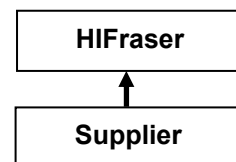


GENERAL TERMS & CONDITIONS FOR SUPPLY OF GOODS/SERVICES TO HIFRASER

(to be sent to Suppliers and Contractors with the RFQ or Purchase Order)



1. GENERAL

- a. These Terms and Conditions form an integral and fundamental part of the Purchase Order and Contract for the Supply of Goods and/or Services to be received by HIFraser Pty Ltd (hereinafter referred to as HIF) from the Supplier or Contractor (herein referred to as the Supplier).
- b. Any additions to these General Conditions shall be in writing, signed by a duly authorised manager of HIF and included as Special Conditions in the Purchase Order and Contract.
- c. In the event of any inconsistency between these General Conditions and any Special Conditions, the latter shall prevail.
- d. Once the Purchase Order has been issued, any changes in HIF's requirements or any Supplier's alternative conditions or proposals must be agreed in writing and signed by a duly authorised manager of HIF.

2. PRICE BASIS

- a. The Contract price is not subject to variation over the duration of the Purchase Order and Contract for any rise or fall in contract costs or exchange rates.
- b. Supplier prices should include customs duty, packaging, marking, handling, freight/delivery FIS, insurance and all amounts payable for patents, copyright or royalties.

3. TAXES AND CHARGES

- a. Supplier prices should include GST and all other Government taxes and charges (including Customs Duty and Excise on Fuel) necessary to complete the work.
- b. Withholding Tax, if applicable, may be deducted by the Commonwealth from the Price.

4. PAYMENT OF ACCOUNTS

HIF's standard terms of payment are 30 days from acceptance of the Goods or Services and receipt of a correctly rendered invoice.

5. PERFORMANCE OF THE CONTRACT

- a. The Supplier and its employees shall deliver the Goods or Services to HIF at the time(s) and in the manner required by the Purchase Order and Contract. The Supplier shall ensure that the Goods or Services comply with all other requirements of the Purchase Order and Contract.
- b. HIF may reject Goods or Services which do not comply with the Purchase Order and Contract. HIF may, with reasonable notice, terminate the Purchase Order and Contract for breach of conditions of Contract.
- c. Supplier and Suppliers Sub-Tiers suppliers shall be vigilant in their efforts to prevent fraud and falsification as it affects contract compliance, impacts costs, and can cause grave safety issues. Any falsification, concealment, gross mistake tantamount to fraud, alteration of any material fact, or any false, fraudulent or fictitious statement or representation in connection with the work under the Purchase Order resulting in fraud or falsification is not only prohibited by HIF's policy, but may also be punishable under law.
- d. Any fraud or falsification found or suspected to be occurring must be reported to HIF via the HIF representative of the HIF Security team (please call HIF for contact details)

6. WARRANTIES

- a. The Warranty period in respect of any Goods supplied or Services provided under the Purchase Order and Contract shall commence on the day of delivery or acceptance (whichever occurs last) of the Goods or Services.
- b. The Warranty shall be valid for 12 months or the length of the Suppliers or manufacturer's standard period, whichever is the longer.
- c. In the event of any fault in the Goods or Services, the Supplier shall replace or make good the defective Goods or Services, including delivery and incidental costs. The Supplier may at its option, pay HIF the replacement cost.

7. INSPECTION AND QUALITY ASSURANCE

- a. A HIF representative may be required to perform quality audit and quality surveillance, as defined in Australian/New Zealand Standard

ISO 9000, at the Suppliers premises, during production and upon completion of the Goods or Services.

- b. The Supplier shall permit an authorised HIF representative full and free access to its premises or service work areas at all reasonable times, and shall provide at its own expense such facilities and assistance as the HIF representative may require for the purpose of this clause.

8. ASSIGNMENT AND SUBCONTRACTING

- a. The Supplier shall not assign the Purchase Order and Contract, nor subcontract any part of the Purchase Order and Contract, without the prior written consent of HIF, except for such parts of the Contract as is customary in the carrying out of similar contracts.
- b. No assignment or subcontracting shall relieve the Supplier from any of its obligations under the Purchase Order and Contract or impose any liability upon the Commonwealth to an assignee or subcontractor.

9. TITLE, ACCEPTANCE AND RISK

- a. Title to the Goods shall vest in HIF upon delivery to or acceptance by HIF.
- b. The risk of any loss or damage to the Goods, or in relation to the Service, or any part thereof, shall remain with the Supplier until delivery to, or acceptance by, HIF, whichever is the longer.

10. NOTICES

Any notices, request or other communication served under the Purchase Order and Contract, shall be in writing, and delivered promptly to HIF or the Supplier at the addresses in the Purchase Order and Contract.

11. EXISTING CONTRACTS AND STANDING OFFERS

Where this Purchase Order and Contract is issued under the terms of a Standing Offer, or to extend the terms of an existing contract, the terms of that Standing Offer or contract shall prevail, except for any Special Conditions which shall take precedence.

12. INSURANCES

The Supplier will procure and maintain insurances on terms and conditions as a prudent supplier, providing similar Goods and Services, would procure and maintain.

13. INDEMNITY

The Supplier, in performing the Purchase Order and Contract, shall indemnify HIF against all claims in relation to personal injury, death, loss of or damage to property, any infringement of intellectual property rights, and any legal costs arising from such claims as they affect any employee of the Supplier, any subcontractor, any third party, and the public.

14. DISPUTE RESOLUTION

In the event of any dispute the parties agree to negotiate in good faith without prejudice to any other remedies the parties may have under the Purchase Order and Contract or in any other respect.

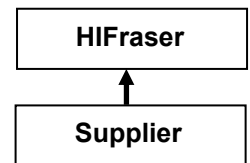
15. WAIVER

A waiver by HIF, or the Supplier, in respect of any breach of a condition or provision of this Contract shall not be deemed to be a waiver in respect of any other condition or provision, or of any subsequent breach.

16. APPLICABLE LAW

- a. This Purchase Order and Contract shall be governed by and construed in accordance with the law applicable in the State or Territory in which the Purchase Order and Contract is signed on behalf of HIF.
- b. The Supplier and its employees shall, in carrying out this Contract, comply with the provisions of any relevant statutes, regulations, by laws and requirements of any Country, Commonwealth, State, Territory or local authority.

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17. DEFENCE SECURITY

- a. If the Supplier requires access to any Commonwealth or HIF place, area or facility under the control or responsibility of the Department of Defence, the Australian Defence Force or a defence contractor ("Site"), the Supplier must:
 - 1. comply with any applicable security classifications requirements or other security requirements (including those contained in the Commonwealth's "Defence Security Principles Framework ("DSPF")) notified to the Supplier by the HIF Representative or the Commonwealth from time to time; and
 - 2. ensure that its officers, employees, agents and subcontractors are aware of and comply with HIF's and the Commonwealth's security requirements.
- b. The Supplier acknowledges and agrees that HIF may at any time, without incurring liability to the Supplier, deny access to, and require the immediate removal of, a person from the Site on the grounds of the person's failure to comply with any applicable law, HIF's or the Commonwealth's safety and security requirements and codes of behaviour.
- c. The Supplier must:
 - 1. comply with the requirements of the DSPF provided by HIF to the Supplier, as amended from time to time;
 - 2. ensure that its officers, employees, agents and subcontractors undertake any security checks, clearances or accreditations as required by HIF or the Commonwealth;
 - 3. notify the Commonwealth and HIF of any changes to circumstances which may affect the Supplier's capacity to provide the Supplies in accordance with HIF or the Commonwealth's security requirements; and provide a written undertaking in respect of security or access to a Site in a form required by HIF.
- d. The security classification of work to be performed under this Contract will be determined on a project basis. Accordingly the Supplier must:
 - 1. possess a facility accreditation (and an information and communications technology security accreditation) to meet the requirements for document storage, information systems and communications security material up to and including the applicable security level;
 - 2. possess a facility accreditation to meet the requirements for all equipment up to and including the applicable security level; and
 - 3. possess a personnel security clearance at the applicable security level.
- e. The Supplier must ensure that no security classified information furnished or generated under this Contract is released to a third party, including a representative of another country, without prior written approval of the originator through HIF and the Commonwealth.
- f. The Supplier must immediately report to HIF and the Commonwealth any instance in which it is known or suspected that security classified information furnished or generated under this Contract may be or has been lost or disclosed to unauthorised parties, including a representative of another country.
- g. All security classified information transmitted between the Parties or a Party and a subcontractor, in Australia, whether generated in Australia or overseas, will be subject to the terms of DSPF Control 71.1 and DSPF Control 72.1, as amended from time to time.
- h. All communications security material transmitted between the Parties or a Party and a subcontractor, in Australia will, in addition to the terms of clause 17g, be subject to DSPF Control 13.1, as amended from time to time.
- i. All security classified information transmitted between the Parties or a Party and a subcontractor located overseas, whether generated in Australia or by another country, will be subject to the laws of the overseas country regarding the custody and protection of security classified information, and to any bilateral security instrument between Australia and the overseas country.
- j. The Supplier must ensure the requirements of this clause 17 are included in all subcontracts where the subcontractor requires

access to any HIF or Commonwealth place, area or facility or to security classified information, in order to perform the obligations of the subcontract.

- k. Clause 17 only applies if the Supplier requires access to any HIF, Commonwealth or defence contractor place, area or facility, or any security classified information or product, in the provision of its obligations under this Contract.

18. EXPORT CONTROL COMPLIANCE

- a. Where the Supplier provides Goods, Services or technical data that is export controlled under Australian law, US law or any other applicable jurisdiction's law, the Supplier must:
 - 1. Provide export control codes for each export controlled deliverable (including codes from sub-tier suppliers for all export controlled content);
 - 2. If end use or user assurances or certifications are required, provide the templates published by the relevant authorities, and detail who should sign and where on the templates provided;
 - 3. Provide copies of any applicable authorizations and exemptions (or alternatively provide the reference numbers of any applicable authorizations or exemptions and a detailed description of the applicable restrictions and/or relaxations provided by the authorization or exemption);
 - 4. Mark all information (documents etc.) and software (media carriers etc.) as "export controlled" or "not export controlled";
 - 5. On delivery provide export control metadata such as making a reference (a cover letter is sufficient) to all applicable export control codes, jurisdictions and the applicable authorizations or exemptions for all deliverables;
- b. If the Supplier does not provide any information as per Clause 18a to HIF, and a violation of any applicable export control legislation subsequently occurs, HIF will hold the Supplier liable in the event that the deliverables are ultimately disclosed or sent to proscribed countries or to proscribed recipients. The implications for the Supplier may be significant in terms of fines or injunctions imposed by the relevant authorities.
- c. Where HIF provides export controlled technical data to the Supplier to enable the Supplier to provide the Goods or Services under this Contract, the Supplier shall:
 - 1. Comply with all applicable export control laws and regulations, including but not limited to the U.S. International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR), and the Defence Trade Controls Act 2024 (Australia);
 - 2. Not export, re-export, transfer, or disclose any controlled equipment, software, or technical data without first obtaining all necessary authorisations;
 - 3. Indemnify HIF against any penalties or liabilities arising from non-compliance with export control laws