

## 1. AGREEMENT

This agreement (Agreement) is made by and between Quickstep Aerospace Services Pty Ltd ABN 79 645 131 095 (QAS) and the person or the entity (Customer) accepting a QAS quotation or proposal or bid (the Quotation).

## 2. DEFINITIONS

- 2.1. **Intellectual Property (IP)** means all present and future copyright (including moral rights) and all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered and unregistered designs, circuit layouts, trade secrets, know-how and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognized in domestic law anywhere in the world.
- 2.2. **Third Party IP** means IP which is owned by a person other than QAS or the Customer and is embodied in or attached to, the Service or Parts.
- 2.3. **Parts** means items repaired, reprogrammed, reconfigured, manufactured, overhauled, modified, fabricated or rotatable goods provided under this Agreement.
- 2.4. **Service** means repairing, reprogramming, reconfiguring, manufacturing, overhauling, modifying, fabricating or any other work that may be performed under this Agreement.
- 2.5. **Technical Data** means all technical know-how and information reduced to material form produced, acquired or used in relation to the Service or Parts and includes all data, manuals, designs, standards, specifications, drawings, software, source code, software design data and other items describing or providing information relating to the Service. Unless the context otherwise requires, words defined throughout this Agreement have the meaning assigned to them and all other words have their ordinary meaning.

## 3. SCOPE OF SERVICE

QAS will Service the Parts as described in an accepted Quotation. The Service is limited to the scope described in the Statement of Work (SOW) and excludes damage, defects or deficiencies in the Parts which are identified by QAS under clause 6.

## 4. ACCEPTANCE AND VALIDITY PERIOD

The Quotation and this Agreement will be binding or deemed to be binding as between the Customer and QAS immediately upon the first to occur of: the acceptance of the Quotation, by the Customer upon the delivery of the Part to QAS or upon the Customer notifying QAS that it should commence the Service of the Parts. In the event of inconsistency between QAS quotation and this Agreement, the terms of QAS's quotation shall prevail to the extent of that inconsistency. QAS shall commence the Service of the Parts after acceptance of the Quotation and QAS being reasonably able to allocate the resources required to perform the Service. Unless otherwise noted on the Quotation, all Quotations expire thirty (30) days from the date of the Quotation (the Validity Period).

## 5. VARIATION

No understanding or amendment varying a Quotation that has been accepted, or deemed to be accepted, or this Agreement will be legally binding upon either party unless the understanding or amendment is in writing and signed by both parties. Any written variation that has been signed by both parties to a Quotation that has been accepted, or deemed accepted, or this Agreement takes effect from the date specified in the variation, or where no date is specified, the date by which both parties signed the written variation.

## 6. IDENTIFICATION OF ADDITIONAL DAMAGE

QAS shall notify the Customer in writing where it identifies damage, during or as a result of the Service of Parts that is in addition to, or different from, that described in the Quotation and any Statement of Work (SOW) provided as part of a Quotation, and issue a separate Quotation for the Service of additional or different damage in the Parts. The Customer must notify QAS, within five (5) working days of such separate Quotation, of its acceptance or rejection. If the Customer rejects such separate Quotation, QAS shall return the Parts that are the subject of additional or different damage to the Customer at the Customer's cost. The Customer acknowledges that the rejection of such separate Quotation under this clause 6 may result in QAS being unable to issue the warranty and certifications under clause 12 for those Parts associated with the Parts that are subject to the additional or different damage.

## 7. TECHNICAL DATA CHARGES

The Customer acknowledges that it must provide all Technical Data that QAS does, or may, require to perform the Services of Parts at the time of delivering the Part to QAS. Should the Customer not provide all such Technical Data, QAS may, upon providing written notice to the Customer, require the Customer to pay any charges applicable to the cost of requesting and accessing Technical Data from an Original Equipment Manufacturer, or equivalent, where that Technical Data is required to perform Service of Parts. All such costs and charges shall be in addition to the price set out in the Quotation.

## 8. PRICE AND PAYMENT

Unless otherwise agreed in writing by QAS, the price is an estimate only based on the information provided to QAS. QAS shall endeavour to keep within the estimates provided, however, QAS reserves the right to recover charges for any additional costs. QAS shall communicate the additional charges as soon as practical to the Customer. Unless otherwise stated in the Quotation, all prices quoted are in Australian Dollars (AUD) and inclusive of all applicable goods and services tax (and all other charges, levies, taxes and duties). The Customer shall be liable for all such charges, levies, taxes and duties as part of the price. The Customer shall pay all invoices issued within thirty (30) days from the date of invoice (**Payment Date**). Amounts due to QAS that are not paid on or before the Payment Date may be subject to an interest charge to be reasonably determined by QAS from the Payment Date, until the date payment is made. QAS reserves the right to change the Customer's credit terms at any time.

## 9. SHIPMENT, RISK OF LOSS, PACKING

The Customer agrees to ship the Parts at its cost to and from the QAS premises, unless otherwise agreed. All risk of loss and damage to those Parts remains with the Customer and shall only pass to QAS after the Parts are received at the QAS premises and QAS has notified the Customer of its acceptance of those Parts. All risk in the Parts will pass to the Customer upon QAS notifying the Customer that the Parts are ready for collection. Both parties will ensure that Parts packaging is compliant with ICAO and ATA requirements, or as specified by the Customer, and at Customer's expense.

## 10. TITLE

Title to any Parts sent to QAS will at all times remain with Customer or any other title holder of such Parts, except for components replaced by QAS. Title to replacement components will pass to Customer upon payment. Should the Customer become insolvent (as defined in the Corporations Act 2001 or any similar concept under any law in the world) or commits an act of bankruptcy (as described in the Bankruptcy Act 1966 or any similar concept under any law in the world), title in the Parts will transfer to QAS.

## 11. INTELLECTUAL PROPERTY (IP) RIGHTS.

As between QAS and the Customer, QAS retains all title and all rights to Intellectual Property contained in or used for, any Service performed by QAS on Parts, in the components or Parts supplied to the Customer and in other work or goods provided by QAS under an accepted Quotation or this Agreement. The Customer shall ensure that QAS is granted a licence to use all Intellectual Property in the Technical Data for the Service of the Parts.

## 12. WARRANTY

Subject to clause 6, QAS shall certify with an "Authorised Release Certificate", or where appropriate a "Certificate of Conformity", that Parts have been provided in accordance with this Agreement (**Release Certificate**). QAS warrants the workmanship and/or material used in any Parts for a period of twenty-four (24) months from the date on the Release Certificate. QAS, at its sole discretion, may agree to repair or replace, and return Parts or an item to the Customer delivery point without charge, where any Parts or an item is defective, provided the defect did not result from: (i) conditions resulting from normal wear and tear; (ii) conditions resulting from acts or omissions of Customer, and (iii) conditions resulting from a failure by Customer to properly service and maintain the Parts or an item. To the extent Permitted by Law, no other warranties, expressed or implied, shall be applicable and the foregoing shall constitute Customer's sole right and remedy under this Agreement.

### 13. LIMITATION OF REMEDIES AND LIABILITY.

The warranties, conditions, representations, obligations and liabilities of QAS and the remedies of the Customer expressly stated in this Agreement are exclusive and in substitution for, and the Customer waives, releases and renounces all other warranties and other obligations and liabilities of QAS, and any other rights, claims and remedies of the Customer against QAS, express or implied, arising by Law or otherwise, with respect to any non-conformance or defect in any work under this Agreement, supplies, Parts, spare parts, equipment, any Service (including technical assistance and consulting) and all data and documentation and all other deliverables or other things provided under this Agreement including but not limited to: (i) any implied warranty of merchantability or fitness (ii) an implied warranty arising from the course of performance, course of dealing or usage of trade (iii) any obligation, liability, right claim or remedy in tort, whether or not arising from the negligent act or omission of QAS, and (iv) any obligation, liability, right, claim or remedy for loss or damage to any property of the Customer, including without limitation, any aircraft. The Customer agrees that QAS shall have no obligation or liability, whether arising in contract (including under any warranty), in tort (whether or not arising from the negligent act or omission of QAS), at equity or otherwise under Law, for any direct or indirect loss of use, loss of profits, loss of business, loss of opportunity to make a profit, loss of business opportunity, loss of revenue, downtime costs, loss of capital, loss of goodwill, failure to make savings or anticipated savings or for any other incidental, indirect, consequential or pure economic loss, damages, costs or expenses, or any special, exemplary, punitive or similar damages with respect to any non-conformance or defect in any work under this Agreement, supplies, Parts, spare parts, equipment, any Service (including technical assistance and consulting) and all data and documentation and all other deliverables or other things provided under this Agreement QAS and Customer agree that this clause has been the subject of discussion and negotiation and is fully understood by the parties and that the goods and services and other mutual agreements of the parties set forth in this Agreement were arrived at in consideration of each such provision, specifically including this clause. All limitations and exclusions of liability will operate for the benefit of the QAS and each of the QAS's related bodies corporate, subcontractors and each of the their employees, directors, officers, agents and contractors and the benefit of such limitations and exclusions of liability will be held on trust for and for the benefit of, (such that the limitations and exclusions of liability may be directly enforced by each of the QAS's related bodies corporate, subcontractors and each of the their employees, directors, officers, agents and contractors.

### 14. EXCUSABLE DELAY

QAS will not be liable for any delay in performance or loss or damage whether direct or indirect resulting from a delay arising from any of the following causes (Excusable Delay): (i) acts of God: (ii) war or armed hostilities: (iii) government acts or priorities: (iv) fires, floods, or earthquakes or other inclement weather or natural disasters (v) strikes, labour troubles or any industrial action causing cessation, slowdown or interruption of work (vi) compliance with a direction to make a delivery to anyone pursuant to an Aircraft on Ground (AOG), or, critical request which may affect the ability of QAS to perform in accordance with this Agreement: (vii) inability, after due and timely diligence, to procure materials, systems, accessories equipment or parts: (viii) pandemic; or (ix) any other cause to the extent such cause is beyond the reasonable control and not occasioned by fault or negligence of QAS. In the event of an Excusable Delay, any date for completion of performance the Service (or part thereof) will be equitably extended, at least, by the length of time attributable to the Excusable Delay.

### 15. CANCELLATION

The Customer may cancel this Agreement at any time prior to delivery, provided that QAS will be reimbursed by Customer for all losses (including loss of profit), costs (including labour and materials used or that sourced specifically for the execution of the Quotation), charges and expenses incurred by QAS prior to and as a result of cancellation

### 16. MISCELLANEOUS

Any required notices shall be given in writing at the address of each party as specified in Customer's acceptance of Quotation and the Quotation respectively, or other address as notified in writing. The Customer shall not assign or transfer any of the rights, duties or obligations herein without the prior written consent of QAS and any purported attempt to do so shall be null and void. Any delay by QAS in exercising any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights. Any typographical, clerical or other error or omission in the Quotation, acknowledgment of acceptance, invoice or other documentation issued by QAS shall be subject to correction without liability on the part of QAS. This Agreement shall be governed by, interpreted, construed and enforced in accordance with the law of the State of New South Wales, Australia (Law). The 1980 U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The parties agree that any dispute arising in respect of this Agreement shall be subject to the jurisdiction of the courts within the State of New South Wales and the courts of appeal therefrom.

### 17. ENTIRE CONTRACT

These Standard Terms and Conditions for Service of Parts, the QAS Quotation and any attachments are the terms and conditions of this Agreement. Any additional or different terms and conditions which the Customer may seek to impose are rejected and will not apply to this Agreement. This Agreement represents the entire agreement between the parties in respect of its subject matter and supersedes all other agreements, tendered offers, prior representations, communications, statements and understandings, whether oral or in writing, concerning its subject matter. In the event of an inconsistency between the Quotation and this Agreement, the terms of the Quotation shall prevail to the extent of that inconsistency.