

In these GENERAL CONDITIONS the following expressions shall have the following meanings:

"CONTRACT" means the contract formed by the acceptance of the ORDER and any other documents referred to in the ORDER together with these GENERAL CONDITIONS and any SPECIAL CONDITIONS

"CONTRACTED DELIVERY DATE(S)" means the date(s) stated on the ORDER (or as may otherwise be agreed by the PURCHASER and SUPPLIER) when the GOODS must be delivered and/or the SERVICES completed.

"CONTROLLER" means, in relation to a person:

- (a) a receiver, receiver and manager, administrator or liquidator (whether provisional or otherwise) of that person or that person's property; or
- (b) anyone else who (whether or not as agent for the person) is in possession, or has control, of that person's property to enforce an encumbrance.

"DESTINATION" means the destination for delivery as stated on the ORDER.

"EVENT OF FORCE MAJEURE" means in relation to either PARTY an unforeseeable circumstance beyond the reasonable control of that PARTY which results in or causes the failure of that PARTY to perform any of its obligations under the CONTRACT (including (without limitation) any acts or omissions by a Government or a Government agency, acts of war (whether or not declared), acts of God, fires, floods, explosions, earthquakes, insurrections or riots).

"GENERAL CONDITIONS" means these general conditions of purchase.

"GOODS" means those goods described in the ORDER.

"GST" has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

"INSOLVENCY EVENT" means, in relation to a party, any one or more of the following events or circumstances:

- (a) being in liquidation or provisional liquidation or under administration;
- (b) having a Controller or analogous person appointed to it or to any of its property;
- (c) being taken under section 459F(1) of the Corporations Act 2001 (Cth) to have failed to comply with a statutory demand;
- (d) being unable to pay its debts or being otherwise insolvent;
- (e) becoming an insolvent under administration as defined in section 9 of the Corporations Act 2001 (Cth);
- (f) entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; or
- (g) any analogous event or circumstance under the laws of any jurisdiction,

unless such event or circumstance occurs as part of a solvent reconstruction, amalgamation, compromise, arrangement, merger or consolidation;

"INTELLECTUAL PROPERTY RIGHTS" means all rights in inventions, patents, designs, utility models, trade and service marks, trade names, whether registered or not, copyright, databases, trade secrets, know-how, software, discoveries, improvements, concepts, models, drawings, secret formulae and processes and all rights to confidential or proprietary

information and all other rights of a similar nature throughout the world including all applications for any such protection and rights to apply for any of the same.

"IT SYSTEM" means all computer hardware, network and telecommunications equipment, and databases owned, used, leased or licensed by or in relation to the SUPPLIER.

"ORDER" means a purchase order issued by the PURCHASER relating to the GOODS and/or SERVICES and any amendments thereto.

"ORDER ACKNOWLEDGEMENT" means the SUPPLIER's acceptance document issued on receipt of the ORDER or ORDER amendment.

"PARTY" means the PURCHASER or the SUPPLIER as the context requires, PARTIES means the PURCHASER and the SUPPLIER. PARTY or PARTIES shall include any successors in title or permitted assigns of the PURCHASER and/or the SUPPLIER.

"PURCHASER" means Selex ES Australia Pty Ltd, ACN 161 554 721, having its registered office at 19 Rocklea Drive, Port Melbourne VIC 3207 Australia.

"SECURITY INTERESTS" include:

- (a) a 'security interest' as defined in the *Personal Property Securities Act 2009* (Cth);
- (b) any mortgage, pledge, lien, retention of title or charge or any security or preferential interest or arrangement of any kind; and
- (c) any arrangement to create any of (a) or (b) or to allow them to exist.

"SPECIAL CONDITIONS" mean the conditions set out or referenced on the ORDER (whether marked as SPECIAL CONDITIONS or not).

"SERVICES" means those services to be provided under the ORDER in accordance with any applicable statement of work.

"SUPPLIER" means the provider of the GOODS and/or SERVICES stated on the face of the ORDER.

1. SCOPE OF CONTRACT

1.1 The CONTRACT does not constitute a contract for the exclusive provision of the GOODS or SERVICES and the PURCHASER reserves the right to contract with other suppliers of such GOODS or SERVICES. The PURCHASER shall purchase GOODS and/or SERVICES with an ORDER. Any ORDER issued by the PURCHASER shall be deemed to incorporate these GENERAL CONDITIONS unless otherwise expressly stated in the ORDER.

1.2 The CONTRACT constitutes the whole agreement between the PARTIES hereto with respect of the GOODS and/or SERVICES to be provided and supersedes all prior negotiations, representations or agreements related to the CONTRACT, either written or oral. Each PARTY acknowledges that it has not relied on, and shall have no right or remedy in respect of any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the CONTRACT. Nothing in this Condition shall limit or exclude any liability for fraud or fraudulent misrepresentation. No amendments to the CONTRACT shall be effective unless evidenced in writing and signed by the PARTIES. For the avoidance of doubt the CONTRACT shall override any terms and conditions stipulated or referred to by the SUPPLIER in any order letter or negotiation prior to and throughout the duration of the CONTRACT and supersedes any prior conditions agreed between the PARTIES.

2. THE PURCHASE ORDER AND ACKNOWLEDGEMENT

2.1 The SUPPLIER agrees to sell and the PURCHASER agrees to purchase the GOODS in accordance with the ORDER. The CONTRACT shall not include any of the SUPPLIER's conditions of sale, notwithstanding reference to them in any document. However, should the CONTRACT be held by a court of competent jurisdiction to include the SUPPLIER's terms and conditions of sale then in the event of any conflict or apparent conflict these GENERAL CONDITIONS shall always take precedence over the SUPPLIER's terms and conditions of sale. Delivery of GOODS in response to an ORDER shall be taken to imply that the SUPPLIER has accepted the terms and conditions of this ORDER.

2.2 The PURCHASER will not be bound by any additional terms proposed by the SUPPLIER on the ORDER ACKNOWLEDGEMENT submitted by the SUPPLIER.

2.3 The PURCHASER shall not be liable for any ORDER, amendment or instructions to proceed with supply of GOODS or SERVICES unless authorised by the issue of the PURCHASER's formal ORDER. Any variations to the CONTRACT must be agreed in writing by the PARTIES and included in an amendment to the ORDER.

2.4 The ORDER will be accepted by the SUPPLIER completing and returning the ORDER ACKNOWLEDGEMENT within 7 (seven) days of the ORDER date, or by commencing work on the ORDER whichever is the earliest.

3. INCLUSIONS IN CONTRACT

The CONTRACT includes the cost of use of all plant, equipment and materials, labour, transportation and handling including packaging and all other items of whatever type and nature necessary for the proper execution of the CONTRACT.

4. CONTRACT PRICE

The price of the CONTRACT shall remain firm (non-revisable) and shall exclude GST but is inclusive of all other taxes, imposts and fees for the duration of the CONTRACT unless otherwise agreed in writing between the PARTIES. The price shall include storage, packing, insurance, royalties and licence fees, delivery, installation and commissioning (as applicable).

5. PAYMENT

5.1 Unless specified otherwise in the ORDER, the PURCHASER will pay the SUPPLIER for all GOODS and SERVICES from 45 (forty-five) days after the last of the following to occur: (i) the SUPPLIER has made physical delivery of the GOODS accompanied by the appropriate paperwork and/or has completed the SERVICES (ii) the PURCHASER has accepted the GOODS and/or SERVICES in accordance with Condition 7; and/or (iii) the PURCHASER is in receipt of a valid invoice. The PURCHASER shall have no obligation to pay any invoice submitted by the SUPPLIER prior to the CONTRACTED DELIVERY DATE(S). If any invoice is disputed, only the undisputed part will be paid by the PURCHASER until the dispute is resolved. Unless otherwise agreed in writing between the Parties no progress payments will be made.

5.2 Whenever any sums of money shall be recoverable from or payable by the SUPPLIER to the PURCHASER, they may be deducted from any sums then due, or which at any later time become due to the SUPPLIER under the ORDER or under any other ORDER the SUPPLIER may have with the PURCHASER.

5.3 All payments made shall be without prejudice to the PURCHASER's rights should the GOODS or SERVICES prove unsatisfactory or not in accordance with the ORDER.

6. DELIVERY

6.1 The date for completion of the SERVICES and/or delivery of the GOODS shall be the CONTRACTED DELIVERY DATE(S) or as otherwise agreed in writing between the PARTIES. Time shall be of the essence of the CONTRACT unless otherwise stated. GOODS shall be delivered to the PURCHASER and packaged to protect from damage in transit and subject to INCOTERMS 2010 Edition, DAP DESTINATION. In the event that deliveries of GOODS are made and/or SERVICES satisfactorily completed in advance of the CONTRACTED DELIVERY DATE(S) the PURCHASER may accept the GOODS or SERVICES as per Condition 7 but payment shall always be in accordance with Condition 5.

6.2 ADVICE NOTES & RELEASE CERTIFICATES (CERTIFICATES OF CONFORMANCE/COMPLIANCE)

The SUPPLIER shall provide certification that the GOODS and SERVICES delivered under the ORDER have been tested and inspected and conform to all drawings and/or ORDER requirements. The SUPPLIER must have objective evidence on file to substantiate the Certificate of Conformity / Compliance and such evidence must be available to the PURCHASER for review. As a minimum Certificates of Conformity shall contain the following information:

- (a) The PURCHASER's part number, description and revision;
- (b) The PURCHASER's ORDER Number and ORDER item number
- (c) Quantity of GOODS supplied against the ORDER Number and item number
- (d) Signature of authorised SUPPLIER's representative; and
- (e) Recommended shelf life and date of manufacture of shelf life items supplied against the ORDER shall be identified on the SUPPLIER's delivery documentation.

6.3 For all GOODS and/or SERVICES which may contain material subject to any export restrictions or regulations the SUPPLIER shall:

6.3.1 Ensure that a statement to this effect is recorded on any advice note, certificate of conformance and/or despatch documentation; and

6.3.2 Include the Country of Origin of the GOODS or SERVICES being supplied on the advice note/Certificate of Conformance/despatch documentation accompanying the GOODS or SERVICES, and what, if any, regulatory controls apply to the items/goods. For GOODS or SERVICES supplied which contain material which is subject to United States Export Administration Regulations (EAR), the relevant Export Control Classification Numbers (ECCNs) shall be documented on accompanying documentation. For GOODS or SERVICES supplied which contain material subject to US ITAR control the SUPPLIER shall ensure that a statement to this effect is recorded on the advice note/Certificate of Conformance/despatch documentation. The SUPPLIER must also ensure that this statement is supported by a copy of the relevant US Export licensing documentation an example of which might be a DSP-05 or its reference number recorded on the accompanying documentation.

6.4 The SUPPLIER undertakes to notify the PURCHASER in writing without delay of any change in circumstances which may delay delivery.

7. ACCEPTANCE

7.1 Unless otherwise provided for in the CONTRACT, acceptance shall take place within 1 (one) calendar month of delivery at the PURCHASER's place of business as specified in the ORDER (the "ACCEPTANCE PERIOD"). If during the ACCEPTANCE PERIOD the GOODS and/or SERVICES are found to not be in accordance with the ORDER then the PURCHASER may reject the GOODS and/or SERVICES and at the SUPPLIER's cost, either return the GOODS to the SUPPLIER or obtain re-performance of the SERVICES by the SUPPLIER. If after the ACCEPTANCE PERIOD the PURCHASER has not rejected the GOODS and/or SERVICES, then the PURCHASER shall be deemed to have accepted the GOODS and/or SERVICES.

7.2 Where acceptance tests are specified in the CONTRACT, acceptance of the GOODS and/or SERVICES shall be subject to completion of the acceptance tests to the satisfaction of the PURCHASER. Unless otherwise stated, the SUPPLIER shall give the PURCHASER 10 (ten) working days' notice of the commencement of acceptance testing, together with a copy of the test procedure.

8. RISK & TITLE

8.1 Risk in any GOODS shall pass to the PURCHASER upon delivery in accordance with Condition 6 above.

8.2 Title to any GOODS shall pass to the PURCHASER upon acceptance in accordance with Condition 7 above, unless stage or advance payments have been made upon which time title shall pass to the PURCHASER.

8.3. TOOLS AND MATERIALS

8.3.1 The SUPPLIER shall not acquire any legal or beneficial interest in any property supplied to it by or on behalf of the PURCHASER (whether on free issue or loan) or paid for by the PURCHASER and held by the SUPPLIER for performance of work on the ORDER.

8.3.2 Any such property in the possession or control of the SUPPLIER, shall be held at the SUPPLIER's risk, stored and booked separately from other property, maintained at the SUPPLIER's expense in good and serviceable condition, clearly marked as "Selex ES Australia Pty Ltd property" and only be used by the SUPPLIER for the performance of the ORDER.

8.3.3 At the request of the PURCHASER (which may be made at any time) or on completion of the ORDER, such property issued to the SUPPLIER shall, unless incorporated into the GOODS or SERVICES, be returned promptly to the PURCHASER.

9. WARRANTY

9.1 The SUPPLIER warrants that:

9.1.1 The SUPPLIER will provide GOODS of satisfactory quality and fit for purpose free from any defects, including latent defects, in design, material and workmanship and will correspond to any specification or sample;

9.1.2 All SERVICES will be provided with due care and diligence and using appropriately qualified personnel;

9.1.3 All GOODS will be provided free of any Security Interests.

9.2 The SUPPLIER shall ensure that the PURCHASER receives the benefit of any manufacturer's guarantees in respect of any GOODS transferred to the PURCHASER.

9.3 Unless otherwise agreed in writing by the PARTIES the SUPPLIER warrants that the GOODS are delivered and the SERVICES are performed duty free of all taxes and liens or other charges or encumbrances of whatsoever kind and all GOODS are supplied free from any reservations or retentions of title.

9.4. LIABILITY FOR DEFECTS

9.4.1 If at any time during 12 (twelve) months after acceptance of the GOODS or completion of the performance of the SERVICES it is discovered that the GOODS or SERVICES or any part thereof are defective in any way or do not conform with the warranties contained in Condition 9.1 then the SUPPLIER shall promptly and at its own expense repair or replace the defective GOODS or re-perform SERVICES.

9.4.2 The PURCHASER shall within a reasonable period of time after any defect is discovered notify the SUPPLIER in writing. This notice shall contain a description of how the defect manifests itself.

9.4.3 Any repair of GOODS shall be effected at the SUPPLIER's place of business unless the PARTIES agree that the defective, GOODS shall be repaired at the PURCHASER'S place of business.

9.4.4 Any re-performance of SERVICES shall be in accordance with the relevant ORDER.

9.4.5 The SUPPLIER shall be obliged to carry out and bear the costs of dismantling and re-installation of defective GOODS.

9.4.6 Transport of parts, plant, equipment and materials and labour to and from the PURCHASER'S place of business or the SUPPLIER'S shall be to the SUPPLIER'S account and risk.

9.4.7 Defective GOODS, which have been replaced by the SUPPLIER, shall be placed at the disposal of the SUPPLIER and shall be his property.

9.4.8 Should the defect be of such nature that its repair or re-performance cannot be postponed and/or the SUPPLIER has failed to remedy the defect, the PURCHASER may undertake the repair of the GOODS or re-performance of the SERVICES itself or engage a third party to do so on its behalf. Any such repair undertaken by the PURCHASER or a third party shall not affect the SUPPLIER'S liability under the CONTRACT and shall be undertaken at the SUPPLIER'S cost.

9.4.9 The SUPPLIER shall be liable only for defects which appear under the condition of operation or performance provided for in the CONTRACT and under proper storing, installation, maintaining and operation of the GOODS or SERVICES. The SUPPLIER shall not be liable for fair wear and tear arising from normal use.

9.4.10 The warranty in Condition 9.1 shall apply to the GOODS or SERVICES or any part of them replaced or repaired in accordance with this Condition so that the warranty shall continue for 12 (twelve) calendar months from the date of acceptance by the PURCHASER of such replaced or repaired item of the GOODS or SERVICES.

9.4.11 If a breach of warranty by the SUPPLIER causes any of the GOODS or SERVICES not to be available for the PURCHASER's use within the warranty period for the GOODS or SERVICES then the warranty period for the GOODS or SERVICES shall be extended by the period during which they were not available for use by the PURCHASER.

9.4.12 The SUPPLIER agrees that all warranties attaching to the GOODS or SERVICES shall be capable of being assigned to a customer of the PURCHASER or other user by the PURCHASER without prior written notice to the SUPPLIER.

9.5. SOFTWARE WARRANTY

9.5.1 Without prejudice to Condition 11, where software (including but not limited to open source software) is required to be supplied hereunder the SUPPLIER warrants that the PURCHASER has been provided with any conditions of use or licence terms relating to such software prior to the date of the ORDER. In the event that such conditions or licence terms have not been provided the SUPPLIER agrees to waive their application and the SUPPLIER agrees to fully indemnify the PURCHASER against all losses, claims, liabilities, damages, costs and expenses arising from the PURCHASER's use of the software in contravention of any such conditions or licence terms. The SUPPLIER warrants that the SUPPLIER is the owner of the copyright or other intellectual property in such software to be supplied or has a valid licence from the owner of the copyright or intellectual property to sell or sub-licence the software to the PURCHASER.

9.5.2 The SUPPLIER warrants that any code provided in the GOODS shall not contain any Harmful Code ("Harmful Code" shall mean any computer code or programming instructions that are intentionally constructed with the ability to damage or otherwise adversely affect computer programmes, data files or hardware without the agreement or intent of the user, and includes instructions known as worms and viruses). The SUPPLIER shall ensure that it has written procedures designed to prevent any such a code being contaminated by Harmful Code, and will, upon request, make such procedures available to the PURCHASER for review.

9.6 Nothing in these GENERAL CONDITIONS or any ORDER excludes, restricts or modifies any condition, warranty, right or remedy conferred on the PURCHASER by the *Competition and Consumer Act 2010* (Cth) or any applicable law that cannot be excluded, restricted or modified by agreement.

10. INDEMNITY AND INSURANCE

10.1. The SUPPLIER shall indemnify the PURCHASER against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which the PURCHASER may incur either at common law or by statute in respect of personal injury or death of any person or in respect of any loss or destruction of or any damage to property (other than as a result or neglect of the PURCHASER or of any person for whom the PURCHASER is responsible) which shall have occurred in connection with any work executed by the SUPPLIER under this ORDER or shall be alleged to be attributable to some defect in the GOODS.

10.2 An ORDER is given on the condition that (without prejudice to the generality of Condition 10.1) the SUPPLIER shall indemnify the PURCHASER against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which the PURCHASER may incur either at common law or by statute in respect of personal injury or death of any person or in respect of any loss or destruction of or any damage to property (other than as a result or neglect of the PURCHASER or of any person for whom the PURCHASER is responsible) which shall have occurred while on the PURCHASER's premises whether or not such persons are (at the time of such injury or deaths are caused) acting in the course of their employment.

10.3. The SUPPLIER will indemnify the PURCHASER against any and all loss, costs, expenses, and liabilities caused to the PURCHASER whether directly or as a result of the action, claim

or demand of any third party by reason of any breach by the SUPPLIER of the CONTRACT or obligations on the SUPPLIER's part implied by law. This indemnity shall not be prejudiced or waived by any exercise of the PURCHASER's rights under Condition 7.

10.4. The SUPPLIER shall hold satisfactory insurance cover, where available, with a reputable insurer to fulfil the SUPPLIER's insurance obligations for the duration of the CONTRACT including public liability insurance cover of at least \$18m (eighteen million Australian dollars). The SUPPLIER shall affect insurance against all those risks arising from the SUPPLIER's indemnity in Condition 10.3. Satisfactory evidence of such insurance and payment of current premiums shall be shown to the PURCHASER upon request.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 The INTELLECTUAL PROPERTY RIGHTS relating to the SERVICES or their performance, the GOODS or their manufacture, prior to the formation of the CONTRACT, shall remain the property of the owner of the INTELLECTUAL PROPERTY RIGHTS. The INTELLECTUAL PROPERTY RIGHTS may not without the prior written consent of the owner otherwise be used or copied reproduced transmitted or communicated to a third party.

11.2 The INTELLECTUAL PROPERTY RIGHTS relating to the SERVICES or their performance, the GOODS or their manufacture arising out of the performance of the CONTRACT shall vest in the PURCHASER unless otherwise specifically agreed in writing by the PURCHASER and the SUPPLIER undertakes at its cost to do all acts and things (including execution of documents) as the PURCHASER deems necessary to vest such INTELLECTUAL PROPERTY RIGHTS in the PURCHASER.

11.3 The SUPPLIER hereby grants to the PURCHASER a perpetual non-exclusive worldwide royalty-free licence to use the INTELLECTUAL PROPERTY RIGHTS contained in the GOODS or provided under the SERVICES for the purpose necessary for the fulfilment of the PURCHASER's obligations.

12. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

12.1 The SUPPLIER shall indemnify the PURCHASER against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the PURCHASER arising out of or in connection with any claim made against the PURCHASER for actual or alleged infringement of a third party's INTELLECTUAL PROPERTY RIGHTS arising out of or in connection with the PURCHASER's use of the GOODS.

12.2 This indemnity shall not cover the PURCHASER to the extent that a claim under it results from the PURCHASER's negligence or wilful misconduct.

12.3 If any third party makes a claim, or notifies an intention to make a claim, against the PURCHASER which may reasonably be considered likely to give rise to a liability under this indemnity (a "CLAIM"), the PURCHASER shall:

12.3.1 As soon as reasonably practicable, give written notice of the CLAIM to the SUPPLIER specifying the nature of the CLAIM in reasonable detail;

12.3.2 Not make any admission of liability, agreement or compromise in relation to the CLAIM without the prior written consent of the SUPPLIER; and

12.3.4 Give the SUPPLIER and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the PURCHASER so as to enable the SUPPLIER and its professional advisers to examine them and to take copies (at the SUPPLIER's expense) for the purpose of assessing the CLAIM.

12.4 If a payment due from the SUPPLIER under this Condition is subject to tax (whether by way of direct assessment or withholding at its source), the PURCHASER shall be entitled to receive from the SUPPLIER such amounts as shall ensure that the net receipt, after tax, to the PURCHASER in respect of the payment is the same as it would have been were the payment not subject to tax.

13. FORCE MAJEURE

13.1 Neither PARTY shall be deemed in breach of the ORDER or liable to the other for delay in performing its obligations, or failure to perform any such obligations, under the ORDER, if the delay or failure results from an EVENT OF FORCE MAJEURE provided that the affected PARTY:

13.1.1 Promptly notifies the other PARTY, in writing, of the known or anticipated event which causes or may cause it;

13.1.2 Produces reasonable evidence of its occurrence;

13.1.3 Uses all reasonable endeavours to eliminate or minimise the delay and continues to fulfil its obligations to the extent that they are not affected by the EVENT OF FORCE MAJEURE;

13.1.4 Recommences its full performance as soon as is reasonably possible following its cessation;

13.1.5 Gives notice of the cessation of any event previously notified to the other PARTY as likely to result in prevention or delay in execution of the ORDER.

13.2 If a PARTY is affected by an EVENT OF FORCE MAJEURE, it will use all reasonable endeavours to mitigate its effect. Neither Party will be entitled to any payment from the other PARTY for any costs or expenses incurred as a result of it.

13.3 If an EVENT OF FORCE MAJEURE exceeds a continuous period of 30 (thirty) days, then the PURCHASER shall have the right by written notice to the SUPPLIER to terminate the ORDER immediately without having any liability to the SUPPLIER except in respect of that part of the GOODS and/or SERVICES already delivered to and accepted by the PURCHASER prior to such termination.

14. TERMINATION

14.1 The PURCHASER shall be entitled to terminate the CONTRACT either in full or in part in the following circumstances:

14.1.1 Forthwith if the SUPPLIER has abandoned the CONTRACT or within 5 (five) working days after a written request by the PURCHASER if the SUPPLIER has failed or refused to proceed with due diligence and expedition in the performance of the CONTRACT;

14.1.2 Forthwith if the SUPPLIER commits any material breach of any term of the CONTRACT and which breach shall not have been remedied within 5 (five) working days after a written request by the PURCHASER to remedy the same;

14.1.3 Forthwith if the SUPPLIER suffers an Insolvency Event. For the avoidance of doubt where the SUPPLIER is based in a jurisdiction other than Victoria, Australia and in the event that the SUPPLIER undergoes or undertakes equivalent action in the SUPPLIER's relevant jurisdiction then the provisions of this Condition 14.1 shall apply and the CONTRACT shall terminate;

14.1.4 By the PURCHASER without cause giving the SUPPLIER 1 (one) calendar months' notice in writing. The PURCHASER and the SUPPLIER shall agree a fair and reasonable price for all work reasonably done and materials reasonably purchased by the SUPPLIER for the purpose of carrying out work on the ORDER up to the date of such cancellation in satisfaction of all sums due to the SUPPLIER by the PURCHASER under this ORDER. The agreed price, together with any sums paid or due to the SUPPLIER under the ORDER before the effective date of termination shall not exceed the total price of the GOODS or SERVICES under the ORDER and such payment shall be the PURCHASER's sole liability in respect of the cancellation.

14.1.5 In the event the SUPPLIER is acquired by or merged with any third party or undergoes a change of control, the PURCHASER shall be entitled to suspend the performance of, or terminate, the ORDER immediately (whether in whole or in part) without incurring any liability whatsoever except in respect of GOODS or SERVICES delivered to the PURCHASER before the occurrence of the events listed in this Condition 14.1.5.

15. RIGHT OF ACCESS.

Upon the PURCHASER providing reasonable notice, the SUPPLIER shall (and procure that its sub-contractors shall):-

15.1 allow the PURCHASER and persons authorised by the PURCHASER (which may include the customer of the PURCHASER) access to the SUPPLIER's premises (and those of its sub-contractors) as are being used to carry out work on the GOODS and SERVICES in order to inspect and audit the facilities, processes and procedures used in manufacturing the GOODS or providing the SERVICES;

15.2 provide adequate data to the PURCHASER relating to progress of work on the GOODS and their quality; and

15.3 provide all necessary assistance (including, where appropriate, access to office accommodation, telephone and a broadband connection) to enable the rights set out in this Condition 15 to be exercised fully. While on the SUPPLIER's premises the PURCHASER shall adhere to the SUPPLIER's health, safety and environmental policy and procedures and safety and security rules applying at the relevant site. Likewise if the ORDER requires the SUPPLIER to visit the PURCHASER'S premises then the SUPPLIER shall ensure that the SUPPLIER the SUPPLIER's employees, the SUPPLIER's sub-contractors and their employees and any other person associated with the SUPPLIER will adhere in every respect to the PURCHASER's health, safety and environmental policy and procedures and safety and security rules applying at the relevant site.

15.4 At any point during the procurement process, the PURCHASER may, at its own discretion, conduct an audit of the SUPPLIERS costs in order to substantiate and finalise prices. In the event that PURCHASER elects to conduct a cost audit, then the SUPPLIER will be required to make available full cost documentation and support for any or all of the SUPPLIER's price submittals.

16 QUALITY

16.1 QUALITY MANAGEMENT SYSTEM

The ORDER shall be carried out in accordance with the scope of the SUPPLIER'S current registration (e.g. ISO 9000, AS9100). On request evidence of Certification (Certificate and Scope of Approval) will be supplied to the PURCHASER.

16.2 CONTROL OF RECORDS/DOCUMENTATION

The SUPPLIER shall generate and maintain records and data for all inspections and tests performed. The records and data generated shall be appropriate to the inspection and test operations performed and in sufficient detail to provide for complete verification and evaluation of operations. On request the records will be supplied to the PURCHASER and no records will be destroyed without prior permission of the PURCHASER. These records may include, but are not limited to:

- (a) Product Release certification; and/or
- (b) Records of testing or inspection such as test certificates, route cards, or batch records that detail product serial numbers and are required for traceability purposes.

The SUPPLIER shall retain records of all inspections and tests for a minimum of 6 (six) years from completion of the CONTRACT unless otherwise agreed in writing by the PURCHASER.

16.3 MATERIAL TRACEABILITY

Part, Material, Equipment or Raw Material Traceability

Unless otherwise specified in the ORDER, the GOODS and SERVICES (where there is a supply of material) supplied against this ORDER require full traceability of parts, materials, equipment or raw materials from the time of receipt through delivery of the finished article as follows.

16.3.1. Part or Material Traceability to the original component manufacturer is required from the SUPPLIER as follows:

- (a) For parts or materials from the original part or material manufacturer, the PURCHASER requires traceability to the original component manufacturer including both Date and Lot Code information.
- (b) For parts or materials from the original part or material manufacturer purchased via the authorised/franchised distributor or agent, PURCHASER require traceability to the original component manufacturer.
- (c) For parts or materials procured from routes other than from a. & b. above then SUPPLIER shall provide full traceability as in b. above. However, where this is not possible then all necessary steps shall be taken to ensure parts or material provenance in accordance with clause 16.4. For parts or materials other than electro-mechanical, electronic or electrical categories such as (but not exclusive to) turned parts, cast parts, machined parts, formed parts, moulded parts, extruded parts, then these materials shall have traceability as contained in 16.3.3 below.

16.3.1 Equipment Traceability. For equipment such as (but not exclusive to) Printed Circuit Assemblies, Power Supply Units, other electro-mechanical, electronic or electrical assemblies, the SUPPLIER shall make available on request full traceability to the original component manufacturer of the parts that are assembled into the equipment as a constituent part including both Date and Lot Code information.

16.3.2 Raw Material Traceability is required to the physical and chemical analysis of the raw material from the raw material manufacturer and or its appointed agent/distributor.

16.3.3 The SUPPLIER may only purchase items directly from Original Component Manufacturers (OCMs), OCM authorised (i.e. franchised) distributors, or authorised (i.e. franchised) aftermarket manufacturers. Use of items that were not provided by these sources is not authorised unless first approved in writing by the PURCHASER. The SUPPLIER must present compelling support for its request for the PURCHASER's approval (e.g., OCM documentation that authenticates supply chain traceability of the parts to the OCM) and include in its request all actions to ensure the items thus procured are new, unused and authentic items.

16.4 DEVIATIONS/CONCESSIONS

All deviations from the requirements of the ORDER are to be referred to the PURCHASER's Procurement Department for approval, and if approved shall be authorised by the PURCHASER in the form of an ORDER amendment prior to delivery of the GOODS or SERVICES. It is essential that pre-approved deviations/concessions are recorded on all delivery paperwork.

16.5 CONFIGURATIONAL CONTROL

The SUPPLIER will establish and control the configuration of their documents such as drawings, specifications, plans and procedures necessary to design, manufacture, test, inspect and deliver GOODS or SERVICES to the configuration package supplied by the PURCHASER. There shall be no changes or deviations to the contractually agreed PURCHASER configuration package without written approval by an amendment to the ORDER from the PURCHASER.

16.6 CONTROL AND MONITORING OF MEASURING DEVICES

Test equipment shall have its performance and calibration verified for all parameters detailed in its manufacturer's published performance/calibration specification, against measurement standards traceable to national or international standards, NATA or overseas equivalent accreditations.

At the request of the PURCHASER the SUPPLIER or the SUPPLIER's Sub tier suppliers shall provide a calibration certificate and test report showing all test results including an estimate of the uncertainty of measurement.

16.7 ENVIRONMENTAL CONTROL

It is a condition of the CONTRACT that the SUPPLIER will meet their regulatory approvals regarding environmental compliance in accordance with ISO14001.

16.8 AUDITS

It is a condition of the CONTRACT that the PURCHASER's Quality Assurance Authority reserves the right to conduct Audits of the SUPPLIER to confirm compliance with the quality conditions of the CONTRACT.

16.9 FOREIGN OBJECT DAMAGE

16.9.1 The SUPPLIER shall develop and maintain a Foreign Object Debris/Damage ("FOD") prevention program for manufacturing areas. The intention is to prevent introduction of foreign objects into any GOODS delivered under the ORDER. National Aerospace Standard 412 (NAS 412) is available as a guideline.

16.9.2 The SUPPLIER shall ensure timely removal of residue/debris generated, if any, during manufacturing operations and/or normal daily tasks. The SUPPLIER's FOD program shall be proportional to the sensitivity of the design of the GOODS to FOD, as well as, to the FOD generating potential of the manufacturing methods

17 COUNTERFEIT GOODS

17.1 For the purposes of this Condition 17:

17.1.1 "SUSPECT COUNTERFEIT GOODS" means material, component, part, assembly, sub-assembly, product and any other item forming part of the GOODS (together referred to as "ITEMS" and separately as "ITEM") in which there is an indication by visual inspection, testing, or other information that it may have been misrepresented by the SUPPLIER or manufacturer and may meet the definition of COUNTERFEIT GOODS below;

17.1.2 "COUNTERFEIT GOODS" means SUSPECT COUNTERFEIT GOODS that is a copy or substitute made without legal right or authority or one whose material, performance, IDENTITY (as defined below) or characteristics are misrepresented by a supplier in the SUPPLIER's supply chain; and

17.1.3 "IDENTITY" means information including but not limited to the original manufacturer, trademark or other intellectual property, part number, date code, lot number, applied testing methods and the results, inspection performed, documentation, warranty, origin, alterations, tampering, salvage, recycling, ownership history, packaging, physical condition and previous use or rejection.

17.2 The SUPPLIER warrants that COUNTERFEIT GOODS shall not be supplied to the PURCHASER or installed in the PURCHASER's products by the SUPPLIER.

17.3 The SUPPLIER warrants that only new, unused and authentic ITEMS shall form part of the GOODS and shall be supplied to the PURCHASER.

17.4 The SUPPLIER may only purchase ITEMS directly from Original Component Manufacturers (OCMs), OCM authorised distributors, or authorised aftermarket manufacturers. Use of ITEMS that were not provided by these sources is not authorised unless first approved in writing by the PURCHASER. The SUPPLIER must present a documented risk analysis in support of its request for the PURCHASER's approval (e.g., OCM documentation that authenticates supply chain traceability of the parts to the OCM).

17.5 If COUNTERFEIT GOODS or SUSPECT COUNTERFEIT GOODS are furnished under the CONTRACT such GOODS shall be impounded. The SUPPLIER shall promptly replace such GOODS with GOODS acceptable to the PURCHASER and the SUPPLIER shall be liable for all costs relating to impoundment, removal and replacement. The PURCHASER may notify and turn COUNTERFEIT GOODS over to Government authorities for investigation and the PURCHASER reserves the right to withhold payment pending the results of the investigation.

17.6 This Condition 17 applies in addition to any quality provision, specification, and statement of work or other provision included in the CONTRACT addressing the authenticity of GOODS. To the extent that such provisions conflict with this Condition, this Condition shall prevail.

17.7 The SUPPLIER shall include all provisions of this Condition 17, including this sentence, in all lower tier contracts under this ORDER. Any inability or unwillingness of a lower-tier supplier to

comply with this provision shall be documented in writing and submitted immediately to the PURCHASER.

18 CONFLICT MINERALS

18.1 The SUPPLIER acknowledges that the PURCHASER may be required to provide to the customer certain information regarding any tin, tantalum, tungsten and gold (collectively, "Conflict Minerals") that may be contained in GOODS sold by the PURCHASER

18.2 Upon PURCHASER's request, the SUPPLIER shall promptly provide such written certifications concerning Conflict Minerals contained in GOODS sold by the SUPPLIER to the PURCHASER (including components, parts and materials thereof) as the PURCHASER may request from time to time (hereinafter "Certifications").

18.3 The SUPPLIER represents and warrants that it has adopted and will maintain adequate measures to enable such due diligence as to the source and chain of custody of Conflict Minerals as is necessary to determine:

18.3.1 whether the products, components, parts or materials supplied to the PURCHASER contain Conflict Minerals and, if so;

18.3.2 whether in the case of each of those Conflict Minerals, that Conflict Mineral is:

18.3.2.1 derived from recycled or scrap materials; or

18.3.2.2 originates (or the SUPPLIER reasonably believes that those Conflict Minerals may originate) from the Democratic Republic of the Congo or an adjoining country (Angola, Burundi, Central Africa Republic, Congo Republic, Rwanda, South Sudan, Sudan, Tanzania, Uganda, Zambia (collectively the "Covered Countries")).

18.4 Where the SUPPLIER determines that there may exist Conflict Minerals falling under clause 18.3.2 above, the SUPPLIER shall perform the necessary due diligence and make every effort to identify:

18.4.1 the facilities used to process those Conflict Minerals; and

18.4.2 the location of each mine or the location of origin of those Conflict Minerals with the greatest possible specificity.

18.5 The SUPPLIER warrants that any information contained within the Certifications provided to the PURCHASER pursuant to clause 18.2, shall be an accurate reflection of the outcome of the SUPPLIER's due diligence.

18.6 For the purpose of clause 18.3, "adequate measures" shall mean any process which effectively incorporates a nationally or internationally recognised due diligence framework (e.g. due diligence guidance approved by the Organisation for Economic Cooperation and Development (OECD)). The SUPPLIER warrants and represents that its GOODS parts, components and materials are not and will not be produced with child or forced labour.

19 INDUCEMENT AND ETHICS

19.1 The SUPPLIER is fully aware that the PURCHASER is a wholly owned subsidiary of a British company and that all of the provisions of the UK Bribery Act 2010 ("the ACT") apply to the activities of the PURCHASER. The SUPPLIER undertakes to comply fully with the ACT and will not enter into any contract or arrangement which involves any act or omission anywhere in the

world which breaches the ACT. Whether acting alone or with others the SUPPLIER undertakes that it will not do or omit to do anything which constitutes an offence (whether or not the SUPPLIER can be prosecuted) under the ACT.

The SUPPLIER acknowledges notably that the ACT prohibits (a) bribery of individuals in private businesses, and (b) facilitation payments, notwithstanding that they may be acceptable under Australian, US or other legislation.

The Supplier also undertakes to comply fully with any analogous or similar legislation applicable under the governing law of these GENERAL CONDITIONS.

19.2 The SUPPLIER shall maintain an ethics program which includes a written code of conduct, training and awareness for all employees. The PURCHASER requests that the SUPPLIER confirms that they have in place adequate procedures to prevent bribery which includes an effective anti-bribery programme in place which is complied with. The SUPPLIER shall, upon written request, make available for inspection records relating to its adequate procedures and anti-bribery programme, but any inspection or non-exercise of the right to inspect, shall not relieve the SUPPLIER of its obligations nor, by doing so, shall the PURCHASER be considered to condone the SUPPLIER's activities.

19.3 The PURCHASER reserves the right to terminate the CONTRACT in the event that:

19.3.1 The SUPPLIER does not allow the PURCHASER to review records relating to its adequate procedures and anti-bribery programme;

19.3.2 The PURCHASER considers that the SUPPLIER's anti-bribery programme is insufficient; or

19.3.3 The SUPPLIER is, or is likely to be, prosecuted under the ACT or any other similar anti-bribery and corruption legislation in other countries.

20. EXPORT

20.1 The GOODS or SERVICES may be exported or re-exported by the PURCHASER.

20.2 The SUPPLIER warrants that it has obtained all necessary export approvals for the provision of the GOODS and SERVICES to the PURCHASER, its customer and end user customer.

20.3 The SUPPLIER agrees to notify the PURCHASER if any GOOD or SERVICE deliverable under the CONTRACT contains technology which is restricted by export control laws or regulations. Notification shall be provided at the earliest opportunity but no later than first delivery or payment, whichever comes first. Notification shall include details of the Export Control regulations including Commodity Jurisdiction and Export Control Classification Number.

20.4 The SUPPLIER further agrees to comply with all applicable U.S. export control laws and regulations, specifically including but not limited to the requirements of the Arms Export Control Act, 22 USC.2751-2794, the International Traffic in Arms Regulations (ITAR), 22 CFR 120 et seq., and the Export Administration Regulations, 15 CFR. 730-774; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, the SUPPLIER agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to SUPPLIER or SUPPLIER's lower tier suppliers, without the authority of an export license, agreement, or applicable exemption or exception.

20.5 The SUPPLIER shall provide the PURCHASER with copies of Export Licenses, or sufficient information extracted from Export Licenses to ensure that the PURCHASER can comply with any Export Control conditions.

20.6 For each delivery, SUPPLIER shall notify the PURCHASER of the Country of Origin of the GOODS or SERVICES and the relevant Commodity Jurisdiction. For items/goods supplied which contain material which is subject to United States Export Administration Regulations (EAR), the relevant Export Control Classification Numbers (ECCNs) shall be documented on accompanying documentation. For GOODS supplied which contain material subject to US ITAR control the SUPPLIER shall ensure that a statement to this effect is recorded on the advice note/Certificate of Conformance/despatch documentation.

20.7 In the absence of notification or marking on accompanying documentation, the SUPPLIER warrants that no restriction exists in respect of any Export Regulation, including but not limited to the US ITAR or US EAR or any other US or non-US Government Regulations preventing such export or re-export by the PURCHASER.

20.8 The SUPPLIER shall immediately notify the PURCHASER procurement representative if the SUPPLIER is or becomes aware of any of the following that the SUPPLIER has been listed in any denied parties list or if the SUPPLIER's export privileges are otherwise denied, suspended or revoked in whole or in part by any government entity or agency; any of the Export related information the SUPPLIER has provided to the PURCHASER on any GOODS or SERVICES supplied have changed. Notice of this change in circumstances must be made to the PURCHASER immediately it becomes known the SUPPLIER.

20.9 Where the SUPPLIER is a signatory to a United States export license or export agreement (e.g., TAA, MLA, WDA), the SUPPLIER shall provide prompt notification to the PURCHASER procurement representative in the event of changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR, and the initiation or existence of a U.S. government investigation, that could affect the SUPPLIER's performance under the CONTRACT.

20.10 The SUPPLIER shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense including legal fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of the SUPPLIER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Condition.

ADDITIONAL CLAUSE FOR UNITED STATES SUPPLIERS

20.11 If the SUPPLIER is engaged in the business of either exporting or manufacturing (whether exporting or not) defence articles or furnishing defence services, the SUPPLIER represents that it is registered with the Directorate of Defence Trade Controls as required by the ITAR and that the SUPPLIER maintains an effective export/import compliance program in accordance with the ITAR.

21. CONFIDENTIALITY

21.1 Each PARTY agrees to treat as confidential and not to use or disclose to any third party any information disclosed by one PARTY to the other PARTY in connection with the CONTRACT without the prior written consent of the disclosing PARTY and only to use such information to the extent reasonably necessary for the proper performance of the CONTRACT.

22. ASSIGNMENT, SUBCONTRACTING AND SIGNIFICANT CHANGE

22.1 The SUPPLIER shall not assign the CONTRACT in whole or in part, or subcontract, or permit any subcontractor to subcontract, any or all of the manufacture of the GOODS or performance of the SERVICES without the prior written consent of the PURCHASER, such consent not to be unreasonably withheld.

22.2 SUPPLIERS using sub-contractors shall either have their systems to control sub-contractors approved by the PURCHASER or an external certification body. Should the SUPPLIER's system be approved to control the subcontractors, the SUPPLIER shall have records of this approval on file and available for review by the PURCHASER's Quality Representative. Approval of sub-contractors by the PURCHASER does not relieve the SUPPLIER of the responsibility for assuring that work performed by sub-contractors is in accordance with the requirements of the CONTRACT.

22.3 The SUPPLIER shall give the PURCHASER not less than 180 (one hundred and eighty) days prior written notice (in reasonable detail) of any organisational, operational or other changes which may affect the SUPPLIER's performance of the ORDER, including but not limited to:

22.3.1 the relocation of any of the SUPPLIER's plant which is involved in the manufacture or supply of the relevant supplies;

22.3.2 the transfer of any significant part of the relevant process or manufacturing operations from one plant to another;

22.3.3 any significant changes to or affecting the workforce employed in relation to the relevant supplies; and/or

22.3.4 the refusal, suspension, withdrawal or revocation of a relevant quality or capability system or approval (prompt notice shall be given in respect of 22.3.3 and/or 22.3.4 as soon as the SUPPLIER has notice thereof), all of the above matters being referred to as a "Significant Change".

22.4 Upon receipt of such notice the PURCHASER will review the likely effect(s) of any Significant Change(s) upon the performance of the ORDER. The SUPPLIER shall promptly provide all reasonable assistance to the PURCHASER in carrying out the review and shall address the PURCHASER's concerns arising therefrom.

22.5 The PURCHASER is entitled to suspend ORDER for a reasonable period of time without liability if it considers that a Significant Change has or is likely to have a material effect on any contractual requirement (a "Material Impact"). Also, at any time during or after it's said review the PURCHASER may notify the SUPPLIER in writing of the reason(s) it considers the Significant Change to have or be likely to have a Material Impact. The PURCHASER may terminate (without liability or prejudice to rights under this ORDER or rights of law) the ORDER forthwith if the SUPPLIER fails to i) demonstrate (within 30 (thirty) days of such notification) to the PURCHASER's satisfaction that the Significant Change does not and/or will not have a Material Impact, or ii) conclude (in such period) alternative arrangements acceptable to the PURCHASER.

23 OFFSET

23.1 Without prejudice to the PURCHASER's rights under this Agreement, the Parties agree that the entire value of this Order may be used by the PURCHASER to claim Offset credit. Allocation of any Offset credits arising from this Order against obligations owned by the SUPPLIER or a third party shall only take place following the PURCHASER's prior agreement in writing.

23.2 For all offset claims the SUPPLIER agrees to work with the PURCHASER to identify offset qualifying content and to support the verification process with the national offset authority in the applicable country.

23.3 The SUPPLIER shall, on acceptance of each individual ORDER, inform the PURCHASER regarding any significant sub-contracts required to support the execution of any ORDER which have or will be let to companies based in or with operations in the following countries:

Algeria, Brazil, Canada, Colombia, Denmark, India, Indonesia Malaysia, Oman, Peru, Romania, Saudi Arabia, Slovenia, South Africa, South Korea, Sweden, Switzerland, Taiwan, Turkey, UAE, Ukraine.

23.4 On request by the PURCHASER, the SUPPLIER shall assist the PURCHASER in registering this ORDER with the appropriate bodies as a satisfactory offset.

24. SECURITY AND INDEMNITY

24.1 Where a security classification appears in the ORDER the SUPPLIER shall at all times comply with the relevant security procedures for handling classified information including those contained in any security aspects letter issued by the PURCHASER's Security Officer which shall form part of the ORDER.

24.2 The SUPPLIER shall ensure that any of its employees, agents or sub-contractors (to whom information shall only be given in support of the preparation or furtherance of the ORDER) are made aware of the security conditions appertaining to the ORDER and accept that they are subject to the security procedures notified on the ORDER or in operation at the PURCHASER's sites.

25. SAFETY STANDARDS

25.1 For all GOODS which by law must bear a "CE" mark, the SUPPLIER shall unless stated otherwise provide a declaration of conformity, material and test certification which shall accompany delivery of the GOODS. In addition, the PURCHASER shall, at its sole discretion, have reasonable access at all reasonable times to the SUPPLIER'S technical files relating to the GOODS.

25.2 The SUPPLIER shall notify the PURCHASER of any hazards and related safety information associated with any GOODS supplied under this ORDER in accordance with COSHH.

25.3 The SUPPLIER shall provide a statement, signed by an authorised company representative, that the GOODS being supplied do not contain any Substances of Very High Concern (SVHC) as identified on the European Chemical Agency's (ECHA) website. If the GOODS do contain any SVHC then a list of the SVHC must be provided including the SVHC name, the quantity of SVHC, the weight of the goods, the location of the SVHC within the product and a safety datasheet for the substance.

25.4 The SUPPLIER shall ensure there is no asbestos to be found on any products supplied.

26. COMPLIANCE TO RESTRICTION OF HAZARDOUS SUBSTANCES DIRECTIVE (ROHS): SOLDER AND COMPONENT FINISHES

26.1 The SUPPLIER shall fully comply with specified component finishes and solder. In addition, the SUPPLIER shall maintain a clear definition and configuration control of the component

finishes and solder within the GOODS delivered to the PURCHASER.

26.2 The SUPPLIER must obtain approval in writing for any potential non-compliance with the PURCHASER's drawing requirements and prior to making any changes to component finishes or solder within GOODS delivered to the PURCHASER.

26.3 Liability for GOODS that do not comply with component finishes or solder specified in the PURCHASER's drawing requirements shall rest with the SUPPLIER unless otherwise agreed in writing with the PURCHASER.

27. REGISTRATION, EVALUATION, AUTHORISATION AND RESTRICTION OF CHEMICALS REGULATIONS (REACH):

27.1 In the event that the SUPPLIER is unable to continue to provide GOODS and/or SERVICES that are compliant with the Registration, Evaluation, Authorisation and Restriction of Chemicals Regulations (REACH), then the PARTIES agree that they shall enter into negotiations in good faith in order to find a mutually agreeable solution, including the possibility of the SUPPLIER providing similar, REACH compliant GOODS and/or SERVICES. In the event that a mutually agreeable solution cannot be found within a reasonable time, the failure to provide the GOODS and/or SERVICES shall be held to be beyond the reasonable control of the PARTIES and the CONTRACT shall be terminated on the grounds of an EVENT OF FORCE MAJEURE.

28. BUSINESS CONTINUITY PLANNING

28.1 The SUPPLIER on request by the PURCHASER will provide the PURCHASER with a copy of the SUPPLIER's current business continuity plan. Where no SUPPLIER business continuity plan exists, the PURCHASER may request the SUPPLIER to engage in activities with the PURCHASER to achieve an acceptable level of business continuity planning, management, and maturity.

29. SUSTAINABILITY

29.1 The PURCHASER shall regularly assess the sustainable development implications of its policy and practice. As such, sustainable procurement will consider: the environmental, social and economic consequences of design; non-renewable material use; manufacture and production methods; logistics, service delivery; use; operation; re-use; recycling options; disposal and the SUPPLIER's capability to address these consequences throughout the supply chain.

29.2 The PURCHASER shall embed the principles of sustainability within its procurement activities to ensure that, in all cases, a balanced consideration of social, ethical, environmental and economic impacts are undertaken throughout the procurement process resulting in only value for money products and services being selected.

29.3 The SUPPLIER shall comply with all applicable fair employment, equality of treatment and anti-discrimination legislation and shall endeavour to ensure that in his employment policies and practices and in delivery of the GOODS or SERVICES required by the PURCHASER under this ORDER.

29.4 The SUPPLIER shall endeavour to identify issues of supply relating to the GOODS or SERVICES (including components thereof) and/or services where discontinuance of supply or an ability to supply such GOODS or SERVICES at fair and reasonable cost could interfere with the ability of the SUPPLIER to maintain such supply ("Supply Issue"). In the event that the SUPPLIER identifies a Supply Issue the SUPPLIER shall inform the PURCHASER as soon as possible and shall endeavour to procure all necessary licences and information to enable the SUPPLIER to

continue to support the future supply of the GOODS or SERVICES;

30. WAIVER

30.1 No exercise or failure to exercise or delay in exercising any right, power or remedy vested in either PARTY under or pursuant to the CONTRACT shall constitute a waiver by the PARTY of that or any other right, power or remedy. No single or partial exercise of such right, power or remedy shall preclude or restrict the further exercise of that or any other right, power or remedy.

31. NOTICES or COMMUNICATION

31.1 A notice or communication shall be deemed to have been delivered:

- (a) by prepaid post, in three Working Days if sent within Australia and in eight Working Days if sent by air mail from one country to another;
- (b) by facsimile, at the time recorded by the transmitting machine, unless within one Working Day the sender is informed that the transmission was received in incomplete or garbled form; or
- (c) by email, when the email enters the addressee's information system, unless the sender's information system receives a message within one Working Day that the email has not been delivered to the addressee,

but if the receipt, transmission or entry into the information system is not on a Working Day or is after 5.00pm (recipient's local time) on a Working Day, the notice is taken to be received at 9.00am (recipient's local time) on the next Working Day.

32. THIRD PARTY RIGHTS

32.1 A person who is not a party to the CONTRACT has no right under the Contracts (Rights of Third Parties) Act 1999 and any subsequent amendments thereto, including under the Australian laws, to enforce any term of the CONTRACT.

33. MODERN SLAVERY ACT

33.1 The SUPPLIER undertakes not to purchase any GOODS or SERVICES or raw materials that have been sourced from manufacturers or service providers using forced labour in its operations or practices in accordance with the Modern Slavery Act 2015.

33.2 The SUPPLIER shall:

33.2.1 comply with the PURCHASER's anti-slavery policy in force;

33.2.2 comply with all applicable laws, statutes and regulations relating to the anti-slavery, servitude, forced and compulsory labour and human trafficking, including but not limited to the Modern Slavery Act 2015;

33.2.3 promptly report to the PURCHASER any actual or suspected slavery, servitude, forced and compulsory labour or human trafficking in its supply chain which has a connection with the Contract and any breach, or potential breach, of the PURCHASER's Anti-Slavery Policy;

33.2.4 maintain a complete set of records to trace the supply chain of all GOODS or SERVICES provided to the PURCHASER in connection with the Contract.

33.3 The SUPPLIER shall ensure that any person associated with it who is performing SERVICES or providing GOODS in

connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the SUPPLIER in this clause.

34 CONTINUITY OF SUPPLY

34.1 For the duration of this CONTRACT and extensions thereto, the SUPPLIER undertakes to maintain a capability to accept future orders from the PURCHASER to provide further quantities of the GOODS and SERVICES supplied under this CONTRACT.

34.2 In the event that the SUPPLIER decides to discontinue the manufacture or the capability to manufacture any of the GOODS and SERVICES supplied under this CONTRACT, the SUPPLIER shall give at least twelve (12) months written notice to the PURCHASER of the SUPPLIER's intention to do so. All Purchase Order(s) placed by the PURCHASER prior to the date of receipt of notice under Clause 34.2 and relating to the GOODS AND SERVICES to be discontinued shall be honoured and executed in full in accordance with their terms. Should the PURCHASER require the SUPPLIER to manufacture against additional new Purchase Orders for the GOODS and SERVICES which the SUPPLIER wishes to discontinue manufacture of, the PURCHASER shall place such Purchase Orders within 6 months of the date of receipt of the SUPPLIER'S notice under this clause, and the SUPPLIER shall complete such orders.

34.3 In the event that the Supplier gives notice under Clause 34.2 hereto or otherwise gives notice of its intention to terminate this CONTRACT the SUPPLIER will fully support the PURCHASER to secure new source of supply in the following ways. The SUPPLIER will, upon the PURCHASER's request received by the SUPPLIER within sixty (60) days of the notice of discontinuation, assist the PURCHASER to obtain a source of supply for the GOODS and SERVICES supplied under the CONTRACT from another source by furnishing such technical information as necessary on fair and reasonable terms. The SUPPLIER shall grant to any alternative SUPPLIER a royalty free licence or licences under any of the SUPPLIER's applicable patents and/or designs funded by the PURCHASER, to manufacture the said GOODS and SERVICES for the demands of the PURCHASER and deliver under the CONTRACT. The SUPPLIER shall use its best endeavours to secure from the alternative source the same conditions such as price, delivery, quality and lead times no less favourable to that covered in this CONTRACT.

35 OBSOLESCENCE

35.1 The SUPPLIER must notify the PURCHASER in writing without delay of any actual or potential obsolescence issues affecting the CONTRACT that it identifies from time to time, such notice to include complete and accurate details of: (a) the obsolescence issue identified; (b) its impact on the performance of the CONTRACT; and (c) any actions that could be taken in mitigation (including the cost of such actions).

35.2 All relevant non-recurring and extra-recurring costs, if any, resulting from obsolescence issues during the performance by the SUPPLIER of the CONTRACT shall be fully borne by the SUPPLIER.

36. CYBER SECURITY

36.1 The SUPPLIER warrants and represents that the SUPPLIER has implemented appropriate procedures in accordance with recognised international security standards with regard to protection of the SUPPLIER'S IT System. Such

standards to be as a minimum Cyber Essentials or equivalent. In the event that any PURCHASER information is compromised or is subject to a data breach then the SUPPLIER shall advise the PURCHASER within 72 hours of occurrence.

36.2 Where the SUPPLIER sub-contracts work under the ORDER the provisions of this Clause shall be flowed down to the sub-contractor.

36.3 The PURCHASER shall have the right to periodically conduct reviews of the SUPPLIER's Cyber Security practices in accordance with Clause 15.

37. JURISDICTION AND LAW

37.1 The validity, construction and interpretation of the CONTRACT and all non-contractual obligations associated therewith shall be governed by the laws of State of Victoria of Australia.

37.2 All disputes arising out of or in connection with this CONTRACT shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

37.3 The arbitration shall be conducted in English and the seat of the arbitration shall be Melbourne, Victoria, Australia.

37.4 Unless the parties expressly agree in writing to the contrary, the parties undertake to keep confidential all awards in their arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain - save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority.

37.5 This [Clause 37 / arbitration agreement] is governed by the laws of State of Victoria of Australia.

37.6 For the avoidance of doubt nothing contained herein shall prevent either Party from seeking equitable or injunctive relief from any court of competent jurisdiction.