

1. General

Every purchase order ('Order') we issue is an offer to acquire goods and/or services from you subject to these terms and conditions ('Standard Terms') and any written special conditions that we include with our Order. Where you accept our Order, there is a contract on this basis. Any terms and conditions in your quote, offer document, Order acceptance or any other document you supply are excluded, except where these Standard Terms are replaced by a formal agreement for the provision of the goods and services which is signed by both parties.

2. Delivery

You must supply the goods and/or services as, where and when specified in our Order or otherwise directed by us (at any time) in writing. You must keep us informed of any delays or other matter which may affect the delivery of the goods or performance of the services.

3. Cancellations

We may cancel an Order by written notice to you: (a) at any time prior to supply; or (b) after supply, if goods or services are not in accordance with our Order (including where wrong quantities are delivered) or if you otherwise breach this contract; and we will have no liability whatsoever to you for cancelling.

4. Variations

At any time, we may issue you instructions to make variations to the goods or services (including any additions or reductions to the scope of services) and you must comply with those instructions without delay.

Any additional payment payable to you as a result of a variation will be valued by us at the appropriate rates and prices included in the Order or, in the absence of any appropriate rates and prices, a fair valuation will be made by mutual agreement between us, or (if such agreement is not reached within a reasonable period of time) as determined by us.

You are not entitled to any additional payment if we request you to perform remedial work due to

any defect or if the relevant variation is due to any fault on your part.

5. Quality

You must: (a) ensure that you and all goods and services you supply strictly comply with all applicable laws, regulations, codes and Australian Standards, with our Supplier Code of Conduct, our Order (including any performance criteria) and all reasonable directions given by us; (b) provide all personnel, materials, resources, equipment, facilities and other things necessary to perform this contract; and (c) obtain all authorisations required to perform this contract.

Goods must be new, fit for the purpose for which they are acquired, free from damage and defects in workmanship and materials and of merchantable quality. Services must be performed in a safe and workmanlike manner and to a high standard of professional care and skill by appropriately trained and qualified personnel.

Without limiting the above paragraph, you must assign to us the benefit of any warranty or guarantee given by the manufacturer in respect of goods.

We may reject goods or services (including any replacement goods or services) which are defective or otherwise do not comply with our Order or these Standard Terms during the defects period, even if we have previously inspected and / or accepted them. Where goods or services are rejected, you must, at our option within 5 days: (a) replace, repair or re-supply the goods or services at your expense; or (b) refund to us any amount we paid for the rejected goods or services.

If you fail to remedy any defective or non-compliant goods or services in accordance with the above timeframe, we may arrange to have the defects or non-compliance remedied by alternative means and may recover the costs of doing so from you.

6. Inspection and testing

We, or any agent appointed by us, have the right to carry out reasonable inspections and testing to ensure that the goods and services comply with this contract. If requested by us, you must provide all reasonable assistance (including providing

access to any premises, including your subcontractor's premises) as may be required by us to facilitate such inspections and testing.

7. Price and payment

The price for goods and services is the price stated in our Order.

Unless the Order expressly states otherwise, it includes: (a) any applicable GST; (b) all packing, insurance and delivery charges and all taxes and duties; and (c) all other costs, expenses and liabilities incurred by you in performing this contract.

You may only invoice us after all goods and services have been delivered or completed to our satisfaction. Your invoice must: (a) be correctly addressed; (b) identify our Order number; (c) be a valid tax invoice for GST purposes; and (d) where we request it, be accompanied by documentation substantiating the amount claimed.

We will pay all correctly rendered and undisputed invoices within 45 days after the end of the month in which we receive your invoice. All payments by us are on account only and do not evidence our acceptance of the value, quantity or quality of the goods or services or compliance of this contract.

If we dispute an invoice: (a) payment is suspended until the dispute is resolved; and (b) you must give us any information or document, we request in relation to the invoice or the dispute.

As well as any of our other rights, we may deduct from your invoice any amount you owe us (including under any indemnity).

8. Title and risk

Title to and risk in goods pass to us on delivery.

You warrant that: (a) you have complete ownership of the goods free of any encumbrances; (b) we will receive clear and complete title to the goods free from any encumbrances; and (c) no claim of infringement of moral rights will be brought against us by your employees or agents.

Any intellectual property rights created from your performance of this contract vest in and are assigned to us on creation.

9. Our materials

Any tools, patterns, designs, drawings, dyes or other material used in supplying or manufacturing goods or otherwise performing this contract and that are paid for or supplied by us ('our materials') are our property.

While our materials are in your possession, you: (a) hold them solely as our bailee; (b) must store them securely and maintain them in good repair; (c) must use them only for the purpose of performing this contract; and (d) must return them to us on demand.

10. Confidentiality

You must keep our confidential information (which includes information about our clients and employees) confidential and not directly or indirectly disclose, use, record, memorise, reverse engineer or copy it for any purpose other than to perform this contract, without our prior written approval.

11. Privacy

You must comply, and must ensure that your representatives (employees, officers, (sub-)contractors and other agents) comply, with all applicable privacy laws.

12. Indemnity

You indemnify us, our officers, employees, agents and customers against all loss, damage, claim, expense or liability incurred in connection with: (a) your performance or breach of this contract; (b) any goods or services you supply; (c) a claim by a third party that the goods or services infringe their intellectual property rights; and (d) any negligent or willfully wrong act or omission by you, your employees, agents and contractors.

We are not liable to you, and you waive and release us from any claim for consequential loss arising from, relating to or, in connection with your performance or non-performance of this contract.

13. Insurance

You must effect and maintain all insurance policies required by law, taking into account the goods and services you supply including the following insurances: (a) comprehensive general liability insurance with a limit of not less than \$10,000,000

per claim, and where requested noting us as an interested party; (b) workers compensation insurance and employer's liability insurance as required by law; (c) motor vehicle third party liability insurance as required by law, and motor vehicle third party property damage with an indemnity of not less than \$1,000,000 for any one occurrence; (d) insurance covering your own property, equipment, materials owned, hired, leased or used by you for the purpose of this contract; and (v) any additional insurance required by any applicable law.

You must provide us with proof of your insurances upon request.

14. Subcontracting

You must not subcontract the whole or any part of your obligations under this contract without our prior written approval, which we may grant or withhold at our sole discretion. You will remain principally liable for the performance of this contract and the acts and omissions of any subcontractor.

15. Termination

As well as our other rights, we may terminate this contract where: (a) you fail to supply goods or services by the date required in our Order; (b) you breach this contract; or (c) you become or threaten to become insolvent or bankrupt or enter into a compromise or arrangement with creditors or any form of external administration.

In the event of termination, you will be entitled to payment as set out in this contract for the part of the goods or services provided in accordance with this contract up to the date of termination, provided that such payment will not become due to you until the costs of completing the goods and services and all other costs arising as a result of such default, breach or insolvency event have been finally ascertained and the part completed goods or services are provided to us.

Any termination under this contract will be without prejudice to any accrued rights.

16. Miscellaneous

This contract may only be varied with our written agreement.

You may not assign this contract without our prior written consent which we may grant or withhold at our sole discretion.

These Standard Terms plus our Order constitute the entire agreement between us and you in relation to its subject matter.

The parties are independent contractors. No relationship of employment, agency, partnership or joint venture is created by this contract.

Our delay or failure to exercise a right under this contract is not a waiver of that right or any other rights. Our consent to a breach of this contract is not a consent to any subsequent breach.

If a provision of these Standard Terms is unenforceable for any reason, it shall be read down to the point of severance. These Standard Terms must not be construed to our disadvantage merely because we prepared them.

This contract is governed by the law of New South Wales, Australia. You submit to the jurisdiction of the courts of New South Wales and waive any right to claim that those courts are inconvenient forums.

17. Definitions and interpretation

In these Standard Terms: (a) the singular includes the plural and vice versa; (b) a person includes a firm, body corporate, unincorporated association or authority and reference to a person includes their executors, administrators, successors, substitutes and assigns; (c) a reference to '\$' is a reference to Australian dollar; (d) 'Including' and similar expressions are not words of limitation; (e) 'consequential loss' means consequential or indirect loss including loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any); (f) 'defects period' means the period commencing on delivery and ending 12 months later; (g) 'goods' means goods set out in our Order; (h) 'services' means services set out in our Order and includes any deliverable resulting from a service; (i) 'Us', 'we' or 'our' means New England Trading Pty Limited ABN 98 002 195 262; (j) 'You' or 'your' means the supplier of goods and/or services set out in our Order.