

## CONDITIONS OF PURCHASE

### 1. Acceptance

Supplier is entitled to accept this order for the goods with seven (7) days of receipt by notifying the Company of acceptance. On acceptance, the conditions set out herein; the order and the form of acceptance will form the contract between the Supplier and Company ("Agreement"). If the supplier does not notify Company of acceptance within such time period this order shall cease to be available for acceptance.

### 2. Delivery of Goods

On or by the date specified in the order Supplier shall deliver the goods to the destination provided. If Supplier fails to do so, Company shall be entitled to terminate this Agreement in respect of all or any of the goods. If no date is specified Supplier shall deliver the goods to the destination within a reasonable time of acceptance of this order.

### 3. Packaging

- (a) Supplier shall pack the goods so as to:
- (i) protect them from loss, damage or breakage in transit.
  - (ii) comply with all carrier's requirements and all laws and regulations relating to the packaging, shipping and transport of the goods; and
  - (iii) mark the package with relevant Company order number and such other notation, as Company requires.
- (b) Company's count of the number of goods shall be final and binding.
- (c) In the event of loss, damage or breakage of all or any of the goods in transit or delivery of less than the number of goods ordered by Company, Company shall be entitled to terminate this Agreement in respect to the affected goods or all the goods or to require Supplier to forthwith supply or re-supply (as the case may be) goods in substitution for the affected goods on the same terms and conditions (including purchase price and discount but excluding delivery date) as prevailed in respect to the affected goods.

### 4. Purchase Price

The quoted price for the goods shown overleaf ("purchase price") includes the cost of packaging and marking storage transportation to the destination and all sales use excise and other costs expenses taxes payable and out-goings in respect of the goods.

### 5. Title and Risk

Title to and risk in the goods shall pass to Company upon payment of the purchase price for the goods provided Company has inspected and accepted the goods at date of payment.

### 6. Supplier's Conditions Warranties and Obligations

- (a) Supplier hereby gives to Company the Conditions and Warranties (as the case may be) in respect to the goods in the terms set out in Sections 66, 69, 70, 71, 72 and 74 of Division 2 of part V of the Commonwealth Trade Practice's Act ("TPA") and HEREBY AGREES with Company and its successors, assigns customers and users of the goods to assume and be bound by the same obligations as those contained on the part of a "manufacturer" corporation in Sections 74A to 74H (inclusive) of Division 2A Part V of the TPA (except Sections 74A (2) (a) and 74A (4) vis-à-vis each such party as though each such party were a "consumer" and Supplier a "manufacturer" for the purposes of the TPA (notwithstanding the nature, intended use or purchase price of the implied conditions or rights or remedies made by or available to Company and such parties under the TPA, the Goods Act 1958 or any other Act), Statue Regulation or at law.
- (b) Supplier shall indemnify and keep indemnified Company from and against loss, damage and expense suffered or sustained by Company as a result of or arising out of Company being deemed to be a "manufacturer" corporation pursuant to Section 74A (4) of the TPA.

### 7. Supplier to Comply with Laws and Regulations

Supplier shall comply with all relevant laws, statutes, ordinances, rules and regulations relating to the manufacture, assembly and supply of the goods to the Company.

### 8. Patent

Supplier Hereby Conventions the goods and all parts thereof do not infringe or breach any patent right, copyright, trademark or other intellectual property rights and shall indemnify and keep indemnified Company from and against all loss, damage and expense suffered or sustained by Company as a result of a breach of this clause by Supplier.

### 9. Termination

Company shall be entitled to terminate this Agreement in respect to all or any of the goods at any time by serving notice in that behalf on Supplier: -

- (a) if in the reasonable opinion of Company the goods supplied are not in accordance with Supplier's quotation, sales literature, specifications, drawings, samples, descriptions or representations or the goods are defective in quality, material or workmanship;
- (b) If supplier breaches any terms of this Agreement;
- (c) Pursuant to conditions 2, 3 or 11 hereof.

If as at date of termination the purchase price has been paid, Supplier shall forthwith repay the same to Company. If the purchase price has not been paid, Supplier will have no recourse against Company for payment of all or any part thereof and will not have or exercise any other rights, claims or demands of any nature whatsoever against Company in respect to such termination.

### 10. Force Majeure

Company and Supplier shall be excused from performance of their respective obligations when and to the extent such performance is delayed or prevented (and in the case of Company its need for the goods is reduced or suspended) as a result of circumstances or events beyond either party's reasonable control ("Force Majeure") in reasonable time of acceptance of this order Company shall be entitled to terminate the Agreement.

### 11. Indemnity

Supplier shall indemnify and keep indemnified Company from and against all loss, damage and expense suffered or sustained by Company, its employees and agents as a result or incidental to the taking delivery, ownership, possession, condition, use or operation of the goods by Company, its employees and agents and any other parties whomsoever (including purchasers, transferees, bailees, lessees and licensors of the goods) including a breach of this Agreement by or negligence of Supplier delay in delivery or defect or malfunction of sub-standard condition of the goods.

### 12. Governing Law

The laws of the State of Victoria and where applicable the laws of the Commonwealth of Australia shall govern this Agreement and Company and Supplier shall submit to the jurisdiction of the Courts of Victoria in connection with this Agreement.

### 13. Conflict of Terms

In the event of conflict between the terms and conditions hereof and the terms and conditions contained in any document furnished to Company by supplier (or any other party) the terms and conditions hereof shall prevail.

### 14. Assignment

Supplier shall not assign or otherwise dispose if its interest in this agreement or any of its rights hereunder without first obtaining the written consent of the Company.

### 15. Quality Survey

Periodic Quality Surveys of the Supplier's Quality System and Product Controls may be undertaken by Authorized Representatives of the Company, its Customer and / or National Airworthiness Authorities who will require access to the Suppliers Premises at all reasonable times.