

Terms & Conditions of Procurement of Goods & Services

Commercial in Confidence

Document Number: R-PUR-012

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These terms and conditions (Terms) form part of a legally binding contract between Extel and the Supplier regarding the purchase of the Goods and/or Services from the Supplier by Extel. These Terms and the Contract are deemed to be accepted by the Supplier when the Supplier returns any written acknowledgment of the Contract or Purchase Order or begins performing the Contract, whichever is earlier.

1. PURCHASE.

Subject to the terms of the Contract, the Supplier agrees to sell the Goods and Services to Extel.

2. PRICE.

The price for the Products is as stated in the Contract and includes all Taxes unless expressly stated otherwise in the Contract.

3. PACKING AND SHIPMENT.

The Supplier must (at no additional cost unless specified in the Contract) mark, pack, package, crate, transport, ship and store all Goods in accordance with prudent industry practice, and to ensure compliance with any special instructions of Extel. Goods must be suitably packed to:

- a) preserve their integrity;
- b) secure the lowest transportation costs; and
- c) conform to the requirements of common carriers and any applicable specification. The Supplier must ship the Goods in accordance with Extel's routing or other instructions on the face of the Purchase Order.

The Supplier must place the Purchase Order number on the outside of each shipment hereunder and on all documents relating to such shipment. The Supplier shall be liable for any increase in transportation charges resulting from the Supplier's failure to utilise the specified method of shipment or carrier.

4. PAYMENT.

Subject to the terms of the Contract, Extel will pay invoices by 90 days after the end of the calendar month in which the latest of the following occurs:

- a) Extel receives a correct and valid corresponding tax invoice that contains the Purchase Order number, item number, description, quantity, unit price, and extended totals at a minimum; or
- b) the Goods described in such invoice are delivered to Extel in accordance with the Contract.

Payment will be deemed made by Extel (for the purpose of earning any discount offered by the Supplier or otherwise) on the date Extel instructs its bank to transfer funds. Payment of the invoice will not constitute acceptance of the Goods and may be adjusted reasonably by Extel for failure of the Supplier to meet any requirements of the Contract. Extel will not be liable for any Tax payable by the Supplier. Any taxes payable by Extel will be limited to those separately stated on the face of the Purchase Order and will be separately invoiced by the Supplier. Extel may set-off any amount which is or may become payable by the Supplier to Extel under the Contract, or otherwise, against any amounts payable by Extel to the Supplier.

5. INSPECTION.

Extel reserves the right to inspect all Goods prior to shipment by the Supplier. The Supplier must permit employees or representatives of Extel and/or Extel's customer to have access to the Supplier's facilities at all reasonable hours. At the time of inspection, the Supplier must make available to such representatives' copies of all drawings, specifications, and other technical data applicable to the Goods ordered. Extel's right of inspection will also apply to any Supplier or vendor of the Supplier. The Supplier must inform such the Suppliers and vendors of Extel's right to inspect and use all reasonable efforts to secure such right of inspection for Extel at such Supplier or vendor facilities. Despite the foregoing, all Goods will be subject to final inspection and approval by Extel after delivery at destination. Extel may perform inspection(s) on a statistical sampling basis in line with AS1199:2003, General Inspection Level II, AQL 0.65. If the number of defects in the selected sample exceeds the allowable defects, the entire lot of Goods will be rejected. The rejected lot of Goods may be 100% inspected, at Extel's option and the Supplier's expense. Rejected Goods may be returned at Extel's option for repair, refund, credit or replacement at the Supplier's expense. Extel's inspection or lack of inspection shall not affect any express or implied warranties, nor shall Extel waive any rights to reject and return Goods which contain latent defects discovered in the testing of Extel's products containing such Goods.

6. DELIVERY AND RISK OF LOSS.

Unless otherwise agreed in the Purchase Order, the Supplier must ship all Goods to Extel “DDP Buyer’s Door Incoterms® 2010” to meet delivery dates of the Purchase Order. Time is of the essence. The Supplier shall be responsible for all damages of any kind incurred or suffered by Extel which were caused by a delay of the Supplier in meeting delivery schedules. The Supplier must also pay all additional logistics costs resulting from the Supplier’s failure or inability to meet delivery schedules, including costs incurred in getting Goods to Extel. The Supplier must notify Extel immediately in the event it appears that the Supplier may not meet the delivery schedule and must set out in the notice the reasons for the delay (actual or potential), the steps being taken to remedy the delay, and the schedule that the Supplier reasonably believes it will be able to meet. Any such notice will not relieve the Supplier of any responsibilities in the Contract, including meeting delivery schedules. Unauthorised advance shipments and shipments other than for the quantity ordered are returnable at the Supplier’s expense. Delivery will not be deemed complete until the Goods have been actually received by Extel at its facility. The risk of loss and damage in transit shall remain with the Supplier and will not pass to Extel until received at Extel’s facility and in a condition in compliance with the terms of the Contract. The Supplier must pay the cost of all returned shipments. Unless otherwise agreed in writing, the Supplier must not make any material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Extel’s delivery schedule, except at the Supplier’s own risk.

7. CHANGES.

Extel may at any time, by notice to the Supplier, make changes in the drawings, specifications, material, processes, quantities, delivery schedules, method of shipment or packaging. If any such changes increase or reduce the cost of, or the time required for performance of, the Purchase Order, then an equitable adjustment will be made in the contract price or delivery schedule. Any Supplier requests or claims for an increase in the contract price or an extension in delivery schedule must be notified in writing within 10 working days from the date of such notice. Failure to agree upon an equitable adjustment will not relieve the Supplier from proceeding without delay in performance under the Contract, as changed.

8. SUPPLIER ASSURANCE.

The Supplier must meet all international quality standards and requirements and expectations at all times. The Supplier must perform continuous improvement, to establish and implement documented and effective production, quality, and management systems compliant with the expectations and guidelines of the relevant ISO and quality requirements as per Extel’s specifications.

9. WARRANTY.

The Supplier expressly warrants:

(a) that all Goods will:

- 1) conform to the specifications, drawings, or other descriptions set out or referred to in the Contract;
- 2) be free from defects in workmanship, material, and design;
- 3) perform as specified;
- 4) be new and not contain used or reconditioned parts, unless otherwise specified in the Purchase Order;
- 5) be merchantable; and
- 6) be fit for their intended purpose; and

(b) that all Services will:

- 1) be performed to a professional standard, in a professional manner and to Extel’s reasonable satisfaction; and
- 2) be performed in a manner that does not breach any law. The Supplier warrants that the Goods are sold to Extel free and clear of any liens, claims or encumbrances and that the Supplier’s manufacturing processes, the Goods, Extel’s purchase, sale or use of the Goods and the Supplier’s performance of the Services will not infringe any patent, copyright, trademark, trade secret, maskwork or other intellectual property right. Without limiting Extel’s rights under clause 11 (Indemnity) below, these warranties will:

- I. continue for the longer of either the warranty period applicable to Extel’s sales to its customers of the Goods or of products which incorporate the Goods or any result of the Services, or 2 years after the Goods or Services are accepted by Extel, or such greater period as may be specified elsewhere in the Contract;
- II. extend to Extel, Extel’s customers, and the users of Extel’s Goods;
- III. be in addition to and not in lieu of any other warranties specified herein or implied by or existing pursuant to Law; and

- IV. survive inspection, delivery, acceptance and payment. Without limiting the following, Defective Goods may be returned to the Supplier for repair, replacement or credit at Extel's option and at the Supplier's risk and expense, and repaired and replacement Goods must be in "like new condition" and subject to the full original warranty. The Supplier must indemnify Extel for any and all losses, damages, costs, legal fees and expenses suffered or incurred by reason of the Supplier's breach of any warranty relating to any Product.

9.1 Where applicable a Tin Whisker Mitigation and Qualification Test may be required. The Supplier warrants that Goods identified as or otherwise required to be lead-free or RoHS-6 compliant and manufactured with leads or electrodes (excluding BGA's) possessing high tin (i.e., greater than 95 percent) surfaces shall be subjected to industry best practices for tin whisker mitigation (i.e., JEDEC - IPC JP002/iNEMI recommendations for lead-free components version 3 or equivalent) and are further required to have the lead/electrode surface finish qualified through industry standard tin whisker testing protocols (i.e., JEDEC JESD 22A121 + JEDEC JESD 201 class II or equivalent).

10. COUNTERFEIT COMPONENTS.

The Supplier represents and warrants that no Goods delivered to Extel under the Contract will be, or include any separately identifiable electronic parts (e.g. articles, components, subcomponents and assemblies) that are or contain, Counterfeit Electronic Parts or suspect Counterfeit Electronic Parts. Unlawful or unauthorised substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics. The Supplier must establish and maintain an acceptable counterfeit electronic part detection and avoidance system per DFAR 252.246-7007, using as a guideline industry standards SAE AS5553 or SAE AS6081, or DFARS Case 2012-D055. The Supplier must only purchase products to be delivered or incorporated as Goods to Extel directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorised distributor chain. The Supplier represents and warrants that no parts or Goods will be acquired from non-franchised distributors or brokers unless approved in advance in writing by Extel. The Supplier must immediately notify Extel with the pertinent facts if the Supplier becomes aware or suspects that it has furnished Counterfeit Work. When requested by Extel, the Supplier shall provide OCM/OEM documentation that authenticates traceability of the Goods to the applicable OCM/OEM.

11. INDEMNITY.

The Supplier must, to the fullest extent permitted by law, indemnify, defend and hold harmless Extel (including its shareholders, directors, officers, employees, customers, contractors, agents and other representatives) from and against any and all actual or potential Claims which Extel may hereafter incur, become responsible for or pay out as a result of:

- a) the Goods or any design, information technology or processes supplied and/or approved by the Supplier;
- b) any infringement or misappropriation of the Goods regarding any patent, copyright, trademark, trade secret, mask work or any actual or alleged violation of any intellectual property right;
- c) personal injury (including death), property damage, or contamination of or adverse effects on the environment (and any clean-up in connection therewith), where any of the foregoing is caused, in whole or in part, by the Goods, the Supplier's breach of any term or provision of the Contract, or by any negligent or wilful acts, errors or omissions by the Supplier (including its employees, officers, subcontractors, agents, or representatives) in the performance of the Contract.

If the use by Extel or its affiliates, subsidiaries, assigns or customers of any Goods furnished under the Contract is enjoined ("Infringing Good"), then the Supplier must, at its own expense, procure for Extel and its customers the right to continue using the Infringing Good. If the Supplier is unable to do so, then the Supplier must, at its own expense, either replace the Infringing Good with a non-infringing Good or modify the Infringing Good so that it becomes non-infringing. If the Supplier is unable to replace or modify the Infringing Good, then the Supplier must promptly refund in full all costs paid by Extel for the Infringing Good and cancel any remaining portion of the Purchase Order. Exercise of these remedies will not be exclusive of or without prejudice to any other remedies provided at Law or in equity which are available to Extel, nor will they limit the above indemnity.

12. LIMITATION OF LIABILITY.

To the fullest extent allowable by law, in no event will Extel be liable under any theory of liability arising in any way out of the Contract (including any theory of contract, tort or strict liability) for any indirect, consequential, incidental, punitive or special damages (and including in any event, even if a direct loss, damages for lost revenue or profits, attorney's fees, loss of data, or costs of procurement of substitute goods or services), even if such Extel has been advised of the possibility of such damages.

13. INSURANCE.

The Supplier must maintain a minimum of US\$20 million Public Liability and US\$5 million Product liability and any additional insurance necessary or desirable to satisfy its obligations under this Purchase Order. Such insurance must apply and respond in all jurisdictions, and without limiting the foregoing, must include general liability insurance, automobile insurance, errors and omissions insurance, recall insurance and worker's compensation insurance as required by Law. The Supplier must promptly provide a current certificate of currency in relation to any such insurance upon request by Extel.

14. TERMINATION.

For Default:

Extel may cancel the Contract for default, without any liability to the Supplier, if the Supplier:

- a) is the subject of an Insolvency Event;
- b) fails to make any delivery as committed (either as to timing or Goods delivered);
- c) breaches any other requirement or warranty under the Contract and fails to remedy it within 7 days of notice from Extel outlining the nature of the breach; or
- d) fails to provide adequate assurance of performance (including on time delivery) when requested. In such event of default, Extel may procure replacement Goods on such terms as Extel may deem appropriate, and the Supplier will be liable for excess re-procurement costs, in addition to any other remedies available at Law or in equity. For Convenience: Extel may cancel the Contract, in whole or in part, without cause, upon notice in writing to the Supplier.

Extel will have no liability for cancellation of the Contract if Extel notifies the Supplier:

- a) at least 2 business days prior to the scheduled shipment date of Standard Goods; or
- b) at least 60 days prior to the scheduled shipment date of Custom Goods.

Upon receipt of Extel's notice of termination, the Supplier must immediately cease work, terminate any subcontracts, and deliver to Extel all completed and partially completed Goods, raw material, and work-in-process, or otherwise dispose of such Goods, raw material, and work in process in accordance with Extel's instructions. If Extel fails to give notice within the time period provided above, Extel's liability to the Supplier will be limited to:

- a) the price provided on the face of the Purchase Order for all Goods which have been completed prior to termination and which are accepted by Extel, if produced in no greater amounts than to satisfy the delivery schedule for such Goods; plus
- b) to the extent commercially reasonable and accepted by Extel, the actual expenditures on the uncompleted portion of the Contract including cancellation charges paid by the Supplier on account of commitments made under the Contract; provided that the Supplier has immediately upon notice of termination taken all reasonable steps to mitigate the costs resulting from termination.

Despite the foregoing, Extel's liability will not exceed the total price stated on the face of the Purchase Order for finished Goods delivered under the Contract. The Supplier must submit to Extel, within 10 days of notification of the termination, any and all costs resulting from Extel's termination. The Supplier will not recover any costs submitted after that date.

15. END OF LIFE.

Seller must provide Extel with 180 days prior written notice of its intent to discontinue the sale of any Product in order that Extel, at Extel's option, may make an end of life purchase.

16. CONFIDENTIAL INFORMATION.

Confidential Information does not include information that:

- a) was known to Recipient prior to receipt from Discloser;
- b) is or becomes part of the public domain through no breach of the Contract;
- c) is received from a third party without breach of any obligation of confidentiality; or
- d) is independently developed by Recipient without reference to Confidential Information.

All information concerning Extel's purchases, prices paid and/or price agreements are deemed Confidential Information, whether or not marked or summarized after oral disclosure. Recipient must protect the Confidential Information by using the same degree of care as Recipient uses to protect its own Confidential Information of a like nature, but no less than a reasonable degree of care.

The Supplier must not disclose any Confidential Information to any third party without Extel's prior written authorisation. These duties shall survive the expiration or termination of the Contract.

17. EXTEL'S PROPERTY.

Except as otherwise specified by Extel in writing, all tools, dies, gauges, fixtures, and other items required for the performance of the Contract must be supplied and maintained by the Supplier. Any such items paid for by Extel or furnished to the Supplier (without cost to the Supplier) will be and remain:

- a) the property of Extel, subject to removal by Extel at any time and without cost;
- b) used only in fulfilling Purchase Orders placed by Extel;
- c) kept separate from all of the Supplier's other materials or tools;
- d) clearly identified as the property of Extel; and
- e) maintained and/or calibrated by the Supplier to ensure continued operability.

The Supplier assumes all liability for loss of or damage to Extel's property, save normal wear and tear.

The Supplier must:

- a) maintain full insurance coverage against loss of or damage to Extel's property;
- b) supply Extel with a detailed statement of such property upon Extel's request; and
- c) not remove, dispose of, or pledge as security any of Extel's property without Extel's prior written consent.

18. COMPLIANCE WITH LAWS.

The Supplier and all persons controlled by the Supplier must at all times comply at their own expense with all applicable Laws. Upon request, the Supplier must provide Extel with reasonable documentation demonstrating such compliance, the Supplier must indemnify, defend and hold harmless Extel from and against any loss or expense arising from the Supplier's non-compliance with any applicable Law.

18.1 Anti-Corruption/Anti-Bribery.

The parties must:

- a) comply with all applicable country Laws relating to anti-corruption or anti-bribery, including legislation implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" or other anti-corruption/anti-bribery convention, and the Foreign Corrupt Practices Act as amended (FCPA) (15 U.S.C. §§78dd-1, et. seq.), whether or not either party is within the jurisdiction of the United States; and
- b) neither directly nor indirectly, pay, offer, give, or promise to give, anything of value received from a party to a non-U.S. public official or any person in violation of the FCPA and/or any applicable country Laws relating to anti-corruption or anti-bribery.

18.2 Import/Export Compliance.

From time-to-time Extel may require Import/Export Compliance for certain clients as nominated on the Contract or Purchase Order to the Supplier. In performing the obligations under the Contract, each party shall at all times comply with all export/import (including re-export) laws, sanctions, regulations, orders, and authorisations, (including without limitation the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) that are applicable to the export or import of goods, software, technology, or technical data or services (collectively, "Export/Import Laws"). The party conducting the export or import must obtain all export or import authorisations that are required under the Export/Import Laws for that party to execute its obligations under the Contract. Each party must reasonably cooperate and exercise reasonable efforts at its own expense to support the other party in obtaining any necessary licences or authorisations required to perform its obligations under the Contract. Reasonable cooperation shall include providing reasonably necessary documentation, including import, end user and re-transfer certificates.

18.3 Product Content Regulation (PCR).

The Supplier represents, warrants, certifies, and covenants that it will comply with applicable PCR and none of the Goods supplied under the Contract contain minerals or chemicals in violation of PCR in any jurisdiction to which the Goods are to be shipped.

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The Supplier must:

- a) if and as requested by Extel, include with shipments of Goods the material composition data related to all homogenous material contained within such Goods; and
- b) assist Extel, as necessary in Extel's reasonable opinion, in Extel's attempts to comply with its obligations, if any, under applicable Laws.

"Product Content Regulation" or "PCR" refers to the following laws and/or regulations on content, packaging, or labelling of Products, Components or substances, and/or similar issues: "RoHS" (EU Directives 2011/65/EU on Restriction of Hazardous Substances Directive and 2015/863 amending Annex II to Directive 2011/65/EU); "WEEE" (EU Directive 2002/96/EC on Waste Electrical and Electronic Equipment); "REACH" (EC Regulation No 1907/2006 on Registration, Evaluation and Authorization of Chemicals); and EU Member State's implementations of the foregoing; the People's Republic of China (PRC) Management Methods for the Restriction of the Use of Hazardous Substances in Electrical and Electronic Products; and/or any other mutually agreed PCR; together with implementing regulations and/or administrative rules.

18.4 Conflict Minerals.

If the Supplier is providing Goods to Extel under the Contract, the Supplier must use commercially reasonable efforts to:

- a) identify whether such Goods contain the minerals tin, tantalum, gold or tungsten;
- b) determine whether any such minerals originated in "covered countries", as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"); and
- c) perform appropriate due diligence on its supply chain in support of Extel's obligations under the Act.

If requested, the Supplier must, as soon as reasonably practicable following the completion of the calendar year, provide a completed Conflict Minerals Reporting Template, using the form found at <http://www.responsiblemineralsinitiative.org/conflict-minerals-reporting-template/>. If requested, the Supplier will promptly provide information or representations that Extel reasonably believes are required to meet Extel's conflict minerals compliance obligations under the Act.

18.5 Modern Slavery.

The buyer shall follow the guiding principles of Commonwealth Modern Slavery Act 2018 www.homeaffairs.gov.au/criminal-justice/files/modern-slavery-reporting-entities.pdf

19. US GOVERNMENT CONTRACTS.

All regulations set forth in the United States Federal Acquisition Regulations ("FAR") Part 12 and Part 15 and Defense Federal Acquisition Regulation Supplement ("DFARS"), are herein incorporated by reference, when Goods are being procured from the Supplier in support of a U.S. Government contract or end-customer, as applicable and or as indicated by the award/control number on the Order or if notified to the Supplier by Extel.

By accepting the Contract, the Supplier agrees to:

- a) comply with all applicable FAR and DFARS provisions and any supplemental purchase order provisions provided by Extel, and
- b) flow down applicable FAR and DFARS provisions to any subcontractor or sub-tier the Supplier being utilized by the Supplier and any other clauses that the relevant U.S. Government contract requires be included in lower-tier subcontracts and purchase orders.

The full text of the FAR regulations are at <https://www.acquisition.gov/browse/index/far> and DFARS regulations are available at the following web address <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>. The effective dates on these clauses are the dates in effect in the relevant U.S. Government Prime Contract as of the date of the Order issued to the Supplier.

20. BUSINESS ETHICS AND COMPLIANCE.

Extel is committed to industry best practices in business ethics, worker safety and fairness, environmental responsibility, integrity, and efficiency, and requires the same of all of its business partners. The Supplier agrees to abide by the Responsible Business Alliance (RBA) Code of Conduct located at <https://www.responsiblebusiness.org/code-of-conduct/>

21. INDEPENDENT CONTRACTOR.

It is the express intention of the parties that the Supplier (including any employees or agents of the Supplier) is an independent contractor and not an employee of Extel for any purpose whatsoever. None of the provisions of the Contract shall be interpreted or construed as creating or establishing a relationship of employment, agency, commission or franchisee between the Supplier and Extel or between Extel and any employee, subcontractor, or agent of the Supplier.

22. FORCE MAJEURE.

Neither party will be held responsible for delay or failure of performance to the extent such delay or failure is caused by flood, strike, civil, governmental or military authority or other similar causes beyond its reasonable control and without the fault or negligence of the delayed or nonperforming party or its subcontractors; provided, however, that the non-performing party:

- a) gives the other party prompt notice of the reason for delay or failure of performance; and
- b) takes reasonable steps to mitigate the duration and effect of the delay or failure of performance. In the event of delay or failure of performance for a period of at least 15 days, the other party may cancel the Contract without liability.

The Supplier's liability for loss of or damage to Extel's material in the Supplier's possession or control will not be relieved or modified by this clause.

23. ASSIGNMENT.

The Supplier may not assign performance of any of the obligations required under the Contract and the Supplier must not subcontract for completed or substantially completed Goods without Extel's prior written consent. Any Extel-approved subcontract work shall be subject to the terms and conditions of the Contract, and the Supplier will in all events be responsible for all subcontracted work or goods as if performed or manufactured by the Supplier.

24. WAIVER.

Failure of Extel to insist upon performance of any terms of the Contract or to exercise any right under the Contract will not be construed as a waiver or relinquishment of the future performance of any such term or condition or the future exercise of such right.

25. ENTIRE AGREEMENT.

The Contract constitutes the entire agreement between Extel and the Supplier in relation to the supply of the Goods and supersedes all prior agreements and discussions between them in connection with it. These Terms will prevail over any written offer made by, or terms of, the Supplier for the sale of the Goods. Any additional or inconsistent terms or conditions offered by the Supplier at any time are excluded. Any reference to the Supplier's quotation, bid, or proposal does not imply acceptance of any term, condition, or instruction contained in that document. Any terms and conditions set forth in any order confirmation or acknowledgment from the Supplier or any other document from the Supplier is of no force or effect whatsoever.

26. AMENDMENT.

Except as provided otherwise in the Contract, no change to or modification of the Contract will be binding unless in writing and signed by a duly authorised representative of each party.

27. NOTICES.

Any notice or other written communication given under this agreement (Notice) by either party to the other must be sent by email to the corresponding email address set out in the Purchase Order for the other party, unless the party notifies the other (in accordance with this clause) of a change of the address. If no email address is specified in the Purchase Order, then an email address previously commonly used for a party in correspondence between them may be used. Each party must ensure that at all times the email address applicable to it under this clause is current, and endeavour to ensure it is operational. A Notice by email will be taken to have been served at the time of sending, unless within 24 hours of it being sent the sender receives a manual or automated response indicating that it was not delivered successfully.

28. APPLICABLE LAW AND JURISDICTION.

The Contract will be governed by and construed in accordance with the laws of Victoria, Australia. If all of the parties to the Contract have places of business in Australia, then the state courts of Melbourne Victoria, and the federal courts located in Australia will have exclusive jurisdiction and venue to adjudicate any and all disputes arising out of or in connection with the Contract. The parties' consent to the exercise by such courts of personal jurisdiction over them and each party waives any objection it might otherwise have to venue, personal jurisdiction, inconvenience of forum, and any similar or related doctrine. If any of the parties to this Order does not have a place of business in Australia, then any and all disputes arising out of or in connection with this Order shall be decided by arbitration in Melbourne, Victoria pursuant to the International Arbitration Rules of the International Centre for Dispute Resolution. Arbitration may be compelled by the Victorian courts pursuant to the laws of that state, and the parties' consent to the personal jurisdiction of the Victorian State Courts to enforce this agreement to arbitrate.

Any arbitration award hereunder must be

- a) issued as a reasoned award or it will be of no force or effect and will be deemed an award in excess of the arbitrator's jurisdiction, and
- b) subject to plenary review on appeal to the same extent that review would be available if the award were rendered by the

29. INTERPRETATION.

In the Contract:

- a) headings will be ignored in construing it;
- b) use of inclusive terms such as "includes" or "including" will be read as "includes, without limitation" or "including, without limitation";
- c) references to persons include corporations;
- d) references to writing include any mode of representing or reproducing words in visible form, and include email transmissions; and
- e) a provision must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.

30. INCONSISTENCY.

If there is any conflict or inconsistency within the documents forming the Contract, then the following descending order of precedence applies:

- a) these Terms;
- b) the face of the Purchase Order;
- c) any supplemental terms included or incorporated by reference in the Purchase Order; and
- d) any other documents forming the Contract. courts.

31. DEFINITIONS.

In these Terms the following capitalised terms have the following meanings:

Claim means any kind of demand, claim, action, cause of action, proceeding, suit, assessment, loss, damages, liability, settlement, judgment, fine, penalty, interest, cost or expense (including lawyers' fees and disbursements).

Confidential Information means information (whether in hard copy, electronic or any other form) provided by a Party ("Discloser") to another Party ("Recipient") whether or not marked confidential.

Contract means these Terms, the Purchase Order and any files or attachments to the Purchase Order or these Terms.

~~"Contract" shall mean Order.~~

Contractor means the Supplier.

Counterfeit Part means an unlawful or unauthorised reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified electronic part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorised aftermarket manufacturer.

Custom Goods means only those Goods which the Purchase Order specifically designates as such, and "Standard Goods" includes all other Goods.

Extel means Extel Technologies Pty Ltd ABN 71 052 989 107.

Goods means the goods described in the Contract and all other articles, materials, supplies, goods or other deliverables related or

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incidental to the supply of those goods or the Services.

Insolvency Event in relation to the Supplier means that the Supplier is unable to pay its debts as and when they fall due, becomes insolvent, is deregistered, applies to be deregistered or all its shareholders agree to or resolve for its deregistration, an order is made that it be wound up, a liquidator, provisional liquidator, receiver, manager, receiver and manager, controller, trustee or administrator is appointed over it or any of its assets, an application is made to a court, or meeting is proposed, to do any of the foregoing, it enters into an arrangement with its creditors or seeks to obtain protection from its creditors or it resolves to wind itself up.

Law means laws, ordinances, regulations and codes, including the identification and procurement of required permits, certificates, licenses, insurance, approvals and inspections.

Products means the Goods or Services or both.

Purchase Order means the purchase order, or other document specifying relevant details, that is issued by Extel into which these Terms are incorporated by reference or of which these Terms and conditions form part or to which these Terms are attached.

Services means the services described in the Contract and all other labour or services related or incidental to the supply of those services or the Goods.

Subcontractor means the Supplier's sub-tier the Suppliers or subcontractors, unless otherwise specified.

The Supplier means the Supplier identified in the Purchase Order.

Tax means all national, provincial, federal, state and local taxes, including any goods and services tax or value added tax and any income, capital, net worth or similar taxes.