiver or liquidator or other person the option of carrying out the Purchase Order, on such terms as we may specify.

You will not be entitled to any compensation in respect of or arising from such cancellation.

- 15.3. You may terminate a Purchase Order if we fail to pay any undisputed invoiced amount within six (6) months of the due date for payment, become insolvent, commit an act of bankruptcy, enter into any arrangement or composition with creditors, are put into liquidation, or if a receiver is appointed over any part of our business or assets
- 15.4. Termination will not prejudice the legal rights or remedies of Cochlear in respect of these Terms.

16. Indemnity

You will indemnify and hold us harmless against all losses, claims, costs, demands, liabilities and expenses, howsoever arising, which may be suffered, sustained or incurred by us as a result of or in respect of (whether directly or indirectly) a breach by you of any of these Terms or any warranties, covenants, undertakings or any false, misleading, deceptive or incorrect representations made by you, referred to or contained in any other document or instrument executed in connection with these Terms.

17. Insurance

You must take out and maintain product liability risk and public liability risk insurance with a reputable insurer to the value of not less than (the equivalent of) USD\$10 million per event.

TERMS RELATING TO GOODS

The provisions in Clauses 18 to 24 will apply to you if you are a supplier of Goods to Cochlear.

18. Critical Items

- 18.1. Critical items are designated in a Specification. Any delivery of critical items must be accompanied by a Certificate of Compliance signed by an authorised representative of your Quality Assurance Department, attesting that the requirements of the Specification have been met.
- 18.2. Critical items must be manufactured to the approved construction and procedures. No change will be made to construction or production methods without prior written approval from us.
- 18.3. Critical items must always be accompanied by a manufacturer's batch number which is traceable. You must maintain records to allow traceability back to the initial lot identification of all raw constituents used in the manufacture of items supplied against the Specification.

19. Identification of Goods

- 19.1. The Purchase Order Number must be quoted on all correspondence, Advice Notes, packaging notes, delivery dockets, invoices and other documents delivered to us.
- 19.2. An Advice Note must be enclosed with the Goods when delivered and all Containers must be clearly marked with:
 - (a) your name;
 - (b) the delivery address specified by us in the Purchase Order;
 - (c) the description of the Goods in the Container; and
 - (d) the quantity of Goods per Container.

20. Packing of Goods

- 20.1. The Supplier must package the Goods in a Container and with material that provides protection against physical damage resulting from transport and storage conditions encountered during delivery. The Supplier must properly handle, package, label, treat, remove, transport and dispose of the Containers and all such material.
- 20.2. You cannot charge us for the boxing, packing, crating or packaging of the Goods or require that Cochlear return any crating or packaging to you, unless otherwise agreed in writing by us.

21. Quality and Description

- 21.1. You represent and warrant that all Goods supplied in satisfaction of the Purchase Order:
 - (a) strictly comply with every aspect of the Specifications;
 - (b) conform as to quantity, quality and description with the particulars specified in the Purchase Order, and will be of the best materials and workmanship of their respective kinds;
 - (c) will be fit for the purpose for which they were ordered, where such purpose was made known expressly or by implication to you
 - (d) if you have provided us with samples of the Goods, that the Goods conform in all respects with the samples;
 - (e) comply with all legal requirements, including any CE or other applicable marking requirements; and
 - (f) are free from all encumbrances and that you have good marketable title to those Goods.

22. Passing of Property

Title to and risk in the Goods will pass to us on delivery to us at the place specified in the Purchase Order or as otherwise specified in accordance with the Incoterm listed on the Purchase Order, without prejudice to any right to inspect, test and reject Goods which may accrue to us under these Terms. Upon delivery, we will have good title to the Goods, free and clear of all interests including any security interests or retention of title rights.

23. Inspection and Rejection of Goods

- 23.1. Subject to clause 23.2, all Goods will, notwithstanding acceptance of delivery, be subject to inspection and rejection by us and may be rejected by us if they do not comply with the provisions of the Purchase Order or a Specification.
- 23.2. We will notify you of any rejection of Goods supplied by you to us which are found within six (6) months of delivery:
 - (a) not to be in accordance with the Purchase Order and / or the Specifications;
 - (b) not to be of merchantable quality;
 - (c) not to be reasonably fit for the purpose for which they were ordered, where such purpose was made known expressly or by implication to you; or
 - (d) any latent defects, including defects in materials or workmanship.
- 23.3. Any Goods rejected by us will be held by us at your risk and expense.
- 23.4. When giving notice of rejection in accordance with clause 23.2, we will specify the reasons for rejection and return the rejected Goods to you at your risk and expense and in such case, you will, unless otherwise advised in writing by us, within five (5) Business Days replace the rejected Goods with goods which are, in all respects, in accordance with the Purchase Order.
- 23.5. Any money paid by us to you in respect of any rejected Goods not replaced by you within five (5) Business Days, and any additional expenditure over and above the price of such Goods reasonably incurred by us in obtaining goods from another source in replacement, will be reimbursed by you. You agree to indemnify and hold Cochlear harmless of costs, loss and damages sustained due to defective Goods.

24. Continuity of Supply

Without limiting the Supplier's specific obligations under the Purchase Order, the Supplier must notify Cochlear in writing at least twelve (12) months in advance of the Supplier discontinuing the manufacture or sale of the Goods. Before the Supplier discontinues the manufacture or sale of the Goods, Cochlear is entitled to place a final, non- cancellable Purchase Order with the Supplier for a last lifetime quantity of the Goods, which the Supplier must promptly deliver to Cochlear.

25. General Matters

- 25.1. These Terms will be construed in accordance with the laws of the state and country in which the Cochlear Entity is located. We both submit to the jurisdiction of the courts in that state or country.
- 25.2. All of the provisions of these Terms will survive the delivery of the Goods or provision of the Services, except to the extent that they are fully performed at that time.
- 25.3. If any provision of these Terms is at any time found to be or has become void, voidable or unenforceable, the remaining provisions of these Terms will nevertheless continue to be of full force and effect.
- 25.4. We may apply any liabilities, claims, demands, costs, damages and expenses arising out of or in relation to your breach of any term or condition of these Terms in or towards the satisfaction of any moneys then due and unpaid by us to you.

- 25.5. The failure by either us or you to enforce or the delay by either of us in enforcing any of our rights under these Terms will not be deemed a continuing waiver or modification of these Terms and either of us may within the time provided by the applicable law commence appropriate legal proceedings to enforce any or all of such rights.
- 25.6. You must notify us immediately if you become aware of any matter that may give rise to a prosecution or legal proceedings in relation to the Goods or Services.
- 25.7. Subject to any express provision in the Purchase Order to the contrary, each of Cochlear and the Supplier shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Purchase Order.
- 25.8. Each of Cochlear and the Supplier are independent contractors. Nothing in the Purchase Order shall constitute, or be deemed to constitute, a partnership between Cochlear and the Supplier. The Supplier shall not have any right or authority to and shall not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind whatsoever on behalf of Cochlear or bind or attempt to bind Cochlear in any way.

26. Definitions

26.1. In these Terms:

- (a) **Advice Note** means a document prepared by you detailing the specific contents of each package, comprising a consignment which must accompany each consignment of Goods which you deliver to us.
- (b) **Business Days** means any day which is not a Saturday, Sunday or declared public holiday the country where the Cochlear Entity is located.
- (c) **CE mark** is the conformity declaration that the products meets the requirements of the applicable European Union legislation.
- (d) **Cochlear or Cochlear Entity** means the party placing a Purchase Order for Goods and Services from you, as specified on the Purchase Order.
- (e) **Container** means the box, case or packing in which the Goods are delivered by you to us.
- (f) **Force Majeure** means, to the extent these are beyond the reasonable control of an affected party, any acts of God, fire, accident, lightning, earthquakes, storms, floods, explosion, war, invasion, hostilities, terrorist threats, government order or law, national or regional emergency, epidemics, typhoons, cyclones or tsunamis, but excluding the acts and omissions of affiliates and of affiliates' sub-contractors and suppliers and excluding any industrial disputes in relation to employees affiliates' sub-contractors' and suppliers' employees.
- (g) **Goods** means the goods or deliverables supplied by you to us under these Terms and otherwise described in the Purchase Order.
- (h) **Incoterms** means the pre-defined commercial delivery terms referred to as Incoterms 2010.
- (i) **Intellectual Property** means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in or in relation to copyright and neighbouring rights (including rights in computer software), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), business and domain names, registered and unregistered designs, confidential information (including trade secrets and know-how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registrable, registered or patentable; and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world, excluding moral rights. These rights include all rights in all applications to register these rights and all renewals and extensions of these rights.
- (j) **New Intellectual Property** has the meaning set out in clause 11.3.
- (k) **Payment Terms** means the number of days required for us to make payment to you.
- (l) **Personal Information** is any information related to an identified or identifiable person.
- (m) **Personnel** means any officer, employee, consultant, agent, contractor or subcontractor of either party.
- (n) **Privacy Legislation** means any applicable legislation, statutory instrument and any other enforceable code, or guideline regulating the collection, processing, use and/or disclosure of Personal Information.
- (o) **Purchase Order** means the official purchase order form by which we request Goods and Services to be supplied by you, which shall be deemed to incorporate these Terms.
- (p) **Purchase Order Number** means the number stated on the Purchase Order and by which the Purchase Order may be identified.
- (q) **Services** means the services provided by you to us under these Terms and otherwise described in the Purchase Order.
- (r) **Specifications** means the specification nominated by Cochlear (including if nominated in a Purchase Order), in accordance with which the Goods and / or Services will be supplied.
- (s) **Supplier** means the person receiving a Purchase Order from us for the supply of Goods and / or Services and identified as the supplier in the Purchase Order.
- (t) **Terms** means these Standard Terms and Conditions of Purchase.
- (u) **we** and **our** means Cochlear and, where applicable as the context requires, Cochlear Affiliates or their Personnel.
- (v) **you** and **your** means the Supplier, and the Supplier's Personnel where appropriate.

27. Interpretation

In these Terms, unless the context requires otherwise:

- (a) any reference to a "person" includes any individual, company, corporation, firm partnership, joint venture, association, organisation or trust (in each case, whether or not having separate legal personality) and references to any of the same shall include a reference to the others;
- (b) references to any legislation, statute or statutory provisions includes a reference to those provisions as amended or re-enacted or as their application is modified by other provisions from time to time and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- (c) references to clause(s) are references to clause(s) of and to these Terms;
- (d) any phrase introduced by the words "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words; and
- (e) references to the singular include the plural and to the masculine include the feminine, and in each case vice versa.