

STANDARD TERMS & CONDITIONS OF PURCHASE

RECITALS

Upon acceptance or the commencement of performance of a purchase order (**PWR Purchase Order**) submitted by PWR Performance Products Pty Ltd A.C.N. 081 798 996 (**PWR**) the following Standard Terms and Conditions of Purchase (**Terms and Conditions**), shall, unless on any occasions expressly varied in writing, apply to all transactions entered into between PWR and the supplier specified in the PWR Purchase Order (**Supplier**). Every supplier having dealings with PWR must read these Terms and Conditions. If the Supplier neglects to read them the Supplier shall be deemed to have read them and shall be bound by these Terms and Conditions in the same manner as if they had read them. These Terms and Conditions supersede all Terms and Conditions issued earlier by/to either party and no terms or conditions sought to be imposed by the Supplier will be incorporated unless accepted in writing by PWR.

1. TERM

The term of these Terms and Conditions is as specified in the PWR Purchase Order.

2. PERFORMANCE

The Supplier agrees to provide parts, goods, equipment and materials (**Goods**) to PWR and/or carry out works and services stated in a PWR Purchase Order (**Services**) in accordance with these Terms and Conditions.

The Supplier agrees to adhere to 90% on time delivery (**OTD**) of supplying parts, goods, equipment and materials. This will be measured on a monthly basis. If three consecutive months of OTD are below 90%, a non-conformance may be issued to the Supplier related to OTD and the Supplier agrees to implement corrective actions to return the OTD to 90% or above.

The Supplier agrees to adhere to a 98% quality expectation. Incoming inspection will be completed after materials arrive onsite at PWR. A score is assigned based on the inspection. If three consecutive months of quality are below 98%, a non-conformance will be issued to the Supplier related to quality and the Supplier agrees to implement corrective actions to return the Quality to 98% or above.

3. PRICE AND PAYMENT

The price payable for Goods and/or Services is specified in the PWR Purchase Order. The Supplier may invoice

PWR for the Goods and/or Services in accordance with these Terms and Conditions on or after delivery (but not before) of the Goods and/or Services, by issuing an invoice to the PWR officer specified in the PWR Purchase Order. Unless otherwise specified in these Terms and Conditions, all prices shall be F.O.B., the relevant delivery location will be specified in the relevant PWR Purchase Order, and all taxes in respect of Goods and/or Services shall be separately itemised on the Supplier's invoice. PWR will make payments for the Goods and/or Services at the price specified in the PWR Purchase Order, and within forty-five (45) days of receipt of a valid invoice issued to the person specified in the PWR Purchase Order. PWR may set off, from any monies due and payable to the Supplier, any sum payable by the Supplier to PWR.

4. AERONAUTICAL PRODUCT

All Goods for use on an aircraft provided by the Supplier must be accompanied by any documentation required by any applicable aviation authority. If alternate Goods are supplied to those specified in these Terms and Conditions, the documentation provided by the Supplier must be endorsed to the effect that such Goods supersede or are completely interchangeable with the Goods ordered, and such documentation must be acceptable to PWR, acting reasonably.

All chemical, fluid, or similar goods supplied by the Supplier must have the manufacturer's original label(s) attached to the container/s. Where product containers are over-labelled by a distributor, a statement of the content of the original label/s and the reason for the overlay must be provided by the Supplier. A statement of conformance to the original manufacturer's label specifications must be also supplied for items decanted from bulk containers.

5. PACKING

The Supplier must, at its own cost and risk, deliver the Goods on or before the date for delivery set out in the relevant PWR Purchase Order. All Goods and/or Services provided or performed under these Terms and Conditions shall be suitably packed and marked to secure the lowest reasonably available transportation costs and in accordance with the requirements of common carriers. The use of styrofoam peanuts as packaging dunnage is prohibited. No additional charge will be allowed for packaging, boxing, crating or storage. If PWR discovers damage to any Goods and/or Services

which it considers, in its reasonable opinion, was not packed to ensure proper protection of such Goods and/or Services, PWR may at its discretion accept or reject the Goods and/or Services. If such Goods and/or Services are accepted by PWR, notwithstanding damage caused to those Goods and/or Services, all subsequent rectification costs will be paid by the Supplier. The Supplier must provide sufficient documents to enable PWR to identify the Goods being delivered including the quantity, PWR Purchase Order number, description any other information required by applicable law. PWR's count will be accepted as first and conclusive on all shipments not accompanied by packing lists. Title in the Goods passes to PWR upon payment of the relevant invoice by PWR.

6. PROVISION OF GOODS AND PERFORMANCE OF SERVICES

All Goods provided and Services performed and materials used in connection therewith shall be at the risk and expense of the Supplier and shall be replaced by the Supplier in the event of any damage or destruction thereof prior to delivery to and acceptance by PWR.

The Supplier is to notify PWR of any nonconforming Goods and must obtain PWR approval for any nonconforming product disposition. The Supplier must also notify PWR of any changes in product and/or process, changes of suppliers, changes of manufacturing facility location and, where required, obtain PWR approval prior to supply of any affected parts and/or services.

If these Terms and Conditions or a PWR Purchase Order require Services to be performed by the Supplier upon any premises owned or controlled by PWR and/or PWR's customers, the Supplier will comply with all health and safety, privacy, security and other applicable requirements at the premises.

Whenever any property belonging to PWR or its customer is in the possession of the Supplier or the Supplier's suppliers, the Supplier shall be deemed the insurer thereof and shall be responsible for its safe return to PWR.

For the avoidance of doubt, title to PWR supplied equipment will at all times remain in PWR and the Supplier shall ensure that the equipment carries PWR identification tags at all times. All goods and service providers shall ensure that their employees are aware of the following:

- a) their contribution to product or service conformity;

- b) their contribution to product safety; and
- c) the importance of ethical behaviour.

7. CHANGES AND VARIATIONS

PWR may request a change to the Goods or Services required under these Terms and Conditions, by giving a written request to the Supplier (**Change Order**) in which case the Supplier must as soon as reasonably practicable, but in any event no later than seven (7) days after receipt of the Change Order, provide PWR with a notice setting out

- a) whether or not it is able to comply with the Change Order,
- b) any change to the price (specified in the PWR Purchase Order), and
- c) any changes to the time for delivery of the Goods and or performance of the Services (**Change Notice**).

Within seven (7) days after receipt of a Change Notice PWR shall either approve the Change Notice by signing and returning it to the Supplier or notify the Supplier that it does not wish the Supplier to implement the Change Notice. If PWR approves the Change Notice, upon receipt of the signed Change Notice by the Supplier, the PWR Purchase Order will be deemed to be amended in accordance with the Change Notice.

8. COUNTERFEIT WORK

- a) The Supplier shall not deliver any Counterfeit Part to PWR under a PWR Purchase Order. "Counterfeit Part" means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.
- b) The Supplier shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards such as AS6174 and with any other specific requirements identified in the PWR Purchase Order.

- c) The Supplier shall immediately notify PWR with the pertinent facts if the Supplier becomes aware that it has delivered a Counterfeit Part to PWR. When requested by PWR, the Supplier shall provide Original Component Manufacturer (**OCM**) or Original Equipment Manufacturer (**OEM**) documentation that authenticates traceability of the affected parts to the applicable OCM/OEM. The Supplier, at its expense, shall provide reasonable cooperation to PWR in conducting any investigation regarding the delivery of a Counterfeit Part under any PWR Purchase Order.
- d) This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flow down, or other provision included in this Order addressing the authenticity of Goods or parts delivered by the Supplier to PWR.
- e) In the event that a Counterfeit Part has been delivered under a PWR Purchase Order, PWR has the option to cancel the relevant PWR Purchase Order. In the event that the relevant PWR Purchase Order is not cancelled, the Supplier shall, at its expense, promptly replace such Counterfeit Part with genuine parts conforming to the requirements of the relevant PWR Purchase Order. Notwithstanding any other provision in a PWR Purchase Order or these Terms and Conditions, the Supplier shall be liable for all costs relating to the removal and replacement of Counterfeit Parts, including without limitation PWR's costs of removing Counterfeit Parts, of installing replacement parts and of any testing necessitated by the reinstallation of parts after a Counterfeit Part has been exchanged. The remedies contained in this paragraph are in addition to any remedies PWR may have at law, equity or under other provisions of the relevant PWR Purchaser Order or these Terms and Conditions.
- f) The Supplier shall include paragraphs (a) through (e) and this paragraph (f) of this clause or equivalent provisions in lower tier suppliers or subcontractors for the delivery of parts or components that will be included in or furnished as Goods to PWR.

9. RETENTION OF RECORDS

Unless a longer period is specified in the relevant PWR Purchase Order or by law or regulation, the Supplier shall retain all records related to a PWR Purchase Order for ten (10) years from the date of final payment received by the Supplier. Records related to a PWR

Purchase Order include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, the Supplier shall timely provide access to such records to PWR and to PWR's customers, including the Australian Government upon request.

10. APPLICABLE LAWS

Each PWR Purchase Order and these Terms and Conditions shall be governed by and construed according to the State of Queensland, Australia.

The Supplier, in the performance of a PWR Purchase Order, shall comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances. The Supplier shall procure all licenses/permits, pay all fees, and other required charges and shall comply with all applicable guidelines and directives of any local, state and/or federal governmental authority. The Supplier, at its expense, shall provide reasonable cooperation to PWR in conducting any investigation regarding the nature and scope of any failure by the Supplier or its personnel to comply with applicable local, state, and federal laws, orders, rules, regulations, import and export laws, restrictions, national security controls, anti-slavery and human trafficking legislation and anti-corruption legislation.

11. ANTI SLAVERY

For the purposes of this clause 11, Anti-Slavery Laws means any applicable law which has as its objective the prohibition of exploitation of workers, human trafficking, slavery, slavery-like behaviour, servitude, forced labour, child labour, debt bondage or deceptive recruiting for labour or services (or similar types of conduct) and is applicable or otherwise in force in the jurisdiction in which PWR or the Supplier are registered or conduct business or in which activities relevant to these Terms and Conditions are to be performed.

The Supplier must ensure when performing its obligations under the Contract that it and its personnel and contractors comply with all applicable Anti-Slavery Laws and relevant PWR policies, procedures or statements relating to anti-slavery. The Supplier must provide, at its cost, all reasonable assistance (including the provision of information and access to documents, personnel, and contractors) that PWR may require to enable PWR to comply with its obligations under the Anti-Slavery Laws. The Supplier must immediately notify and provide full particulars to PWR upon becoming aware the Supplier has or may have breached this clause 11 or that it or any of its personnel or subcontractors

have been found guilty by a court of or have admitted guilt or accepted liability in relation to, a contravention of any Anti-Slavery Laws. The Supplier acknowledges that if it gives a notice to PWR under this clause 11 or PWR has reasonable grounds to suspect a breach of this clause 11 (**Anti-Slavery Breach**), PWR may in its absolute discretion do one or more of the following:

- a) Request the Supplier provide all information that PWR reasonably requires in relation to the alleged Anti-Slavery Breach;
- b) Request the Supplier assist PWR with any investigation PWR wishes to conduct into the alleged Anti-Slavery Breach;
- c) Direct the Supplier to prepare, document and implement a corrective action plan to address any failure by the Supplier to comply with this clause 11, or to mitigate the risk, damage or potential damage arising from the Anti-Slavery Breach, including the termination of any relationship between the Supplier and any person involved in the contravention of the Anti-Slavery Laws;
- d) Propose revised terms under which PWR is prepared to continue the performance of the PWR Purchase Order and these Terms and Conditions and, if those terms are not agreed by the parties within the time specified in PWR's proposal, immediately cancel the PWR Purchase Order and terminate these Terms and Conditions by notice in writing to the Supplier; or
- e) Cancel the PWR Purchase Order and terminate these Terms and Conditions,

and the Supplier must comply with the reasonable requests of PWR in relation to PWR's rights under this clause.

The Supplier must establish, maintain and implement policies and procedures (including training and ensuring it maintains accurate and complete records of attendance at training) to ensure that the Supplier and the Supplier's personnel and subcontractors comply with the obligations in this clause 11.

The Supplier must ensure that its agreements with its subcontractors include obligations on the relevant subcontractors that are equivalent to the obligations in this clause 11 and permit termination of such relationships where the Supplier has reasonable grounds to believe there has been, or is likely to be a breach of any applicable Anti-Slavery Laws by the subcontractors.

12. WAIVERS, APPROVALS, AND REMEDIES

Failure by either party to enforce any of the provisions of a PWR Purchase Order, these Terms and Conditions or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a party thereafter to enforce such provision or law.

PWR's approval of documents shall not relieve the Supplier of its obligation to comply with the requirements of a PWR Purchase Order.

The rights and remedies of either party are cumulative and in addition to any other rights and remedies provided by law or in equity.

13. WARRANTY

The Supplier warrants that:

- a) the Goods are new, free from deficiencies in design, manufacture and workmanship, comply with the relevant specifications or descriptions in the PWR Purchase Order and are fit for the purposes for which goods of a similar nature to the Goods are commonly supplied and for any other purposes notified by PWR to the Supplier;
- b) the Services comply with the relevant specifications or descriptions in the PWR Purchase Order, will be performed safely, skilfully, diligently and on time according to the agreed timetable and by fully qualified, competent and suitable people;
- c) all Supplier documents, drawings and reports will be accurate, comprehensive and complete; and
- d) all information in brochures, quotes or tenders is accurate.

14. INTELLECTUAL PROPERTY

- a) The Supplier warrants that it has all Intellectual Property (**IP**) rights and moral rights necessary to provide the Goods and Services to PWR and licenses those rights to PWR to allow PWR to have the full benefit of the Goods and Services. Any IP developed under each PWR Purchase Order or these Terms and Conditions shall vest in PWR on its creation.
- b) The Supplier also warrants that the provision of the Goods and Services in accordance with a PWR Purchase Order or these Terms and Conditions and the use by PWR of the Goods and Services will not infringe any third party's IP or moral rights. The Supplier indemnifies PWR against any claims made

by third parties in respect of the use of IP supplied under a PWR Purchase Order or these Terms and Conditions.

15. DEFECTS

Notwithstanding acceptance of the Goods or Services by PWR in accordance with clause 5, the Supplier must remedy at its cost any defects in the Goods or Services notified by PWR to the Supplier at any time within the period of ninety (90) days or the Supplier's or manufacturer's standard warranty period (whichever is the longer) following acceptance of the Goods or Services by PWR. The Supplier will be responsible for any costs of removing Goods and, if applicable, delivering repaired or replacement Goods or Services to PWR together with any associated or incidental costs. If the Supplier does not remedy the defect, PWR may remedy the defect and the costs incurred by PWR in remedying the defect will be a debt due from the Supplier to PWR.

16. INSURANCE

The Supplier must, unless otherwise notified by PWR in writing, procure and maintain appropriate insurance policies including:

- a) public liability insurance cover for not less than \$20 million per occurrence; and
- b) if a PWR Purchase Order relates to the provision of professional services (which may include provision of professional advice), professional indemnity insurance for an amount of \$5,000,000; and
- c) any other insurance reasonably required by PWR.

17. INDEMNITY

The Supplier indemnifies PWR, its officers, employees, agents and related bodies corporate against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a full indemnity basis), compensation or expense arising out of or in any way in connection with:

- a) a default or any unlawful, wilful or negligent act or omission on the part of the Supplier, its officers, employees, agents or subcontractors; or
- b) any action, claim, dispute, suit or proceeding brought by any third party in respect of any infringement or alleged infringement of that third party's IP rights or moral rights in connection with the Goods or Services.

This indemnity is a continuing obligation separate from the Supplier's other obligations and survives termination or expiry of a PWR Purchase Order or these Terms and Conditions.

18. CONFIDENTIAL INFORMATION

The parties must not disclose Confidential Information to any third party or use or reproduce it other than for the performance of a PWR Purchase Order or these Terms and Conditions. The parties must safeguard the Confidential Information. In this clause Confidential Information means information belonging to one party which is disclosed to the other party in relation to a PWR Purchase Order and which was not already known by the other party or already in the public domain.

19. TERMINATION

PWR may immediately cancel or terminate any PWR Purchase Order or these Terms and Conditions by written notice to the Supplier if:

- a) the Supplier is unable to pay its debts when they are due or the Supplier is involved in insolvency proceedings or processes;
- b) the Supplier ceases to carry on business;
- c) there is a change in control in relation to the Supplier; or
- d) the Supplier or its workers, in the reasonable opinion of PWR, endanger health and safety; or
- e) the Supplier breaches any of these Terms and Conditions or fails to comply with a PWR Purchase Order and does not remedy the breach or failure within fourteen (14) days of receiving written notice from PWR to do so.

PWR may terminate or cancel a PWR Purchase Order or these Terms and Conditions for any reason on no less than fourteen (14) days written notice to the Supplier. If so, the Supplier must cease providing the Goods and/or Services and minimise any arising loss. PWR will pay the price payable for work completed up to the date of termination, but will not be liable for any other loss or damage.

Termination of a PWR Purchase Order or these Terms and Conditions does not affect accrued rights or remedies.

20. VACCINATION REQUIREMENTS

- a) For the purposes of this clause 21:
- i. **COVID-19 Vaccine** means a vaccine to protect a person against SARS-CoV-2 that:
 - A. has been registered, provisionally registered or recognised by the Therapeutic Goods Administration; or
 - B. has been approved by a comparable overseas regulator, as determined by the Therapeutic Goods Administration;
 - ii. A person is **Partially Vaccinated** if the person has **received** one dose of a Two Dose COVID-19 Vaccine;
 - iii. **Two Dose COVID-19 Vaccine** means any of the following COVID-19 Vaccines:
 - A. Vaxzevria (AstraZeneca);
 - B. Comirnaty (Pfizer);
 - C. Spikevax (Moderna); or
 - D. A COVID-19 Vaccine approved by the Therapeutic Goods Administration.
 - iv. A person is **Unvaccinated** if the person has not received a dose of a COVID-19 Vaccine.
- b) The Supplier must not permit any of its personnel or contractors that are Unvaccinated or Partially Vaccinated to attend at any PWR premises owned or controlled by PWR located in Australia. If the Supplier is in breach of this clause 21, PWR may immediately terminate the relevant PWR Purchase Order by written notice to the Supplier.

- d) A PWR Purchase Order and these Terms and Conditions form the entire agreement between PWR and the Supplier in relation to its subject matter.

21. GENERAL

- a) The parties acknowledge and agree that neither a PWR Purchase Order or these Terms and Conditions create a joint venture, trust, employment, agency or partnership relationship. The Supplier does not have authority to contract with third parties on behalf of PWR.
- b) The Supplier must not subcontract, assign or novate any rights or obligations under a PWR Purchase Order or these Terms and Conditions without the prior written consent of PWR.
- c) The Supplier must not register any security interest in relation to a PWR Purchase Order against PWR.