

**1. SUPPLY OF GOODS AND/OR SERVICES**

- 1.1. In consideration of payment of the Price by the Company, the Supplier must supply to the Company the Goods and/or perform the Services in accordance with the Purchase Order (which includes these Purchase Order Terms and Conditions).
- 1.2. To the extent the Supplier's terms and conditions are supplied with the Goods or Services (including as printed on consignment notes or other documents), those terms and conditions will be of no legal effect and will not constitute part of this Purchase Order (even if any representative of the Company signs those terms and conditions or annexes the terms and conditions to this Purchase Order).
- 1.3. Where this Purchase Order relates to Goods and/or Services the subject of a contract between the Supplier and the Company, the terms of that contract apply to the extent of any inconsistency with these Purchase Order Terms and Conditions.
- 1.4. The Supplier must, in supplying the Goods or performing the Services:
  - a. not interfere with the Company's activities or the activities of any other person at the Delivery Address;
  - b. be aware of and comply with and ensure that the Supplier's employees, agents and Suppliers are aware of and comply with:
    - i. all applicable Laws;
    - ii. all Site Standards and Procedures, to the extent that they are applicable to the supply of the Goods or the performance of the Services by the Supplier; and
    - iii. all lawful directions and orders given by the Company's representative or any person authorised by Law to give directions to the Supplier;
  - c. ensure that the Supplier's employees, agents and Suppliers entering the Company's premises perform in a safe manner and are properly qualified for, and skilled in, the performance of their tasks and are of such character as not to prejudice:
    - i. safe working practices;
    - ii. safety and care of property; and
    - iii. continuity of work;
    - iv. site security;
    - v. any other site Specific requirements;
  - d. provide all such information and assistance as the Company reasonably requires in connection with any statutory or HSEC investigation in connection with the supply of the Goods or the performance of the Services;
  - e. on request by the Company, provide to the Company and its employees, agents and consultants any information and assistance required to identify, evaluate, implement and report on any matter required by Law, including:
    - i. producing written reports;
    - ii. recommending efficiency opportunities;
    - iii. collecting data; and
    - iv. monitoring or metering, in respect of anything used, produced or created in connection with the performance of the Supplier's obligations under this Contract.

**2. DELIVERY**

- 2.1. The Supplier must deliver the Goods to the Delivery Address (in accordance with the INCO Terms specified in the Purchase Order) by the Delivery Date.
- 2.2. The Supplier must ensure that the Goods are suitably packed to avoid damage in transit or in storage.
- 2.3. Packages must be marked with the Purchase Order number, item number, destination, contents, quantity, date and method of dispatch and weight of each package and comply with any specific purchase order requirement.

**3. TIME FOR PERFORMANCE**

The Supplier must perform the Services by the date specified in the Purchase Order.

**4. TITLE AND RISK**

- 4.1. Title in the Goods passes to the Company upon payment of the Price.
- 4.2. Risk in the Goods passes to the Company when the Goods are delivered to the Delivery Address in accordance with the INCO Terms specified in the Purchase Order.

**5. PRICE**

- 5.1. The Company must pay the Supplier the Price for the Goods and/or Services.

- 5.2. The Price is inclusive of all costs incurred by the Supplier in the supply of the Goods and/or performance of the Services including all charges for packing, insurance and delivery of the goods and the cost of any items used or supplied in the performance of the Services.

- 5.3. The Price is inclusive of all taxes and duties, except GST.

- 5.4. The Price is inclusive of all costs incurred by the Supplier in the supply of the Goods and/or performance of the Services including all charges for packing, insurance and delivery of the goods and the cost of any items used or supplied in the performance of the Services.

- 5.5. The Price is inclusive of all taxes and duties, except GST.

**6. GST**

- 6.1. If GST is imposed on any supply made by the Supplier under or in connection with this Purchase Order, the Supplier may recover from the Company, in addition to the Price, an amount equal to the GST payable in respect of that Supply.

- 6.2. The Supplier must first provide the Company with a valid tax invoice before the Company will pay the GST amount to the Supplier.

**7. INVOICING**

- 7.1. Upon delivery of the Goods and/or completion of the Services, the Supplier must provide to the Company:

- a. where the Supplier has entered into an RCTI Agreement with the Company, a Supplier Reference Document; or
- b. a valid tax invoice, which must include the information set out in clause 7.3.

- 7.2. The Company will, as soon as practicable after approval of the Supplier Reference Document by the Company, generate a Recipient Created Tax Invoice.

- 7.3. A Supplier Reference Document and any invoice must include the following details:

- a. a reference to this Purchase Order and the relevant Contract (if any) including the line item numbers on the Purchase Order and the Contract number;
- b. a detailed description of the delivered Goods or performed Services, including the date of delivery and/or period of Services in respect of which the Supplier Reference Document or invoice relates and the relevant quantity;
- c. an individual reference number for the Company to quote with remittance of payment;
- d. the Price relating to the Goods and/or Services, broken down to reflect the same Price components on the Purchase Order;
- e. the amount of any applicable GST;
- f. Company name and address, and;
- g. Company contact name and details.

- 7.4. If the Company requests, the Supplier must provide the Company with all relevant records to calculate and verify the amount set out in any Supplier Reference Document or any Invoice.

- 7.5. The Company is not obliged to approve a Supplier Reference Document or any invoice submitted in accordance with clause 7.1(b), and may withhold approval and/or money due to the Supplier under this Contract if the Goods or Services (or any part of them) are Defective.

- 7.6. Subject to clause 7.5, the Company will pay all Recipient Created Tax Invoices and all invoices that comply with clause 7.3 within 30 days of their generation or receipt (as the case may be), except where the Company disputes the Supplier Reference Document or invoice, in which case:

- a. the Company may withhold payment pending resolution of the dispute; and
- b. if the resolution of the dispute determines that the Company must pay an amount to the Supplier, the Company must pay that amount upon resolution of that dispute.

- 7.7. The Company may reduce any payment due to the Supplier under this Contract by any amount which the Supplier must pay the Company, including costs, charges, damages and expenses and any debts owed by the Supplier to the Company on any account whatsoever. This does not limit the Company's right to recover those amounts in other ways.

**8. QUALITY**

- 8.1. The Goods and/or Services must match the description referred to in the Purchase Order.

- 8.2. If the Supplier gave the Company a sample of the Goods or a demonstration of the Services, the Goods and/or Services must be of the same nature and quality as the sample or demonstration given.
- 8.3. The Goods and/or Services must be fit for the purpose for which goods and/or services of the same kind are commonly supplied or bought and for any other purpose the Company specifies.
- 8.4. The Goods must be of merchantable quality and, unless otherwise specified in the Purchase Order, must be new.
- 8.5. If required by the Company, the Supplier will provide a Certificate of Conformance or such other quality documentation as required to confirm the authenticity, origin and or compliance to specification and performance of the goods.
- 8.6. Quality Management System (QMS) Approval – Quickstep Suppliers shall have an appropriate and compliant quality management system for the Goods/Services provided with recognized 3rd party accreditation as the preferred QMS system approval. Any changes such as withdrawal, disapproval, or probation of the Suppliers QMS approval shall immediately be communicated to Quickstep in writing. Quickstep shall inform Suppliers of any specific authority and customer requirements applicable
- 8.7. Any significant changes to the Supplier Goods/Services, methods, processes, equipment, external providers, location of manufacture, change in ownership etc. shall require prompt written notification of changes to Quickstep to obtain approval.
- 8.8. Access to Suppliers Facilities (Right of Access): The Supplier and when required, the Suppliers sub-tier or sub-contract sources shall provide all reasonable access, assistance, facilities, privacy and equipment to Quickstep, Quickstep Customers, and Regulatory Authority Representatives for the performance of quality assurance activities such as quality system assessment, audits, and inspections related to the execution of the contract.
- 8.9. Customer Approvals: Compliance with end customer approvals or qualified products lists - Some raw materials, components, standards, special processing services and support testing shall be procured only from sub tiers with the appropriate approval by Quickstep's end customer or OEM. The Supplier must ensure that, when applicable, only customer approved sources are used.
- 8.10. Training and Certification of Personnel: Where required by drawing, specification or agreement, the Supplier shall ensure that only adequately trained and certified personnel carry out specific tasks. The Supplier shall maintain records of approval, training, and re-certifications.

The Supplier shall ensure their Personnel are aware of:

- Their contribution to product or service conformity
- Their contribution to product safety
- The importance of ethical behaviour

- 8.11. The Supplier shall plan, implement and control a process appropriate to the organisation and its scope of work that identifies and prevents the use of unapproved or suspected unapproved products.
- 8.12. Control of Non-Conforming Outputs: Any Goods/Services that do not fully conform to the type design criteria and/or the Quickstep Purchase Order requirements must be referred to Quickstep for disposition in writing. Materials provided Customer Furnished (free in aid) may not be scrapped without Quickstep's permission. Application to Quickstep for disposition of products identified as Non-Conforming must be made in writing to Quickstep. Any unworkable conditions must be reported to Quickstep and any other stakeholders promptly.
- 8.13. Retention of Records: Quality records shall be maintained on file and be traceable to the conformance of product/part numbers delivered to Quickstep. Records shall be available on a timely basis (i.e., 1-3 days at most) to Quickstep, Quickstep Customers and the Regulatory Authorities as required. The records shall be maintained for a period of not less than 10 years unless otherwise stated on the Purchase Order and/or Contract, at which point application to Quickstep may be made for permission to dispose of the records or return them to Quickstep. Records shall be retained in a safe storage location with protection from fire, water, pests and any chemicals that might cause deterioration.

## 9. WARRANTY PERIOD

- 9.1. Where the Goods and Services include delivery and installation the Supplier will perform installation and commissioning testing and calibration to the satisfaction of the Company and if required provide certification of the goods to the specifications included in the Purchase Order. The warranty period will not commence until the date of such certification.
- 9.2. If, during the Warranty Period, any of the Goods or Services are found to be Defective, the Company may:
- a. return the Defective Goods to the Supplier;

- b. reject the Defective Services ;
- c. repair or make good the Defective Goods; or
- d. re-perform or make good the Defective Services.

## 9.3. The Supplier must:

- a. repair or replace the Defective Goods;
- b. re-perform or make good the Defective Services; or
- c. reimburse the Company for any expenses incurred in repairing, re-performing or making good (as the case may be) any Defective Goods or Services, at the Supplier's cost, if requested to do so by the Company.

## 10. DEFINITIONS

**Company** means the Quickstep Holdings Ltd or the Quickstep Holding Ltd subsidiary entity named in the Purchaser Order.

**Supplier Reference Document** means a delivery document, dispatch note, time sheet, claim form or such other document which evidences the delivery of Goods or performance of Services.

**Defective** means Goods and/or Services (or any aspect of them) which are not in accordance with the Purchase Order or which are damaged, deficient, faulty, inadequate or incomplete.

**Delivery Address** means the place for delivery specified on the Purchase Order.

**Delivery Date** means the delivery date specified on the Purchase Order. Goods means the goods, if any, described on the Purchase Order.

**Goods** means the goods, if any, described on the Purchase Order.

**GST** has the meaning given to that term under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**HSEC** means health, safety, environment and community.

**Law** means:

- a. Commonwealth, State and local government legislation including regulations, bylaws, orders, awards and proclamations;
- b. common law and equity;
- c. Authority requirements and consents, certificates, licences, permits and approvals (including conditions in respect of those consents, certificates, licences, permits and approvals); and
- d. guidelines of Authorities with which the Supplier is legally required to comply.

**Purchase Order** means the purchase order for Goods and/or Services issued by the Company to the Supplier from time to time containing, amongst other things, a description of the Goods and/or Services.

**Price** means the price set out in the Purchase Order that is exclusive of GST, but is inclusive of all other costs and charges.

**RCTI Agreement** means an agreement in the form provided by the Company and entered into between the Supplier and the Company or a related entity of the Company pursuant to which the parties have agreed that the Company will issue Recipient Created Tax Invoices in respect of all Goods and Services provided by the Supplier.

**Recipient Created Tax Invoice** has the meaning prescribed in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Services** means the services, if any, described on the Purchase Order.

Site Standards and Procedures means:

- a. QS-FAC-007 –Contractor Site Induction;
- b. SWMS – Safe Work Method Statement ;
- c. QS-WHSE-010 Emergency Response and Fire Management;
- d. QS-HRD-009 Code of Conduct, and any other guidelines, rules, requirements or Site specific conditions which the Company makes available to the Supplier from time to time.

**Supplier** means the party identified as such in the Purchase Order.

**Warranty Period** means the period of 24 months commencing on the date of delivery of the Goods and/or 12 months from the date on which the Service is performed or such longer period as offered in the Suppliers quotation.