

## 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 take all reasonable actions necessary and appropriate to ensure that Goods and/or Services are received by PWR as required under the PWR Purchase Order. The Supplier will inform PWR promptly of any occurrence, which may result in any delay of delivery at any time or which will or may result in the Supplier's inability to supply the quantities specified in the PWR Purchase Order. The Supplier must, in the same notification, also advise PWR in writing of corrective measures which the Supplier is taking to minimize the effects of such occurrence.

In the event that the Supplier fails, for any reason whatsoever, to effect delivery consistent with the delivery dates specified in the PWR Purchase Order, PWR will be entitled to recover from the Supplier delay penalties, all actual and incidental losses and damages including, but not limited to, losses and damages

relating to and arising out of incremental cost of labour, transportation, production changes and storage.

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. QUALITY**  
The Supplier must implement or have implemented a quality management system. PWR reserves the right to review and approve the quality management system at any time.

The Supplier must establish and maintain any and all documentation that provides objective quality evidence as to the quality of their Goods and/or Services including but not limited to documentation accompanying the Goods and/or Services, raw material process certification, material certification, shelf-life certificate, special process certification, test reports, certificate of conformity, inspection and test documentation, statistical documentation, process control documentation, results of production process verification and any other quality assurance document as reasonably requested by PWR (**Quality Records**) to demonstrate the Supplier's effective operation of its quality management system.

The Supplier must maintain all Quality Records for a minimum of ten (10) years and must make Quality Records available to PWR, its customers and/or regulatory authorities upon request.

The Supplier must provide its procedure(s) for controlling relevant Quality Records to PWR for review on written request by PWR.

The Supplier must notify PWR of nonconforming Goods or Services immediately upon becoming aware of the nonconformity and must not rectify such nonconformity without PWR's written approval. The Supplier must also notify PWR of relevant organisational changes or changes in key personnel.

The Supplier must notify PWR of any lack of clarity in a drawing or specification immediately upon becoming aware of it.

The Supplier must maintain evidence of PWR's approval of nonconforming Goods or Services. The Supplier must take action to determine the root cause(s) and eliminate such root cause(s) of nonconformities in order to prevent recurrence. Upon written request by PWR, the Supplier must provide evidence that corrective actions have been successfully implemented.

If non-conforming Goods or Services have been released to PWR then the Supplier must notify PWR within twenty-four (24) hours of becoming aware of such release and PWR will be entitled without prejudice to any other remedy to reject such Goods or Services.

The Supplier must notify PWR of any changes in the manufacturing/service processes (including material changes) and, unless approved by PWR in writing, PWR will be entitled without prejudice to any other remedy to reject such Goods or Services which have been subject to said changes.

#### **4. 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.

#### **5. 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.

#### **6. 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. No reservation of title to the Goods shall have any affect against PWR. The Supplier shall ensure that no reservation of title claim can be asserted by its subcontractors in respect of any part of the Goods so as to enable the full transfer of ownership of the Goods to PWR.

#### **7. PROVISION OF GOODS AND PERFORMANCE OF SERVICES**

- a) In relation to Goods, the Supplier warrants, represents and undertakes that:
  - i. the Goods conform with all descriptions and specifications as finally approved by PWR;

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| <ul style="list-style-type: none"> <li>ii. the Goods are of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by PWR, expressly or by implication, and in this respect PWR relies on the Supplier's skill and judgement;</li> <li>iii. the Goods where applicable are free from defects in design, materials and workmanship;</li> <li>iv. the Goods comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage handling and delivery of the Goods;</li> <li>v. the Goods will be supplied in an efficient and professional manner, fit for their intended purpose and in conformity with the agreed specifications and/or patterns as detailed in the PWR Purchase Order or as defined by PWR in writing for a longer of: (i) the period provided by applicable law, or (ii) the warranty period provided by PWR to its customer(s) provided it was communicated to Supplier prior to the PWR Purchase Order. However, in the event that PWR or its customers voluntarily (<b>Voluntary Offer</b>) or pursuant to a government mandate, makes an offer to owners of vehicles (or other finished products) on which the Goods, or any parts, components or systems incorporating the Goods, are installed to provide remedial action to address a defect or condition that relates to vehicle safety or the failure of the vehicle to comply with any applicable law, safety standard or guideline, whether in connection with a recall campaign or other customer satisfaction or corrective service action, the warranty shall continue for such time period as may be dictated by PWR's customers, and agreed by Supplier in the case of a Voluntary Offer, or the local or foreign government where the Goods are used or provided and Supplier shall fully comply with the requirements defined herewith;</li> </ul> <p>b) Without prejudice to any other right or remedy which PWR may have, if any Goods are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the PWR Purchase Order, PWR will be entitled to avail itself</p> | <p>of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by PWR:</p> <ul style="list-style-type: none"> <li>i. to cancel the PWR Purchase Order;</li> <li>ii. to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned will be paid forthwith by the Supplier;</li> <li>iii. at PWR's option to give the Supplier the opportunity at the Supplier's expense to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the PWR Purchase Order are fulfilled;</li> <li>iv. to refuse to accept any further deliveries of the Goods but without any liability to the Supplier;</li> <li>v. to carry out at the Supplier's expense any work necessary to make the Goods comply with the PWR Purchase Order; and</li> <li>vi. to claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the PWR Purchaser Order (for the avoidance of doubt damages excludes loss of PWR profits).</li> </ul> <p>c) In relation to Services, the Supplier warrants, represents and undertakes that:</p> <ul style="list-style-type: none"> <li>i. the Services conform with all descriptions and specifications provided by each of the parties;</li> <li>ii. in respect of PWR's computer or communication systems it does not cause any material fault or malfunction or introduce any computer viruses or other malicious code; and</li> <li>iii. it has the expertise, ability and resource to provide the Services and perform the Services in an efficient and professional manner.</li> </ul> <p>d) Without prejudice to any other right or remedy which PWR may have, if the Services are not performed in accordance with, or the Supplier fails to comply with, any of the terms of the PWR Purchase Order, PWR shall be entitled to avail</p> |
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itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by PWR:

- i. to cancel the PWR Purchase Order;
  - ii. to reject the Services (in whole or in part) on the basis that full refund for the Services so rejected shall be paid forthwith by the Supplier;
  - iii. at PWR's option to give the Supplier the opportunity at the Supplier's expense to remedy and perform the Services in accordance with the PWR Purchase Order and carry out any other necessary work to ensure that the terms of the PWR Purchase Order are fulfilled;
  - iv. to refuse to accept any further Services without any liability to the Supplier;
  - v. to carry out at the Supplier's expense any work necessary to make the Services comply with the PWR Purchase Order; and
  - vi. to claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the PWR Purchase Order (for the avoidance of doubt damages excludes loss of PWR profits).
- e) 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.
- f) The Supplier is to notify PWR of any nonconforming Goods and must obtain PWR approval for any nonconforming product disposition.
- g) The Supplier must also notify and obtain the approval of PWR of any changes in product and/or processes, changes in services, changes of suppliers, changes of manufacturing facility location prior to supply of any parts and/or services affected by said changes.
- h) 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.

- i) 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.
- j) 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:
  - i. their contribution to product or service conformity;
  - ii. their contribution to product safety; and
  - iii. the importance of ethical behaviour.

## 8. 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.

## 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.

#### 10. 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.

#### 11. 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.

#### 12. ANTI SLAVERY



For the purposes of this clause 12, 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 12 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 12 or PWR has reasonable grounds to suspect a breach of this clause 12 (**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 12, 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 12.

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 12 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.

### 13. 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.

### 14. 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) the Goods and Services will be in compliance with all applicable laws;
- d) the Goods and Services are free from any encumbrances, rights, and privileges and claims of any third party;
- e) all Supplier documents, drawings and reports will be accurate, comprehensive and complete; and
- f) all information in brochures, quotes or tenders is accurate.

#### 15. 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.
- c) The Supplier must do or procure to be done all such further acts and execute all contracts and other documents as PWR may require from time to time in order to give PWR the full benefit of any PWR Purchase Order and these Terms and Conditions, including its obligations under this clause 15.

#### 16. DEFECTS

Notwithstanding acceptance of the Goods or Services by PWR in accordance with clause 6, 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.

#### 17. 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;
- 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.

Such insurances must be maintained throughout the term of these Terms and Conditions and for a period of five (5) years following termination of these Terms and Conditions for any reason.

The Supplier must within ten (10) business days of any request by PWR provide PWR with all such documentation as is necessary to prove that the Supplier's continuing compliance with its obligations to insure under this clause 17 including a copy of the insurance policy or insurance certificate. If the Supplier cannot provide evidence of such insurance to PWR on request, PWR may arrange such insurance and recover the cost from the Supplier.

The Supplier must promptly give PWR written notice in the event of cancellation or any material change in any of the insurance policies referred to in this clause 17.

Nothing contained in this clause 17 or the terms of any insurance policy or the level of any cover will relieve, limit or exclude the Supplier's liability under these Terms and Conditions.

#### 18. 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.

#### 19. 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.

If the Supplier suspects or has reasonable grounds to believe that any unauthorised access to or disclosure or modification of, any misuse or loss of, any interference with, any event that causes denial of access to, or any accidental or unlawful destruction of, any Confidential Information of PWR (**Data Breach**) has occurred with, the Supplier must:

- a) notify PWR without undue delay of the Data Breach;
- b) conduct an assessment of the Data Breach and if requested by PWR, allow PWR to participate in that assessment;
- c) take all reasonable steps to:
  - i. contain and remedy the Data Breach;
  - ii. mitigate against the adverse effect and harm arising from the Data Breach; and
  - iii. prevent a similar Data Breach in the future; and
- d) provide PWR with all information it reasonably requests about the assessment of the Data Breach

or the Confidential Information of PWR affected by the Data Breach.

#### 20. 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.

#### 21. 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.

## 22. 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.
- 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.

## 23. AUDIT AND INSPECTION

PWR or its nominee may, at reasonable times and on giving reasonable notice to the Supplier:

- a) access the premises of the Supplier;

- b) require the provision by the Supplier and its personnel, of records and information in a data format and storage medium accessible by PWR;
- c) inspect and copy documentation, books and records, however stored, in the custody or under the control of the Supplier or its personnel; and
- d) require assistance,

for any purpose in connection with the performance by the Supplier of a PWR Purchase Order or these Terms and Conditions. The Supplier must secure the same rights of access with its subcontractors.

Unless the Supplier is the original manufacturer of any and all materials, parts, components or alike of the Goods or Services, the Supplier must retain all information required to identify the origin of such material, part, component or alike. The original manufacturer's certificate of compliance must be retained by the Supplier for a minimum of ten (10) years and be made available by the Supplier upon PWR's reasonable written request.

## 24. USE OF EXTERNAL PROVIDERS

In the event that PWR consents to the Supplier subcontracting its obligations in accordance with clause 22(b), The Supplier must:

- a) provide PWR with a copy of any proposed form of subcontract, together with any other information that PWR may require;
- b) ensure that any authorised subcontractor provides its services in accordance with applicable laws and good industry practice;
- c) ensure that the terms of any subcontract will not conflict with the terms of these Terms and Conditions or a PWR Purchase Order or place the Supplier in breach of these Terms and Conditions or a PWR Purchase Order;
- d) ensure that any subcontractors or other person associated with it as to perform works, Services or delivery of Goods in connection with the Supplier's performance of its contractual obligations to PWR, does so only on the basis of a written supply contract that imposes or secures the same level of commitments as those contained in these Terms and Conditions or a PWR Purchase Order;

- e) use all reasonable endeavours to ensure that the terms of any subcontract that it enters into contain the following:
  - i. the right for PWR to receive and retain a copy of the final signed subcontract without breaching any obligation of confidentiality;
  - ii. the right for PWR to enforce the terms of that subcontract as if it were the Supplier;
  - iii. a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and obligations under the subcontract to PWR without restriction (including any need to obtain any consent or approval) or payment by PWR;
  - iv. a provision which restricts and prevents the subcontractor from assigning, novating, transferring, sub-supply contracting or otherwise parting or dealing with its rights and obligations under the subcontract with the Supplier; and
  - v. the right for PWR or its nominee to conduct audits and inspections of the subcontractor under terms that are no less restrictive than the audit provisions that are contained in clause 23 (Audit and Inspection).

## 25. SPECIAL CONDITIONS

Any special conditions set out in Schedule 1 to these Terms and Conditions (if supplied by PWR) will be incorporated into these Terms and Conditions and in the event of any inconsistency with these Terms and Conditions such special conditions will prevail.