

1. Definitions

In the order "HTA Group" means HTA Group Pty Ltd, an Australian registered company located at 32 Gay Street, Coopers Plains, Qld, 4108.

The "Goods" means the service, articles, products, materials, supplies, items, parts, components, assemblies, tools, dies, Technical Data Packages or anything described on the face of the order.

The "Order" means the Purchase Order and these terms and conditions, and any other supplementary information provided to the supplier or any variation agreed to in writing by the parties.

The "Supplier" means the person, partnership, joint venture, firm, company, government or entity described on the face of the Order and includes their personal representatives, survivors, and permitted assigns.

2. Contract

Subject to clause 4, the Order on acceptance constitutes and embodies the entire understanding and agreement of the parties, and shall be varied only in writing executed by the parties. The supplier acknowledges that it will be bound by the order and that on acceptance of the Order the supplier shall not cancel, rescind or terminate the order.

3. Acceptance

The supplier shall be deemed to have accepted the order if any of the following occurs:

- a. contrary written notification is not given to HTA Group
- b. upon signing and returning a copy of the order
- c. acknowledging the order in any way
- d. upon delivery of all or any part of the goods, whichever first occurs.

4. Warranties

4.1. The supplier warrants that:

- a. Notwithstanding any inspection or delivery of goods, the goods are of merchantable quantity and are fit for the purpose for which the goods are intended to be used by HTA Group. The supplier is deemed to know the purposes for which the supplies are to be used and that HTA Group is relying on the suppliers' judgment that the goods are reasonably fit for those purposes.
- b. Notwithstanding any inspection or delivery of the goods, the goods at all times during the warranty period shall conform to the requirements of the order, and are free from all defects (including latent defects) and deficiencies whether in design, performance, materials or workmanship and correspond to any samples supplied by the supplier to HTA Group.
- c. The use, manufacture or sale of the goods does not infringe any copyright, patent or other intellectual, industrial or other property right anywhere in the world.
- d. The goods, their design, construction, ingredients, quality and packing comply in all respects with all relevant requirements of all statutes in force at the place of manufacture, shipment and delivery.

- e. The supplier shall in performance of the order, comply with the laws from time to time in force in the state, territory or other jurisdictions in which the order or any part thereof is or is to be carried out. Including all applicable health and safety legislation and relevant standards and all lawful requirements of public and other authorities in any way affecting or applicable to the goods.
- f. During the warranty period the supplier shall at no additional cost to HTA Group repair or replace the goods or any defective part with new goods or parts in the event that any breach of clause 4.1 occurs and to do so in a manner and at times so as to cause HTA Group as little inconvenience as possible.
- g. The right and remedies provided for in clause 4 are in addition to and do not limit any other rights of HTA Group under the order or otherwise.

5. Delivery, Risk and Property

- 5.1. Where the order provides for progress or other payments prior to delivery, then all finished and unfinished goods and all things acquired or appointed by the supplier for the order irrespective of their incorporation into the goods or their location shall vest in and become and remain the absolute property of HTA Group and shall not be within the disposition of the supplier. The supplier shall at all times insure and keep insured any such goods and things for their full replacement value with a reputable insurer.
- 5.2. The supplier shall establish and maintain an inventory control system for the purposes of clause 5.1 and shall mark all such goods and things acquired or appropriated for the order with identification numbers as used in that inventory control system together with marks brands or simple inscriptions of ownership to identify readily all those goods and things as the property of HTA Group.
- 5.3. The supplier shall require all its sub-contractors to comply with the provisions of this clause 5 and shall ensure that neither sub- contractor nor any other person shall have a lien, mortgage, or other security over any of the Goods whether finished or over any of the things acquired for or appropriated to the Order.
- 5.4. The Supplier shall deliver the Goods in accordance with the terms specified in the Order at the time nominated by HTA Group. HTA Group may at any time amend the times and manner of delivery of the Goods.
- 5.5. Risk. Subject to Clause 5.1, property of the goods shall pass to HTA Group upon completion of delivery to HTA Group. Delivery of the Goods shall be completed when the Goods are within the store or other place nominated by HTA Group on the Order or in writing as the place of delivery, and a person authorised by HTA Group has signed a delivery docket in duplicate acknowledging receipt of the Goods and a copy of that docket is left with that person.

6. Non-Confirming Product

- 6.1. HTA Group must be notified in writing (including e-mail) about non-conforming product, a concession will be issued if approved by HTA Group. The concession number must be referenced on all delivery documentation, the product and package(s) identified as non-conforming.
- 6.2. Seller shall provide written notification to HTA Group when a non-conformance is determined to exist, or is suspected to exist, on product already delivered to HTA Group. Written notification shall include:



- a. Affected process/s or product number/s and name/s,
 - b. Description of the nonconforming condition and the affected
 - c. Engineering requirement (should be & Is condition),
 - d. Quantities, dates and purchase order numbers of the delivered, and
 - e. Suspect/affected serial numbers or date codes where applicable.
- 6.3. Notification must occur within three business days of knowing all above information. However for Aerospace purchase orders if the condition creates a possible flight safety risk, submit all available information immediately. These conditions shall be flowed down by the supplier to its direct suppliers and the sub-tier supply chain.

7. Requirements

The requirements supplied by HTA Group shall flow down to sub-tier suppliers with the applicable requirements in the purchasing documents, including key characteristics where required.

8. Specification, Design & Scope Change

HTA Group may at any time require the Supplier to implement changes to the specifications or design of the goods or to the scope of the Supplies covered by the Contract, including (but not limited to) work related to inspection, testing or quality control. Such changes shall be reflected in an amendment to the Contract agreed to by the parties in writing (including email). While HTA Group will endeavour to discuss any such agreed changes with the Supplier as early as practical, the Supplier will promptly implement such changes.

9. Invoicing

During the term of the Order and for a period of at least two years thereafter HTA Group shall have the right to query any invoice presented by the Supplier, and to require correction of any error therein irrespective of the fact that the invoice may relate to a payment which has already been made or may specify a period of time in which queries are to be raised. Without limiting the rights of HTA Group under any other provision of the Order all moneys which may be owed by the Supplier to HTA Group on any account whatsoever may be deducted by HTA Group from any moneys due or to become due by HTA Group to the Supplier.

10. Time

Time shall be of the essence of the Supplier's obligations in the Order.

11. Packing

- 11.1. The Supplier shall pack the Goods in a manner sufficiently robust to prevent damage to or deterioration of the Goods in the course of loading, transit and unloading, and shall comply with all packing instructions issued or given by HTA Group from time to time. Each package shall have endorsed in a clear and prominent place the number of the Order. Packing slips or advice notes shall accompany all deliveries of the Goods.
- 11.2. The Supplier shall comply with all applicable customs, quarantine and other laws and requirements relating to packaging and labelling including where appropriate the dispatch of hazardous cargo.

- 11.3. An appropriate Inspection Certificate shall accompany all Goods delivered. Except where written authority to the contrary is given, the Goods shall not be dispatched from the Supplier's premises before an approved Inspection has been carried out.

12. Rejection

- 12.1. Notwithstanding any delivery or Inspection of, or payment for, the Goods, and without prejudice to any other rights available to it, HTA Group may at any time reject all or any of the Goods (including Goods with latent defects) which do not comply in all respects with the Order or with the Information provided with or subsequent to the Order and return those rejected Goods to the Supplier at the Supplier's risk and expense.
- 12.2. Without prejudice to any other rights available to it, HTA Group may require the Supplier to replace immediately any of the rejected Goods with Goods complying in all respects with the Order and the information and the Supplier shall thereupon meet that requirement without being entitled to extra time.
- 12.3. Where HTA Group does not require the Supplier to replace any rejected Goods when the Supplier shall pay immediately to HTA Group any money paid by HTA Group in respect of those rejected Goods together with all damages, losses, costs and expenses relating to, arising out of, or as a consequence of that rejection including consequential loss and loss of profits and those incurred by HTA Group in obtaining other Goods in replacement thereof.

13. Termination

- 13.1. Without prejudice to any of its rights, powers or remedies, HTA Group may terminate the Order immediately without any liability to the Supplier whatsoever if:
 - a. the Goods or any portion thereof are not delivered within the time or times nominated by HTA Group;
 - b. there is any other breach of the Order; or
 - c. the Supplier becomes insolvent, bankrupt, goes into liquidation or receivership, is made subject to any petition or proceedings taken for the Supplier's compulsory winding up, is made subject to the supervision of a court, or enters in with its creditors.
- 13.2. On termination HTA Group may:
 - a. refuse to accept any undelivered Goods;
 - b. return to the Supplier at the Supplier's risk and expense any of the delivered Goods and recover from the Supplier any moneys paid by HTA Group in respect of those Goods;
 - c. enter any premises and take away all finished and unfinished Goods, materials and things in which HTA Group has property; recover all moneys paid to the Supplier which have not been incorporated in any Goods which HTA Group has taken away pursuant to the foregoing paragraph; and
 - d. institute proceedings including but not limited to claiming compensation by way of damages in respect of any loss or damage suffered or sustained directly or indirectly by HTA Group including consequential loss of profits.

14. Indemnity

The supplier shall indemnify and hold harmless HTA Group in respect of all actions, suits, proceedings, claims, demands, damages, losses, costs, charges and expenses (including consequential loss and loss of profits and the cost of setting any pending or threatened proceedings) arising from or incurred by reason of:

- a. any breach of the Order;
- b. any loss or damage to property or injury or death to persons caused or contributed to directly or indirectly by defective Goods or by the use, resale or incorporation in other things of the Goods;
- c. any actual or alleged infringement or breach of any intellectual or industrial property right anywhere in the world arising out of or resulting from the sale or use of the Goods or their incorporation in other things; and
- d. any claim made against HTA Group by any third party arising directly or indirectly from or as a result of the Supplier's failure to deliver the Goods in accordance with the requirements of the Order.

15. Assignment

The Supplier shall not without the prior written consent of HTA Group assign or sub-contract the Order or any part of it or supply or purport to supply Goods which are not manufactured by the Supplier.

16. Insurance

The supplier is required, at its cost, to effect and maintain throughout the term and any additional period the company deems necessary, each of the following insurances (where required by applicable law or as reasonably requested by HTA Group), General and Product Liability Insurance, Workers Compensation and Employees Liability Insurance, Supplier's Plant and Equipment, Goods in Transit, Motor Vehicle/Automobile Third Party Liability Insurance, Professional Indemnity Insurance, Marine Insurance and Aviation Insurance, in relation to risks or occurrences arising, or which may arise, out of the performance of the Contract.

17. Confidentiality

- 17.1. The Supplier shall not without the prior written consent of HTA Group (which HTA Group at its absolute discretion, may withhold) reveal, copy, publish, reproduce or in any way use any information (or any part of it) supplied to the Supplier by HTA Group for any purpose other than that of performing the Supplier's obligations under the Order and shall return to HTA Group on demand all such information including copies thereof and destroy all notes, written reports and other records containing to the information, as well as ensuring that all of its personnel and sub-contractors fulfil all of the requirements of the Clause.
- 17.2. The Supplier shall not in any manner reveal, advertise or publish the fact that it has contracted with HTA Group to supply the Goods.

18. Intellectual Property

Where HTA Group furnishes the design of the supplies any copyright or design rights shall belong to HTA Group.

19. Documentation Storage & Retention

Seller shall maintain and have available on a timely basis, quality records traceable to the conformance of product/part numbers delivered to HTA Group. Seller shall make such records available to regulatory authorities and HTA Group's authorised representatives. Seller shall retain such records for calendar year + 10 years from date of shipment for all product/part numbers under each applicable order unless otherwise stated on the order.

20. Law and Arbitration

- 20.1. The Order shall be governed by and construed in accordance with the laws for the time being in force in the State of Queensland and the parties hereby submit to the exclusive jurisdiction of the Supreme Court of Queensland and all courts of appeal from it.
- 20.2. All arbitration proceedings relating to the Order shall be conducted in accordance with the Commercial Arbitration Act 2013 of Queensland; or the Australian International Arbitration Act 1974 as applicable, by a single arbitrator appointed in accordance with its provisions and either party may issue an Arbitration Notice to the other requiring that any matter on which they are unable to reach agreement shall be referred to arbitration specifying that matter at issue in reasonable detail and thereupon that matter at issue shall be determined by arbitration in accordance with this Clause.

21. Waiver

HTA Group shall not be deemed by any present or future act or omission to have waived any of its rights or to have consented to any failure by the Supplier to perform or observe any of its duties and obligations except by a written waiver or consent signed by HTA Group, and any such waiver or consent shall be effective only in the specific instance to which it relates for the specific purpose for which it is given.

22. Materials

All materials and parts to be supplied by HTA Group shall be paid for in full by the Supplier prior to delivery to the Supplier, unless other arrangements are made in writing prior to delivery of the materials and parts.

23. Counterfeit Materials

The seller/supplier shall ensure that only new and authentic materials are used in materiel delivered to HTA Group. The seller/supplier may only purchase materiel directly from original manufacturers, manufacturer franchised distributors, or approved aftermarket manufacturers. Use of materiel that was not provided by these sources is not authorized unless first approved in writing by HTA Group.

This clause is applicable to all contracts for Qualified Products List (QPL) or Qualified Manufacturers List (QML), - controlled materiel. If suspect/counterfeit materiel is furnished under this purchase agreement, such items shall be impounded. The seller/supplier shall promptly replace such items with items acceptable to HTA Group and the seller/supplier may be liable for all costs relating to impoundment, removal, and replacement. HTA Group may turn such items over to Authority Having Jurisdiction for investigation and reserves the right to withhold payment for the suspect items pending results of the investigation.



24. Tools

- 24.1. The Tools shall be and remains the property of HTA Group and shall not without the prior written approval of HTA Group, be modified, altered in any way, removed from the Supplier’s premises or used for any purposes other than for the fulfilment of the Order.
- 24.2. HTA Group may at all reasonable times remove the Tools from the Supplier’s premises and until removed the Supplier shall be responsible for their safe custody and maintenance in accordance with approved engineering practices.
- 24.3. An authorised representative of HTA Group shall have access to the Supplier’s premises at all reasonable times for the purpose of inspecting and checking the Tools.

25. Payment

- 25.1. The price noted on the Purchase Order is a firm price and is not subject to rise and fall. Payment shall be deemed to have been made at the date on which the cheque for payment is drawn by HTA Group.
- 25.2. HTA Group payment terms are 60 Days from End of Month of Invoice date.

26. Quality and Inspection

- 26.1. In the event that a non-conforming product is delivered to HTA Group, the supplier will at its own expense, work with HTA Group to rectify the non- conformance to the satisfaction of HTA Group’s quality requirements. The supplier will also identify and rectify any systemic changes that caused the non- conformance.
 - a. Prior to implementing any manufacturing process change the supplier must seek written approval from HTA Group.
 - b. The supplier will give HTA Group, and its customer, access to all records provided by HTA Group to ensure compliance to HTA Group’s quality requirements.
 - c. The supplier will give on-site access to HTA Group, and its customer, with reasonable notice, for the purposes of auditing the supplier’s performance and Compliance to HTA Group’s quality requirements.
 - d. The supplier will comply with the requirements as specified in the Supplier Quality Requirement document, if applicable.

27. Waiver of Sovereign Immunity

Where the Supplier is a Foreign State as defined in the Foreign States Immunities Act 1985 of the Commonwealth of Australia (‘the Foreign States Immunities Act’) or a separate entity as defined in that Act, then the Supplier:

- a. irrevocably waives any immunity from the jurisdiction of the courts of Australia it might otherwise possess;
- b. acknowledges that this Order is a commercial transaction for the purposes of the Foreign States Immunities Act;
- c. warrants that the person signing or otherwise executing this Order on its behalf has authority to waive the application of section 30 of the Foreign States Immunities Act in relation to property and hereby irrevocably waives without any limitation whatsoever the application of that section in relation to its property; and

- d. Irrevocably appoints the person signing or otherwise executing the Order as its Australian Attorney to receive service of all writs, summonses, pleading, notices and all other processes.

28. Exclusion of Vienna Convention

The parties hereby expressly agree to exclude the application to the Order of the United Nations Convention on Contracts for the International Sale of Goods.

I acknowledge I have read and understand the conditions contained within these Terms and Conditions, and agree to be bound by them.

Signature

Name

Position (*Authorised Company Delegate/Director only*)

Date

Signed on behalf of (*Company Name*)

