

Undertaking to the Australian Competition and Consumer Commission

Given under section 87B of the *Competition and Consumer Act 2010*
(Cth) by Dometic Group AB (publ.) and Dometic Australia Pty Ltd
(ACN 086 366 305)

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1 Persons giving the Undertaking

This Undertaking is given to the Australian Competition and Consumer Commission (**ACCC**) by Dometic Group AB (publ.) (**Dometic**) on behalf of itself and its subsidiaries, including Dometic Sweden AB and Dometic's Australian subsidiary Dometic Australia Pty Ltd (ACN 086 366 305) (**Dometic Australia**).

2 Background

2.1 The parties

(a) **Dometic**

Dometic is a public limited company headquartered in Solna, Sweden.

Dometic primarily designs, manufactures and supplies products and appliances for recreational vehicles (**RVs**), commercial and passenger vehicles and marine vessels.

Globally, Dometic's products include heating, ventilation and air-conditioning (**HVAC**) systems (including rooftop air conditioners, split system air conditioners and marine air conditioners) and refrigeration products.

In Australia, Dometic distributes (including through its subsidiary Dometic Australia) a range of products through its Dometic, Waeco, Cruisair, Marine Air Systems and Dometic SeaLand brands. Relevant products include HVAC systems and refrigeration products.

Dometic also distributes products in Australia on behalf of manufacturers Truma, Powrtouch and Milenco. All of the products that Dometic distributes in Australia are manufactured overseas.

(b) **Atwood**

Atwood Investment Holdings LLC (**Atwood Holdings**) is a Delaware limited liability company headquartered in Elkhart, Indiana, USA. Atwood Holdings' subsidiaries include Atwood Mobile Products LLC (a Delaware limited liability company) and Atwood Australia Holdings Pty Ltd (together, **Atwood**).

Atwood primarily designs, manufactures and supplies various products, appliances and components for RVs, trucks, agricultural equipment, marine vessels and manufactured housing.

Globally, Atwood distributes a range of products including HVAC systems. In Australia, Atwood distributes HVAC systems and other products through an Australian subsidiary, Aircommand Australia Pty Ltd (**Aircommand**). Aircommand is wholly owned by Atwood Australia Holdings Pty Ltd. Atwood Australia Holdings Pty Ltd is indirectly wholly owned by Atwood Holdings.

(c) **Aircommand**

Aircommand was acquired by Atwood in July 2013. Aircommand distributes HVAC systems and compressor refrigerators for caravans,

RVs and marine vessels and commercial mobile accommodation as well as a number of other products on behalf of Atwood.

Aircommand's head office and research and development facility is located in Adelaide, South Australia. Aircommand also has a sales office with two staff in Melbourne, Victoria.

All of Aircommand's products are manufactured by a third party in China. Aircommand does not own or operate any manufacturing facilities in Australia and has no plans to do so.

Given that Aircommand was acquired by Atwood in July 2013, Aircommand's operations are not fully integrated into, and remain quite separate from, those of Atwood's.

2.2 The Proposed Transaction

- (a) Dometic Corporation (a Delaware Corporation), a wholly owned subsidiary of Dometic, proposes to acquire all the equity interests in Atwood Holdings pursuant to the Purchase and Sale Agreement between Dometic Corporation, Atwood Holdings and Atwood Holdings LLC (a Delaware limited liability company) dated 2 September 2014 (**Proposed Transaction**). As part of the Proposed Transaction, an affiliate of Dometic Corporation, Dometic Sweden AB, will acquire Atwood Australia Holdings Pty Ltd (and thereby its wholly owned subsidiary, Aircommand).
- (b) The Proposed Transaction will result in a change in control of Atwood Australia Holdings Pty Ltd (and thereby indirectly of Aircommand), with Dometic becoming the new indirect controller of Atwood Australia Holdings Pty Ltd and Aircommand.
- (c) The anticipated closing date for the Proposed Transaction is 17 October 2014.

2.3 The ACCC's review

- (a) On 10 September 2014, Dometic informed the ACCC on a preliminary basis of the Proposed Transaction. On 19 September 2014 Dometic provided substantive information about the Proposed Transaction.
- (b) Following an initial assessment, the ACCC commenced its public review of the Proposed Transaction on 26 September 2014.
- (c) Dometic and Dometic Australia acknowledge that the ACCC's review of the Proposed Transaction is ongoing and as such, the ACCC is not in a position to decide whether or not the Proposed Transaction would have, or be likely to have the effect of substantially lessening competition in any market.

2.4 Objective of this Undertaking

- (a) To allow the Proposed Transaction to complete in jurisdictions other than Australia on the Closing Date, Dometic and Dometic Australia have offered this Undertaking to the ACCC.
- (b) The objective of this Undertaking is to allow the ACCC sufficient time to complete its review of the Proposed Transaction and, if the ACCC concludes that the Proposed Transaction would be likely to have the

effect, of substantially lessening competition in any market, to require Dometic to negotiate in good faith and offer a remedy to address the ACCC's conclusion, before any steps are taken by Dometic or any of its Related Bodies Corporate, including Dometic Australia, to integrate Aircommand into Dometic's operations.

- (c) This Undertaking aims to achieve this objective by:
- (i) requiring Dometic to hold its interest in Aircommand separate from Dometic's other assets and business pending completion of the ACCC's review;
 - (ii) ensuring Aircommand continues to be a viable, effective, stand-alone and independent competitor to Dometic in Australia pending completion of the ACCC's review;
 - (iii) requiring Dometic to appoint an Approved Independent Manager to manage Aircommand;
 - (iv) protecting confidential Aircommand information;
 - (v) providing for the effective oversight of Dometic's compliance with this Undertaking; and
 - (vi) if at the end of the ACCC's review the ACCC concludes that the Proposed Transaction would have the effect, or would be likely to have the effect, of substantially lessening competition in any market, requiring Dometic to negotiate in good faith regarding a remedy, and offer to the ACCC a remedy, to address the ACCC's conclusions.

3 Commencement of this Undertaking

3.1 Commencement

This Undertaking comes into effect when:

- (a) this Undertaking is executed by Dometic and Dometic Australia; and
 - (b) this Undertaking so executed is accepted by the ACCC
- (the **Commencement Date**).

4 Cessation of Ongoing Obligations

4.1 Termination

- (a) This Undertaking terminates on the earlier of:
 - (i) subject to clause 4.1(b) below, six months from the Commencement Date; or
 - (ii) the date that the ACCC communicates in writing to the parties:
 - (A) that it will not oppose the Proposed Transaction as it relates to Atwood Australia Holdings Pty Ltd or Aircommand; or

- (B) that it consents to the withdrawal of this Undertaking in accordance with section 87B of the Act; or
 - (C) that it accepts a further undertaking under section 87B of the Act to address the ACCC's conclusion at the end of its review that the Proposed Transaction would have the effect, or would be likely to have the effect, of substantially lessening competition in any market; or
- (iii) the date that the parties notify the ACCC in writing that they will not be acquiring Aircommand and the ACCC confirms in writing that this Undertaking has terminated.
- (b) If Dometic has proposed a potential remedy to the ACCC for consideration prior to end of the six month time period identified in clause 4.1(a)(i), the time period in clause 4.1(a)(i) above shall be extended to nine months from the Commencement Date.

4.2 Revocation

The ACCC may, at any time, revoke its acceptance of this Undertaking if the ACCC becomes aware that any information provided to it was incorrect, inaccurate or misleading.

4.3 Waiver

The ACCC may, at any time, expressly waive in writing any of the obligations contained in this Undertaking or amend the date by which any such obligation is to be satisfied.

4.4 Completion

Clauses 1 ("Persons giving the Undertaking"), 2 ("Background"), 3 ("Commencement of this Undertaking"), 4 ("Cessation of Ongoing Obligations"), 5 ("Jurisdiction"), 10 ("Notification and information"), 11 ("Disclosure of this Undertaking"), 12 ("Obligation to procure"), 13 ("No Derogation"), 14 ("Change of control"), 15 ("Costs"), 16 ("Notices") and 17 ("Defined terms and interpretation"), Schedule 1 ("Definitions and Interpretation") and Schedule 2 ("Undertaking Appointment") survive completion of the obligations in clauses 6 ("Agreement of Remedy"), 7 ("Preservation of Aircommand"), 8 ("Independent Management") and 9 ("Independent Audit").

5 Jurisdiction

- (a) Dometic submits to the jurisdiction of the Federal Court of Australia in relation to this Undertaking.
- (b) Notwithstanding clause 16.1(b), unless and until Dometic notifies the ACCC in writing of the appointment of another person as its agent within Australia, Dometic Australia is Dometic's agent within Australia for the purposes of any service of process in relation to this Undertaking.

6 Obligation to offer a remedy

If, at the end of its review, the ACCC concludes that the Proposed Transaction would have the effect, or would be likely to have the effect, of substantially lessening competition in any market, Dometic must negotiate and offer in good faith a remedy to address the ACCC's conclusion.

7 Preservation of Aircommand

7.1 Protection of Aircommand

Dometic must not sell or transfer its interest, or any assets comprising part of, or used in, Aircommand (other than the sale of goods and services in the ordinary course of business) or make any Material Change, except in accordance with this Undertaking, as required by the Approved Independent Manager, or as set out in the Approved Separation and Management Plan.

7.2 Dometic's obligations in relation to Aircommand

Without limiting this clause 7, Dometic must, from the Closing Date:

- (a) ensure that Dometic is not involved in the management or day-to-day operation of Aircommand, or involved in any of Aircommand's decision making processes;
- (b) ensure that Aircommand is operationally and financially separate from Dometic unless this Undertaking otherwise provides;
- (c) ensure that the books and records of Aircommand are kept separate from those of Dometic, except to the extent necessary for Dometic to comply with the legal and regulatory obligations set out in clause 7.4(b).
- (d) not directly or indirectly procure, promote or encourage the redeployment of personnel necessary for the operation of Aircommand as at the Closing Date to any other business operated by Dometic;
- (e) ensure that Aircommand has, at Dometic's cost, access to and use of the personnel required by the Approved Independent Manager so that Aircommand can continue to operate as a viable, competitive, going concern;
- (f) ensure that, except as otherwise approved by the Approved Independent Manager, any personnel (including contractors) concerned with the management or operation of Aircommand are not concerned with the management or operation of any aspect of Dometic's businesses other than Aircommand;
- (g) provide access to working capital and sources of credit for Aircommand in a manner which is consistent with the financing of Aircommand before the Closing Date;
- (h) provide administrative and technical support for Aircommand in a manner which is consistent with the operation of Aircommand before the Closing Date and in accordance with any plans established before the Closing Date;
- (i) take all steps available to it to ensure that Aircommand is managed and operated by the Approved Independent Manager in the ordinary course of business as a fully operational, competitive going concern and in such a way that preserves the economic viability, marketability, competitiveness and goodwill of Aircommand at the Closing Date;
- (j) minimise and take all steps available to it to ensure that the Approved Independent Manager minimises any risk of loss of competitive potential for Aircommand;

- (k) take all steps available to it to ensure that the Approved Independent Manager continues existing Agreements relating to Aircommand with customers, suppliers and/or other third parties that are in place at the Closing Date;
- (l) take all steps available to it to ensure that the Approved Independent Manager renews or replaces upon expiry Material Contracts for the provision of goods or services to Aircommand on commercial terms favourable to Aircommand;
- (m) take all steps available to it to ensure that the Approved Independent Manager maintains the supply of those goods and services that are part of Aircommand to existing customers in a manner consistent with the supply of those goods and services as at the Closing Date;
- (n) take all steps available to it to ensure that the Approved Independent Manager maintains the standard of manufacture, distribution, promotion and sale of those products which form part of Aircommand as at the Closing Date; and
- (o) take all steps available to it to ensure that the Approved Independent Manager carries out promotion and marketing of the products which form part of Aircommand in accordance with any plans established before the Closing Date.

7.3 Direction to personnel of Dometic

As soon as practicable after the Commencement Date, Dometic and Dometic Australia must direct their personnel, including directors, contractors, managers, officers, employees and agents not to do anything inconsistent with Dometic's and Dometic Australia's obligations under this Undertaking.

7.4 Confidential Information

- (a) Subject to clause 7.4(b), Dometic must not, at any time from the Closing Date, use or disclose any confidential information about Aircommand gained through:
 - (i) ownership of Aircommand; or
 - (ii) fulfilling any obligations pursuant to this Undertaking.
- (b) Clause 7.4(a) does not apply to information that Dometic requires to:
 - (i) comply with legal and regulatory obligations including obligations relating to taxation, accounting, financial reporting or stock exchange disclosure requirements; or
 - (ii) carry out its obligations pursuant to this Undertaking,

provided such information is only used for that purpose and is only disclosed to those officers, employees, contractors and advisers of Dometic who need to know the information to carry out the permitted purpose.

7.5 Ring Fenced Information

- (a) Any confidential information obtained by Dometic or Dometic Australia from Aircommand relating to Aircommand which Dometic or Dometic

Australia require in order to comply with any obligation in this Undertaking, or which is otherwise acquired by Dometic in connection with the Proposed Transaction, will be ring fenced information (**Ring Fenced Information**).

- (b) Subject to this Undertaking, Dometic must, from the Closing Date, do everything within its power to prevent any Ring Fenced Information being communicated or disclosed to, or used or accessed by:
 - (i) Dometic Australia;
 - (ii) any officer or employee of Dometic; or
 - (iii) any of Dometic's Related Bodies Corporate,that are involved in:
 - (iv) the management or day to day operation of Dometic's Australian business (excluding Aircommand); or
 - (v) formulating and/or executing strategy in respect of Dometic's Australian business (excluding Aircommand).
- (c) Dometic Australia must not access or seek to access any Ring Fenced Information.
- (d) Dometic and Dometic Australia must procure that each person to whom Ring Fenced Information is communicated or disclosed, or by whom Ring Fenced Information is accessed or used, in accordance with this clause 7.5 observes the restrictions on the communication, disclosure, use and access of Ring Fenced Information in this Undertaking as if those restrictions were obligations of that person.
- (e) Dometic and Dometic Australia must do everything within their power to:
 - (i) prevent any breach of the obligation of confidentiality in relation to Ring Fenced Information by such a person;
 - (ii) enforce the obligation of confidentiality in relation to the Ring Fenced Information by such a person; and
 - (iii) prevent any further breaches of confidentiality in relation to the Ring Fenced Information by such a person.
- (f) Dometic must maintain Ring Fenced Information on files and on systems that are separate from those used by, and which are not accessible by Dometic Australia and its personnel and personnel of Dometic who are not permitted or entitled to view, access or use the Ring Fenced Information.
- (g) Dometic and/or Dometic Australia must advise the ACCC of any breach of the obligations of confidentiality in relation to Ring Fenced Information as soon as either Dometic or Dometic Australia becomes aware of the breach and, in any event, within two Business Days of Dometic or Dometic Australia becoming aware of the breach.

8 Independent Management

8.1 Obligation to appoint an Approved Independent Manager

Dometic must appoint and maintain an Approved Independent Manager to manage Aircommand until termination of this Undertaking in accordance with clause 4.1.

8.2 Process for approving a Proposed Independent Manager

- (a) No later than 10 Business Days after the Commencement Date, Dometic must provide the ACCC with a notice for a Proposed Independent Manager in the form prescribed in Schedule 2 to this Undertaking (**Proposed Independent Manager Notice**), including draft terms of appointment and a draft separation and management plan.
- (b) If clauses 8.8(a), 8.8(b) or 8.8(c) apply, Dometic must provide the ACCC with a Proposed Independent Manager Notice within five Business Days after the relevant event occurs, otherwise clause 8.4 applies.
- (c) The ACCC shall have the discretion to approve or reject in writing the Proposed Independent Manager identified in the Proposed Independent Manager Notice.
- (d) Without limiting the ACCC's discretion, in deciding whether to approve a Proposed Independent Manager, the factors to which the ACCC may have regard include whether the:
 - (i) person named in the Proposed Independent Manager Notice or identified by the ACCC has the qualifications and experience necessary to manage Aircommand;
 - (ii) person named in the Proposed Independent Manager Notice or identified by the ACCC is sufficiently independent of Dometic;
 - (iii) draft terms of appointment and the draft separation and management plan are consistent with this Undertaking; and
 - (iv) draft terms of appointment and the draft separation and management plan are otherwise acceptable to the ACCC.

8.3 Appointment of the Approved Independent Manager

After receiving a written notice from the ACCC of its approval of the Proposed Independent Manager, the draft terms of appointment and draft separation and management plan, Dometic must, within two Business Days:

- (a) appoint the person approved by the ACCC as the Approved Independent Manager on the Approved Terms of Appointment; and
- (b) forward to the ACCC a copy of the executed Approved Terms of Appointment.

8.4 Failure to appoint

- (a) If:
 - (i) the ACCC has not received a Proposed Independent Manager Notice pursuant to clause 8.2(a); or

- (ii) the Approved Independent Manager has not been appointed within 15 Business Days after the Approved Independent Manager resigns or otherwise ceases to act as the Approved Independent Manager pursuant to clauses 8.8(a), 8.8(b) or 8.8(c)

then clause 8.4(b) applies.

- (b) If clause 8.4(a) applies, the ACCC at its absolute discretion may:
 - (i) identify and approve a person as the Approved Independent Manager, including approving the draft terms of appointment of the Approved Independent Manager and the draft separation and management plan; and/or
 - (ii) direct Dometic to appoint a person who the ACCC has deemed is an Approved Independent Manager.

8.5 Obligations and powers of the Approved Independent Manager

Dometic must procure that any proposed terms of appointment for the Approved Independent Manager include obligations on the Approved Independent Manager to, consistently with the way Aircommand operates at the Commencement Date:

- (a) maintain his or her independence from Dometic, apart from appointment to the role of Approved Independent Manager, including not form any relationship of the types described in paragraph 2(c) of Schedule 2 to this Undertaking with Dometic for the period of his or her appointment;
- (b) act in the best interests of Aircommand at all times including ensuring that Aircommand is managed and operated in the ordinary course of business as a fully operational, competitive going concern and in such a way that preserves the economic viability, marketability, competitiveness and goodwill of Aircommand at the Commencement Date;
- (c) not use any confidential information gained through the management of Aircommand other than for performing his or her functions as Approved Independent Manager;
- (d) make only those Material Changes to Aircommand which have been approved by the ACCC;
- (e) operate and manage Aircommand to the maximum extent practicable, in a manner which is financially and operationally separate from Dometic;
- (f) keep the books and records of Aircommand separate from those of Dometic;
- (g) co-operate with the requests of any Approved Independent Auditor appointed pursuant to this Undertaking.
- (h) provide the following reports directly to the ACCC:
 - (i) a monthly written report regarding the implementation of and any suggested changes to the Approved Separation and Management Plan; and

- (ii) an immediate report of any issues that arise in relation to the implementation of the Approved Separation and Management Plan or Dometic's and Dometic Australia's compliance with this Undertaking; and
- (i) follow any direction given to him or her by the ACCC in relation to the performance of his or her functions as Approved Independent Manager pursuant to this Undertaking.

8.6 Obligations and powers of the Approved Independent Manager

Dometic must procure that any proposed terms of appointment for the Approved Independent Manager provide the Approved Independent Manager with the sole authority to:

- (a) manage and operate Aircommand according to the Approved Separation and Management Plan until this Undertaking terminates in accordance with clause 4.1;
- (b) provide any information requested by Dometic pursuant to the protocol in the Approved Separation and Management Plan;
- (c) decide whether or not to provide access to competitively sensitive information relating to Aircommand requested by Dometic which is not covered by the protocol in the Approved Separation and Management Plan;
- (d) renew or replace upon expiry Material Contracts for the provision of goods or services to Aircommand on commercial terms favourable to Aircommand;
- (e) engage, redeploy or make redundant personnel employed in Aircommand as the Approved Independent Manager determines necessary; and
- (f) engage any external expertise, assistance or advice required by the Approved Independent Manager to perform his or her functions as the Approved Independent Manager.

8.7 Dometic's obligations in relation to the Approved Independent Manager

Without limiting its obligations in this Undertaking, Dometic must:

- (a) comply with and enforce the Approved Terms of Appointment of the Approved Independent Manager;
- (b) maintain and fund the Approved Independent Manager to carry out his or her functions, including:
 - (i) indemnifying the Approved Independent Manager for any expenses, loss, claim or damage arising directly or indirectly from the performance by the Approved Independent Manager of his or her functions as the Approved Independent Manager except where such expenses, loss, claim or damage arises out of the gross negligence, fraud, misconduct or breach of duty by the Approved Independent Manager;

- (ii) ensuring that the Approved Independent Manager is fully able to acquire and pay for sufficient and timely delivery of all goods and services (including from third parties) which the Approved Independent Manager considers are required by Aircommand; and
 - (iii) providing and paying for any external expertise, assistance or advice required by the Approved Independent Manager to perform his or her functions as the Approved Independent Manager; and
- (c) not interfere with the authority of, or otherwise hinder, the Approved Independent Manager's ability to carry out his or her obligations as the Approved Independent Manager, including:
- (i) accepting (and directing its directors, contractors, managers, officers, employees and agents to accept) direction from the Approved Independent Manager as to the control, management, financing and operations of Aircommand, and for Aircommand to meet all legal, corporate, financial, accounting, taxation, audit and regulatory obligations;
 - (ii) providing access to the facilities, sites or operations of Aircommand required by the Approved Independent Manager;
 - (iii) providing to the Approved Independent Manager any information or documents that he or she considers necessary for managing and operating Aircommand or for reporting to or otherwise advising the ACCC; and
 - (iv) not requesting information or reports regarding Aircommand or from the personnel of Aircommand except through the Approved Independent Manager; and
 - (v) not appointing the Approved Independent Manager, or having any Agreements with the Approved Independent Manager, to utilise the Approved Independent Manager's services for anything other than compliance with this Undertaking until at least 12 months after the Approved Independent Manager ceases to act in the role of the Approved Independent Manager.

8.8 Resignation, revocation or termination of the Approved Independent Manager

- (a) Dometic must immediately notify the ACCC in the event that the Approved Independent Manager resigns or otherwise stops acting as the Approved Independent Manager.
- (b) The ACCC may revoke an Approved Independent Manager's status as the Approved Independent Manager if the ACCC becomes aware that any information provided to it was incorrect, inaccurate or misleading.
- (c) The ACCC may approve any proposal by, or alternatively may direct, Dometic to terminate the appointment of the Approved Independent Manager if in the ACCC's view the Approved Independent Manager acts inconsistently with the provisions of this Undertaking or the Approved Terms of Appointment.

9 Independent Audit

9.1 Obligation to appoint an Approved Independent Auditor

- (a) Dometic must appoint and maintain an Approved Independent Auditor to audit and report upon Dometic's compliance with this Undertaking.

9.2 Process for approving a Proposed Independent Auditor

- (a) No later than 10 Business Days after the Commencement Date, Dometic must provide the ACCC with a notice for a Proposed Independent Auditor in the form prescribed in Schedule 2 to this Undertaking (**Proposed Independent Auditor Notice**), including draft terms of appointment and a draft audit plan.
- (b) If clauses 9.8(a), 9.8(b) or 9.8(c) apply, Dometic must provide the ACCC with a Proposed Independent Auditor Notice within five Business Days after the relevant event occurs, otherwise clause 9.4 applies.
- (c) The ACCC shall have the discretion to approve or reject in writing the Proposed Independent Auditor identified in the Proposed Independent Auditor Notice.
- (d) Without limiting the ACCC's discretion, in deciding whether to approve a Proposed Independent Auditor, the factors to which the ACCC may have regard include whether the:
 - (i) person named in the Proposed Independent Auditor Notice or identified by the ACCC has the qualifications and experience necessary to carry out the functions of the Approved Independent Auditor;
 - (ii) person named in the Proposed Independent Auditor Notice or identified by the ACCC is sufficiently independent of Dometic;
 - (iii) draft terms of appointment and the draft audit plan are consistent with this Undertaking; and
 - (iv) draft terms of appointment and the draft audit plan are otherwise acceptable to the ACCC.

9.3 Appointment of the Approved Independent Auditor

After receiving a written notice from the ACCC of its approval of a Proposed Independent Auditor, the draft terms of appointment and draft audit plan, Dometic must, within two Business Days:

- (a) appoint the person approved by the ACCC as the Approved Independent Auditor on the Approved Terms of Appointment; and
- (b) forward to the ACCC a copy of the executed Approved Terms of Appointment.

9.4 Failure to appoint

- (a) If:

- (i) the ACCC has not received a Proposed Independent Auditor Notice pursuant to clause 9.2(a); or
- (ii) the Approved Independent Auditor has not been appointed within 15 Business Days after the Approved Independent Auditor resigns or otherwise ceases to act as the Approved Independent Manager pursuant to clause 9.8(a), 9.8(b) or 9.8(c)

then clause 9.4(b) applies.

- (b) If clause 9.4(a) applies, the ACCC at its absolute discretion may:
 - (i) identify and approve a person as the Approved Independent Auditor, including approving the draft terms of appointment and draft audit plan; and/or
 - (ii) direct Dometic to appoint a person who the ACCC has deemed is an Approved Independent Auditor.

9.5 Obligations and powers of the Approved Independent Auditor

- (a) Dometic must procure that any proposed terms of appointment for the Approved Independent Auditor include obligations on the Approved Independent Auditor to:
 - (i) maintain his or her independence from Dometic, apart from appointment to the role of Approved Independent Auditor, including to not form any relationship of the types described in paragraph 2(c) of Schedule 2 to this Undertaking with Dometic for the period of his or her appointment;
 - (ii) conduct compliance auditing according to the Approved Audit Plan;
 - (iii) provide the following reports directly to the ACCC:
 - (A) a scheduled written Audit Report as described in clause 9.6; and
 - (B) an immediate report of any issues that arise in relation to the performance of his or her functions as Approved Independent Auditor or in relation to compliance with this Undertaking by any person named in this Undertaking; and
 - (iv) follow any direction given to him or her by the ACCC in relation to the performance of his or her functions as Approved Independent Auditor under this Undertaking.
- (b) Dometic must procure that any proposed terms of appointment for the Approved Independent Auditor provide the Approved Independent Auditor with the authority to:
 - (i) access the facilities, sites or operations of Aircommand and Dometic's businesses as required by the Approved Independent Auditor;
 - (ii) access any information or documents that the Approved Independent Auditor considers necessary for carrying out his or her

functions as the Approved Independent Auditor or for reporting to or otherwise advising the ACCC; and

- (iii) engage any external expertise, assistance or advice required by the Approved Independent Auditor to perform his or her functions as the Approved Independent Auditor.

9.6 Compliance Audit

- (a) The Approved Independent Auditor must conduct an audit and prepare a detailed report (**Audit Report**) that includes:
 - (i) the Approved Independent Auditor's procedures in conducting the audit, or any change to audit procedures and processes since the previous Audit Report;
 - (ii) a full audit of Dometic's and Dometic Australia's compliance with this Undertaking;
 - (iii) identification of any areas of uncertainty or ambiguity in the Auditor's interpretation of any obligations contained in this Undertaking;
 - (iv) all of the reasons for the conclusions reached in the Audit Report;
 - (v) any qualifications made by the Approved Independent Auditor in forming his or her views;
 - (vi) any recommendations by the Approved Independent Auditor to improve:
 - (A) the Approved Audit Plan;
 - (B) the integrity of the auditing process;
 - (C) Dometic's processes or reporting systems in relation to compliance with this Undertaking; and
 - (D) Dometic's compliance with this Undertaking; and
 - (vii) the implementation and outcome of any prior recommendations by the Approved Independent Auditor.
- (b) The Approved Independent Auditor is to provide an Audit Report to the ACCC and Dometic at the following times:
 - (i) within five Business Days after its appointment under clause 9.4, at which time the Audit Report is to include the results of the initial audit and any recommended changes to the Approved Audit Plan, including the Approved Independent Auditor's proposed procedures and processes for conducting the audit (**Establishment Audit**);
 - (ii) every three months from the date of the Establishment Audit until this Undertaking is terminated in accordance with clause 4.1; and
 - (iii) a final report upon termination of this Undertaking in accordance with clause 4.1.

- (c) Dometic must implement any recommendations made by the Approved Independent Auditor in Audit Reports, and notify the ACCC of the implementation of the recommendations, within 10 Business Days after receiving the Audit Report or such other period as agreed in writing with the ACCC.
- (d) Dometic must comply with any direction of the ACCC in relation to matters arising from the Audit Report within 10 Business Days after being so directed (or such other period as agreed in writing with the ACCC).

9.7 Dometic's obligations in relation to the Approved Independent Auditor

- (a) Without limiting its obligations in this Undertaking, Dometic must:
 - (i) comply with and enforce the Approved Terms of Appointment for the Approved Independent Auditor;
 - (ii) maintain and fund the Approved Independent Auditor to carry out his or her functions including:
 - (A) indemnifying the Approved Independent Auditor for any expenses, loss, claim or damage arising directly or indirectly from the performance by the Approved Independent Auditor of his or her functions as the Approved Independent Auditor except where such expenses, loss, claim or damage arises out of the gross negligence, fraud, misconduct or breach of duty by the Approved Independent Auditor;
 - (B) providing and paying for any external expertise, assistance or advice required by the Approved Independent Auditor to perform his or her functions as the Approved Independent Auditor; and
 - (iii) not interfere with, or otherwise hinder, the Approved Independent Auditor's ability to carry out his or her functions as the Approved Independent Auditor, including:
 - (A) directing Dometic personnel, including directors, contractors, managers, officers, employees and agents, to act in accordance with this clause 9;
 - (B) providing access to the facilities, sites or operations of Aircommand as required by the Approved Independent Auditor;
 - (C) providing to the Approved Independent Auditor any information or documents requested by the Approved Independent Auditor that he or she considers necessary for carrying out his or her functions as the Approved Independent Auditor or for reporting to or otherwise advising the ACCC;
 - (D) not requesting any information relating to the compliance audit from the Approved Independent Auditor without such a request having been approved by the ACCC; and

- (E) not appointing the Approved Independent Auditor, or having any agreements with the Approved Independent Auditor, to utilise the Approved Independent Auditor's services, for anything other than compliance with this Undertaking until at least 12 months after the Approved Independent Auditor ceases to act in the role of the Approved Independent Auditor.

9.8 Resignation, revocation or termination of the Approved Independent Auditor

- (a) Dometic must immediately notify the ACCC in the event that the Approved Independent Auditor resigns or otherwise stops acting as the Approved Independent Auditor.
- (b) The ACCC may revoke an Approved Independent Auditor's status as the Approved Independent Auditor if the ACCC becomes aware that any information provided to it was incorrect, inaccurate or misleading.
- (c) The ACCC may approve any proposal by, or alternatively may direct, Dometic to terminate the appointment of the Approved Independent Auditor if in the ACCC's view the Approved Independent Auditor acts inconsistently with the provisions of this Undertaking or the Approved Terms of Appointment.

10 Notification and information

- (a) Dometic must notify:
 - (i) the ACCC in writing of the occurrence of the Closing Date, within one Business Day of that date; and
 - (ii) each Undertaking Appointment of the Closing Date on the date of their appointment.
- (b) The ACCC may direct Dometic and/or Dometic Australia in respect of its compliance with this Undertaking to, and Dometic must:
 - (i) furnish information to the ACCC in the time and in the form requested by the ACCC;
 - (ii) produce documents and materials to the ACCC within Dometic's or Dometic Australia's custody, power or control in the time and in the form requested by the ACCC; and/or
 - (iii) attend the ACCC at a time and place appointed by the ACCC to answer any questions the ACCC (its Commissioners, its staff or its agents) may have.
- (c) Any direction made by the ACCC under clause 10(b) will be notified to Dometic and/or Dometic Australia, in accordance with clause 16.1(b).
- (d) In respect of Dometic's and Dometic Australia's compliance with this Undertaking or the Approved Independent Auditor's compliance with its Approved Terms of Appointment, the ACCC may request the Approved Independent Auditor to:

- (i) furnish information to the ACCC in the time and in the form requested by the ACCC;
 - (ii) produce documents and materials to the ACCC within the Proposed Independent Auditor's custody, power or control in the time and in the form requested by the ACCC; and/or
 - (iii) attend the ACCC at a time and place appointed by the ACCC to answer any questions the ACCC (its Commissioners, its staff or its agents) may have.
- (e) Dometic will use its best endeavours to ensure that an Undertaking Appointment complies with any request from the ACCC in accordance with clause 10(d).
- (f) Information furnished, documents and material produced or information given in response to any request or direction from the ACCC under this clause 10 may be used by the ACCC for any purpose consistent with the exercise of its statutory duties.
- (g) The ACCC may in its discretion to be exercised in good faith:
- (i) advise any Undertaking Appointment of any request made by it under this clause 10; and/or
 - (ii) provide copies to any Undertaking Appointment of any information furnished, documents and material produced or information given to it under this clause 10.
- (h) Nothing in this clause 10 requires the provision of information or documents in respect of which Dometic or Dometic Australia has a claim of legal professional or other privilege.

11 Disclosure of this Undertaking

- (a) Dometic and Dometic Australia acknowledge that the ACCC may provide each Undertaking Appointment with a copy of this Undertaking.
- (b) Dometic and Dometic Australia acknowledge that the ACCC may:
- (i) make this Undertaking publicly available; and
 - (ii) publish this Undertaking on its Public Section 87B Undertakings Register and Public Mergers Register; and
 - (iii) from time to time publicly refer to this Undertaking.
- (c) Nothing in clause 11 prevents the ACCC from disclosing such information as is:
- (i) required by law;
 - (ii) permitted by s 155AAA of the Act;
 - (iii) necessary for the purpose of enforcement action under section 87B of the Act; or

- (iv) necessary for the purpose of making such market inquiries as the ACCC thinks fit to assess the impact on competition arising in connection with this Undertaking.
- (d) Nothing in clause 11 prevents the ACCC from using the information contained in this Undertaking for any purpose consistent with its statutory functions and powers.

12 Obligation to procure

Where the performance of an obligation under this Undertaking requires a Related Body Corporate of Dometic and/or Dometic Australia to take or refrain from taking some action, Dometic and/or Dometic Australia will procure that Related Body Corporate to take or refrain from taking that action, as the case may be.

13 No Derogation

- (a) This Undertaking does not prevent the ACCC from taking enforcement action at any time whether during or after the period of this Undertaking in respect of any breach by Dometic of any term of this Undertaking.
- (b) Nothing in this Undertaking is intended to restrict the right of the ACCC to take action under the Act for penalties or other remedies in the event that Dometic does not fully implement and/or perform its obligations under this Undertaking or in any other event where the ACCC decides to take action under the Act for penalties or other remedies.

14 Change of control

In the event that a Change of Control is reasonably expected to occur, Dometic must:

- (a) notify the ACCC of this expectation as soon as practicable; and
- (b) only implement a Change of Control to another person or entity if that person or entity has given a section 87B undertaking to the ACCC that requires it to comply with the same obligations as are imposed on Dometic pursuant to this Undertaking, or on terms that are otherwise acceptable to the ACCC, unless the ACCC has notified Dometic in writing that a section 87B undertaking under this clause is not required.

15 Costs

Dometic must pay all of its own costs incurred in relation to this Undertaking.

16 Notices

16.1 Giving Notices

- (a) Any notice or communication to the ACCC pursuant to this Undertaking must be sent to:

Email address:	mergers@acc.gov.au,
Attention:	Executive General Manager Merger and Authorisation Review Division

With a copy sent to: mergersucu@acc.gov.au
Director, Undertaking Compliance Unit
Coordination and Strategy Branch
Merger and Authorisation Review Division

- (b) Any notice, direction or communication to Dometic pursuant to this Undertaking must be sent to:

Name: Dometic Group AB (publ.)
Address: Hemvärmsgatan 15, 6th floor
171 54 Solna Sweden
Email Address: per-nicklas.hoglund@dometic.com
Attention: Per-Nicklas Höglund

Name: Dometic Australia Pty Ltd
Address: 1 John Duncan Court
Varsity Lakes QLD 4227
Email Address: andreas.bischof@dometic.com
Fax number: + 61 7 5507 6099
Attention: Andreas Bischof

With a copy sent to

Name: King & Wood Mallesons
Address: Level 61, Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Email Address: sharon.henrick@au.kwm.com
Fax number: +61 2 9296 3999
Attention: Sharon Henrick

- (c) If sent by post, notices are taken to be received three Business Days after posting (or seven Business Days after posting if sent to or from a place outside Australia).
- (d) If sent by email, notices are taken to be received at the time shown in the email as the time the email was sent.

16.2 Change of contact details

- (a) Dometic must notify the ACCC of a change to its contact details within three Business Days.
- (b) Any notice or communication will be sent to the most recently advised contact details and subject to clause 16.1(c) and 16.1(d), will be taken to be received.

17 Defined terms and interpretation

17.1 Definitions in the Dictionary

A term or expression starting with a capital letter:

- (a) which is defined in the Dictionary in Part 1 of Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary; or
- (b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act.

17.2 Interpretation

Part 2 of Schedule 1 sets out rules of interpretation for this Undertaking.

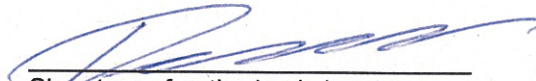
17.3 References to Dometic

All acts and things to be done by Dometic are references to Dometic and its Related Bodies Corporate, where the context requires, except for those acts and things that are to be done on and from the Closing Date, in which case, they are a reference to Dometic and its Related Bodies Corporate, including Atwood, but excluding Aircommand.

Executed as an Undertaking

Executed by Dometic Group AB (publ.) by its authorised signatories:


Signature of authorised signatory


Signature of authorised signatory


Per Carlsson
Name of authorised signatory (print)

Per-Nichlas Högmand
Name of authorised signatory (print)

October 10, 2014
Date

October 10, 2014
Date

Executed by Dometic Australia Pty Ltd (ACN 086 366 305) pursuant to section 127(1) of the *Corporations Act 2001* by:


Signature of director

Signature of director/company secretary

Per Carlsson
Name of director (print)

Name of director/company secretary (print)


October 10, 2014
Date

Date

Accepted by the Australian Competition and Consumer Commission pursuant to section 87B of the *Competition and Consumer Act 2010* on:

14 October 2014

And signed on behalf of the Commission:


Chairman

16 October 2014
Date

Executed as an Undertaking

Executed by Dometic Group AB (publ.) by its authorised signatories:

Signature of authorised signatory

Signature of authorised signatory

Name of authorised signatory (print)

Name of authorised signatory (print)

Date

Date

Executed by Dometic Australia Pty Ltd (ACN 086 366 305) pursuant to section 127(1) of the *Corporations Act 2001* by:

Signature of director



Signature of director/company secretary

Name of director (print)

MICHAEL PHILLIPS

Name of director/company secretary (print)

Date

13-10-2014

Date

Accepted by the Australian Competition and Consumer Commission pursuant to section 87B of the *Competition and Consumer Act 2010* on:

14 October 2014

And signed on behalf of the Commission:



16 October 2014

Chairman

Date

Schedule 1 Definitions and Interpretation

1 Dictionary

ACCC means the Australian Competition and Consumer Commission.

Act means the *Competition and Consumer Act 2010* (Cth).

Agreements means any contract, arrangement or understanding, including any contract, arrangement or understanding to renew, amend, vary or extend any contract, arrangement or understanding.

Aircommand means Aircommand Australia Pty Ltd (ACN 164 415 445) and the business carried on by Aircommand Australia Pty Ltd under the name 'Aircommand'. A full description of the Aircommand business is at Schedule 3.

Approved Audit Plan means the plan approved by the ACCC in accordance with the terms of this Undertaking, by which the Approved Independent Auditor will audit and report upon compliance with this Undertaking.

Approved Independent Auditor means the person appointed under clause 9 of this Undertaking.

Approved Independent Manager means the person appointed under clause 8 of this Undertaking.

Approved Separation and Management Plan means the plan approved by the ACCC in accordance with the terms of this Undertaking, by which the Approved Independent Manager will:

- (a) maintain the separation of Aircommand from any other business owned by Dometic; and
- (b) manage and operate the Aircommand independently of Dometic.

Approved Terms of Appointment means the terms of appointment for an Undertaking Appointment, as approved by the ACCC in accordance with the terms of this Undertaking.

Associated Entity has the meaning given by section 50AAA of the Corporations Act.

Atwood means Atwood Holdings and its subsidiaries, including Atwood Mobile Products LLC (a Delaware limited liability company) and Atwood Australia Holdings Pty Ltd (ACN 164 389 557).

Atwood Holdings means Atwood Investment Holdings LLC, a Delaware limited liability company headquartered in Elkhart, Indiana, USA.

Audit Report has the meaning given to it in clause 9.6 of this Undertaking.

Business Day means a day other than a Saturday or Sunday on which banks are open for business generally in the Australian Capital Territory.

Change of Control means the assignment or other transfer of the legal or beneficial ownership of some or all of the share capital of Dometic or Dometic Australia to any other person or entity or the sale or transfer of any assets necessary, or which may be necessary, to enable compliance with this Undertaking in its entirety.

Closing Date means the date on which the Proposed Transaction is completed.

Commencement Date means the date described in clause 3.1 of this Undertaking.

Corporations Act means the *Corporations Act 2001* (Cth).

Dometic means Dometic Group AB (publ.), a public limited company headquartered in Solna, Sweden.

Dometic Australia means Dometic Australia Pty Ltd (ACN 086 366 305).

Entity Connected has the meaning given by section 64B of the Corporations Act.

Establishment Audit has the meaning given to it in clause 9.6(b)(i) of this Undertaking.

Material Change means any change to the structure, attributes, extent or operations of Aircommand or products or services sold by Aircommand that may affect, or impact on, the competitiveness of Aircommand.

Material Contract means any Agreement that is necessary for the operation of Aircommand, including the supply agreement between [REDACTED]

Proposed Transaction has the meaning given to it in clause 2.2 of this Undertaking.

Proposed Independent Auditor means a person named in a Proposed Independent Auditor Notice.

Proposed Independent Auditor Notice has the meaning given to it in clause 9.2(a) of this Undertaking.

Proposed Independent Manager means a person named in a Proposed Independent Manager Notice.

Proposed Independent Manager Notice has the meaning given to it in clause 8.2(a) of this Undertaking.

Public Mergers Register means the ACCC's public register of merger clearances, available at www.accc.gov.au.

Public Section 87B Undertakings Register means the ACCC's public register of section 87B undertakings, available at www.accc.gov.au.

Related Bodies Corporate has the meaning given to it by section 50 of the Corporations Act.

Related Entities has the meaning given to it by section 9 of the Corporations Act.

Related Parties has the meaning given to it by section 228 of the Corporations Act.

Ring Fenced Information has the meaning given to it in clause 7.5(a) of this Undertaking.

Subsidiary has the meaning given by section 9 of the Corporations Act.

Undertaking is a reference to all provisions of this document, including its schedules and as varied from time to time under section 87B of the Act.

Undertaking Appointment means the Approved Independent Manager or the Approved Independent Auditor, as applicable.

2 Interpretation

In the interpretation of this Undertaking, the following provisions apply unless the context otherwise requires:

- (a) a reference to this Undertaking includes all of the provisions of this document including its schedules;
- (b) headings are inserted for convenience only and do not affect the interpretation of this Undertaking;
- (c) if the day on which any act, matter or thing is to be done under this Undertaking is not a Business Day, the act, matter or thing must be done on the next Business Day;
- (d) a reference in this Undertaking to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- (e) a reference in this Undertaking to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced;
- (f) a reference in this Undertaking to any company includes its Related Bodies Corporate;
- (g) a reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Undertaking;
- (h) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (i) where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (j) a word which denotes the singular also denotes the plural, a word which denotes the plural also denotes the singular, and a reference to any gender also denotes the other genders;
- (k) a reference to the words 'such as', 'including', 'particularly' and similar expressions is to be construed without limitation;
- (l) a construction that would promote the purpose - or object - underlying the Undertaking (whether expressly stated or not) will be preferred to a construction that would not promote that purpose or object;
- (m) material not forming part of this Undertaking may be considered to:
 - (i) confirm the meaning of a clause is the ordinary meaning conveyed by the text of the clause, taking into account its context in the Undertaking and the competition concerns intended to be addressed by the Undertaking and the clause in question; or
 - (ii) determine the meaning of the clause when the ordinary meaning conveyed by the text of the clause, taking into account its context in the Undertaking and the purpose or object underlying the Undertaking, leads to a result that does not promote the purpose or object underlying the Undertaking;
- (n) in determining whether consideration should be given to any material in accordance with paragraph (m), or in considering any weight to be given to any such material, regard must be had, in addition to any other relevant matters, to the:
 - (i) effect that reliance on the ordinary meaning conveyed by the text of the clause would, have (taking into account its context in the Undertaking and whether that meaning promotes the purpose or object of the Undertaking); and
 - (ii) need to ensure that the result of the Undertaking is to completely address any ACCC competition concerns;

- (o) the ACCC may authorise the ACCC Mergers Review Committee, a member of the ACCC or a member of the ACCC staff, to exercise a decision making function under this Undertaking on its behalf and that authorisation may be subject to any conditions which the ACCC may impose;
- (p) in performing its obligations under this Undertaking, Dometic will do everything reasonably within its power to ensure that its performance of those obligations is done in a manner which is consistent with promoting the purpose and object of this Undertaking;
- (q) a reference to:
 - (i) a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;
 - (ii) a party includes its successors and permitted assigns; and
 - (iii) a monetary amount is in Australian dollars.

Schedule 2 Undertaking Appointment

This form sets out the information required by the ACCC in relation to proposed appointment of the following positions under the Undertaking:

- Independent Manager; or
- Independent Auditor,

(the **Undertaking Appointments**).

Please note in relation to information given on in relation to this form, giving false or misleading information is a serious offence.

Method of Delivery to the ACCC

The completed Undertaking Appointment form, along with the additional requested information is to be provided to the ACCC with the subject line (*Proposed [Independent Manager / Independent Auditor] Form*) to the below email addresses:

1. mergers@acc.gov.au
Attention: Executive General Manager
Merger and Authorisation Review Division
2. **With a copy sent to:**
mergersucu@acc.gov.au
Attention: Director
Undertaking Compliance Unit
Coordination and Strategy Branch
Merger and Authorisation Review Division

Information Required

The ACCC requires the following information in order to assess a proposed Undertaking Appointment.

1. Proposed Undertaking Appointment Details:
 - (a) the name of the proposed Undertaking Appointment; and
 - (b) the name of the proposed Undertaking Appointment's employer and contact details including:
 - Address;
 - Contact name;
 - Telephone number;
 - Other contact details.
2. A submission containing the following information:
 - (a) details of the Undertaking Appointment's qualifications and experience relevant to his or her proposed role pursuant to the Undertaking.

- (b) the names of the owner/s and the directors of the Proposed Undertaking Appointment's employer.
- (c) details of any of the following types of relationships between Dometic and the Undertaking Appointment or the Undertaking Appointment's employer or confirmation that no such relationship exists whether within Australia or outside of Australia:
 - (i) Dometic and the Undertaking Appointment's employer are Associated Entities.
 - (ii) Dometic is an Entity Connected with the Undertaking Appointment's employer.
 - (iii) the Undertaking Appointment's employer is an Entity Connected with Dometic.
 - (iv) Dometic and the Undertaking Appointment's employer are Related Entities.
 - (v) Dometic and the Undertaking Appointment's employer are Related Parties.
 - (vi) any Related Party, Related Entity or Entity Connected with Dometic is a Related Party, Related Entity or Entity Connected with the Undertaking Appointment.
 - (vii) Dometic and the Undertaking Appointment or the Undertaking Appointment's employer have a contractual relationship or had one within the past three years, other than those attached to this form.
 - (viii) the Undertaking Appointment's employer is a supplier of Dometic or has been in the past three years.
 - (ix) Dometic is a supplier of the Undertaking Appointment's employer or has been in the past three years.
 - (x) any other relationship between Dometic and the Undertaking Appointment or the Undertaking Appointment's employer that allows one to affect the business decisions of the other.

3. A document outlining the terms of appointment for the Undertaking Appointment.

Specific Information required for Undertaking Appointments

The ACCC requires the information below in relation to the relevant Undertaking Appointment.

Proposed Independent Auditor

4. The finalised draft audit plan, drafted by the Proposed Independent Auditor and outlining (to the extent possible) the Proposed Independent Auditor's plans in regard to the Establishment Audit and the Audit Report.

Proposed Independent Manager

5. The finalised draft separation and management plan for Aircommand detailing the measures and timing to be implemented by Dometic and the Approved Independent Manager in order to fulfil Dometic's and the Approved Independent Manager's obligations pursuant to this Undertaking. This plan is to be drafted by the Proposed Independent Manager in consultation with Dometic to achieve the objectives of the Undertaking including:

- (a) the intended mode of operation of Aircommand until this Undertaking ceases in accordance with clause 4.1;
- (b) separation measures to ensure Aircommand is operated in a manner which is financially and operationally separate from Dometic, including the;
 - (i) separation of the books and records of Aircommand from those of Dometic;

- (ii) severance of Aircommand's participation in any private shared information technology networks, to the extent possible without compromising the viability of Aircommand;
 - (ii) implementation of specific electronic, information and physical security measures to maintain the confidentiality of any competitively sensitive information of Aircommand; and
 - (iv) severance of arrangements to share personnel and plant between Aircommand and any businesses to be retained by Dometic, to the extent possible without compromising the viability of Aircommand;
- (c) details of contracts for the provision of goods or services to Aircommand which will expire before this Undertaking is terminated, and the actions which will be taken to ensure they are replaced, renewed and/or renegotiated on commercial terms favourable to Aircommand;
- (d) personnel planning to maintain appropriate personnel levels and ensure that Aircommand has access to all personnel necessary to operate Aircommand;
- (e) any Material Changes to Aircommand required in order to fulfil Dometic's and the Approved Independent Manager's obligations pursuant to the Undertaking;
- (g) a protocol whereby the Approved Independent Manager can provide any information requested by Dometic without disclosing the details of Aircommand's competitively sensitive information to Dometic.

Confidential Schedule 3 Aircommand's business

Aircommand's business in Australia comprises:

- (a) the Aircommand brand and the products which Aircommand distributes;
- (b) the Aircommand intellectual property and such trade marks, business names and domain names as may be controlled by Aircommand and used in its operations; and
- (c) a head office and research and development facility located in Adelaide, South Australia and a sales office in Melbourne, Victoria;

As at May 2014, [REDACTED]

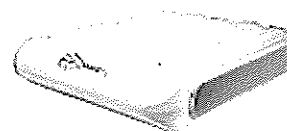
In the fiscal year that ended on 30 June 2014, Aircommand achieved total sales in Australia of [REDACTED].

(a) Aircommand's products

Aircommand distributes its HVAC systems, a heat pump and a compressor refrigerator under the Aircommand brand name [REDACTED]

Aircommand Ibis rooftop air conditioner

Reverse cycle air conditioner (2.8kW cooling capacity and 3.0Kw heating capacity) with electronic defrost to allow operation in -5C degs with a fully functional electronic control panel with infrared remote. 240V voltage.



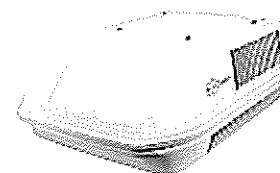
Aircommand Ibis MK3 rooftop air conditioner

Reverse cycle air conditioner (3.1kW cooling capacity and 2.7kW heating capacity). 240V voltage.



Aircommand Cormorant rooftop air conditioner

Reverse cycle rooftop air conditioner (3.5kW cooling capacity and 3.6KW heating capacity) functioned remote/electronic controls and fully reverse cycle with electronic defrost to allow operation in -5C degs. 240V voltage.



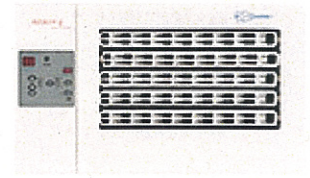
Aircommand Sparrow rooftop air conditioner

Reverse cycle rooftop air conditioner (2.0kW of cooling capacity and 2.15kW heating capacity). Designed for small vans, 29kg, low profile, compact. Remote/Electronic controls with electronic defrost to allow operation in -5C degs. 240V voltage.



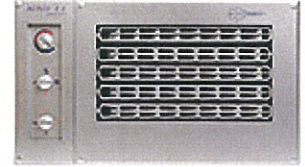
Aircommand Heron Q split system air conditioner

Split system reverse cycle air conditioner designed for larger pop top caravans (2.6kW cooling capacity and 2.5kW heating capacity). Usually installed inside a cupboard or overhead locker with separate condenser fitted in a wardrobe. Fully remote/electronic controls. 240V voltage.



Aircommand Heron 2.2 Split system Air conditioner

Suitable for smaller pop tops with (2.2kW cooling capacity and 1.5kW heating capacity). Fitted with easy to use controls. 240V voltage.



Aircommand Sandpiper ducted air conditioner

Reverse cycle ducted air conditioner (2.2kW of cooling capacity and 1.8kW heating capacity) for small campers and caravans with 3 outlet ducts. Fully electronic climate control model with a touch pad and remote control. 240V voltage.



Aircommand Jabiru all-in-one air conditioner

Reverse cycle air conditioner all-in-one unit (2.2kW cooling capacity and 2.2kW heating capacity). Designed to fit into the cupboards of caravans, small RVs or camper trailers. Fully functioned remote/electronic controls with electronic defrost to allow operation in -5C degs. 240V voltage.



Arctic Fox Compressor Refrigerator

Aircommand also distributes the Arctic Fox Compressor Refrigerator, an upright 12V/24V/240V 110L capacity compressor refrigerator, designed for use in caravans.



Heat Pump Hot Water System

Hot water heating systems. Two different size models are available – a 160L ideal for singles or couples and a 320L model suitable for the average size family.




Agricultural Climate control

Roof top air conditioner with 3.5KW cooling and 3.6KW heating. Fully functioned remote/electronic controls and is fully reverse cycle with electronic defrost to allow operation in -5C degs.



(b) Brands and trade marks

Trade marks

Trade mark	No.	Proprietor	Status (pending, registered or opposed)
	314747	Aircommand Australia Pty Limited	Registered – renewal due 18 January 2019

Business names

Name	No. (ACN, ABN etc)	Registration Date	Next Review Date	Status
Heavyair	ABN 59 164 415 445	24 July 2014	24 July 2017	Registered

Domain names

Domain name	Proprietor (Registrant)	In Operation	Expiry
aircommand.com.au	Aircommand Australia Pty Ltd ID 007 592 234	Registered	Not available
aircommand.net.au	ACN 007 592 234 Pty Ltd	Registered	Not available
aircommand.org	Contact Email c/o Dynadot Privacy	Registered	1 August 2015
aircommand.net	Admin Manager LLC	Registered	27 March 2015
aircommand.com	Perfect Privacy, LLC	Registered	7 August 2016
heavyair.com.au	Heavy Air Pty Ltd ACN 098 509 749	Registered	Not available
heavyair.net.au	Heavy Air Pty Ltd ACN 098 509 749	Registered	Not available
heavyair.org	Perfect Privacy, LLC	Registered	5 February 2015
heavyair.net	Perfect Privacy, LLC	Registered	5 February 2015
heavyair.com	Perfect Privacy, LLC	Registered	1 December 2014

([REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

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[Redacted Section Header]

[Redacted Section Header]

[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]