

Vendor / Sub-Contractor Terms & Conditions

A. DEFINITIONS AND APPLICABILITY

1. The present Vendor / Sub-Contractor Terms and Conditions for the Supplier shall apply to all goods or services identified in the present Agreement and/or Purchase Order (hereinafter the "PO") issued by **Hofmann Engineering** (hereinafter the "Company"), unless: (i) the parties have otherwise agreed in writing, or (ii) there is superseding contract concerning this transaction. In such circumstances, provisions of the specific agreement between the parties shall prevail over these General Terms. References to the "Supplier" in these General Terms shall include "supplier", "seller", "service provider", "contractor" and "vendor".

B. PURCHASE ORDER / CONTRACT FORMATION

2. These terms and conditions apply to all Purchase Orders issued by Hofmann Engineering. Upon the suppliers acceptance (whether in writing or by conduct) of the purchase order, the supplier agrees to these terms and conditions.
3. An offer, quotation or unconfirmed Purchase Order (PO) is only an offer to enter into an agreement. A goods and/or services agreement (hereinafter referred to as "Agreement") is concluded only after the Supplier's acceptance (whether written confirmation or by conduct) of the PO or by delivery of the goods and/or service. The Parties may also formalize the agreement in written contract encompassing the commercial terms and conditions of the Agreement.
4. Any variation to this agreement, including any purchase order or specifications, must be in writing and signed by both parties.

C. PROVISIONS APPLICABLE TO SUPPLY OF GOODS AND SERVICES

5. *Quality and Description.* The supplier warrants that the goods or services are to be delivered to our works or depots as ordered. They must be delivered in good

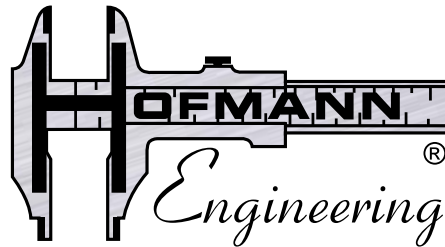
order and condition and exactly in accordance with our Purchase Order or any Specification mentioned.

6. *Samples and Inspection.* Goods and services described in the order will not be accepted until the company has, within reasonable period after delivery, inspected and tested the same. The company, or a third party appointed by the company, may inspect the goods and/or services at the vendor/sub-contractor's premises or any other location where the goods and/or services are located. Any inspection by the company shall in no event relieve the vendor/sub-contractor from any liability nor imply the company's acceptance of the goods and/or services.

7. *Intellectual Property.* "Background IP" shall mean any information, documentation, designs, technical drawings, software (system and application software), algorithms, elaborated design data, technical or industrial data, tools, knowledge, knowhow, trade secrets, equipment and services process, methodology, and any intellectual property therein, regardless of their support and whether or not protected by an intellectual property right, developed, created or acquired by a party independently of the execution of an order. The Background IP shall remain at all times the property of the said Party and its affiliate(s). The company hereby grants a non-exclusive, non-assignable, revocable license to the vendor/sub-contractor to use any company Background IP including drawings, specifications and other data provided or paid for by the company hereunder, for the sole purpose of performing the order. The vendor/sub-contractor grants to the company a fully paid up, non-exclusive, worldwide, non-transferable license to use the vendor/sub-contractor Background IP necessary to use, manufacture, or have manufactured, commercialize, sell and maintain or have maintained the goods and/or services.

8. *Subcontracting.* The supplier must not subcontract any manufacture of, or the supply of products or services as stated on the purchase order to any third party without prior written consent and agreement by Hofmann Engineering

9. *Delivery Date.* The parties have agreed to the delivery dates established on the purchase order. We may at our sole discretion agree to accept deliveries after the date established on the purchase order. We may in such an instance hold Seller responsible for all costs



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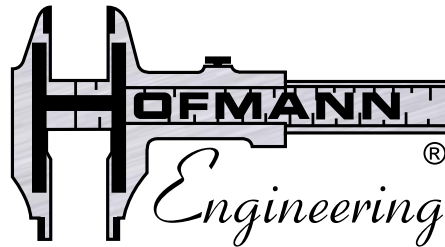
occasioned to us as a result of late delivery which may include any reasonable additional cost to us resulting from expediting shipment. Any such acceptance of late deliveries shall be at such reduction in price as is equitable under the circumstances unless such late delivery arises out of causes beyond the control and without the fault or negligence of Seller and or the selected contractor. Acceptance of late deliveries shall not relieve the Seller of the obligation to make future deliveries in accordance with the delivery schedule established within the purchase order. Notwithstanding the above, we reserve the right to cancel our order or any part thereof in the event of late deliveries. Any variation to this agreement, including any purchase order or specifications, must be in writing and signed by both parties.

10. **Packing Charges.** No charge will be allowed for wrapping, containers, boxing or cartage, unless stated herein. All articles shall be suitably packed or otherwise prepared for transportation so as to secure the lowest transport and insurance rates and in accordance with carrier's requirement.
11. **Freight Charges:** No delivery charges will be accepted unless the Transport Company nominated by Hofmann Engineering Pty Ltd is carrying the goods.
12. **Risk and Loss.** By accepting our Order the Seller agrees to indemnify the Purchaser against all suits, costs and expenses in respect of any bodily injury to persons and/or loss of or damage to property, actual infringement of any letters, patent, trademarks or process of manufacture in respect of the articles hereby ordered. If a judgement of a court competent jurisdiction is obtained in respect of any such infringement the purchaser may forthwith cancel our contract. All our property such as mentioned hereof must be fully insured by the acceptor of our purchase order against all risk of whatsoever nature until they have been received back by us.
13. **Warranty.** The Supplier warrants and represents to the Company that: (i) it has the skills and judgment and knowledge of best industry practices and procedures necessary to undertake the order, (ii) the goods and/or services supplied shall conform to the quality, quantity, frequency, number, description, and conditions required by the Agreement and/or PO, (iii) Any goods and/or products supplied or used by the Supplier in the performance of the Services shall be free from any

defect in materials and/or workmanship at the time of the supply, and are fit for the intended purpose, free from any defect in materials and/or workmanship, are delivered in accordance with the Agreement and/or PO, conforms with all applicable standards and come with a warranty from the Supplier to the Company. The warranty period shall end twelve (12) months after the receipt of the goods or services. All costs resulting from applying the warranty and the company setting up corrective actions will be paid by the supplier, by mutual agreement, in accordance with the company's vendor non-conformance procedure.

D. STANDARD PROVISIONS

14. **Correspondence and Invoices.** All invoices and documents must make reference to the purchase order number and comply with the instructions as detailed on the purchase order.
15. **Ownership.** Title to goods passes to the company upon the earlier of payment of contract price or delivery to the nominated delivery point. Where progress payments are made then title to the materials and labour costs passes to us. Risk shall remain with you until delivery of goods to the nominated delivery point.
16. **Confidentiality.** Confidential Information" shall mean any information, including, but not limited to, data, business information, technical information, specifications, drawings, sketches, models, records, samples, tools, software and documentation, written, oral or otherwise and designated as being of a confidential nature by the company. Confidential Information shall remain the company's property. All copies of such Confidential Information in written, graphic or other tangible form shall be returned to the company upon request at any time or shall be otherwise disposed of as directed by the company. The vendor/sub-contractor shall not at any time divulge, disclose or otherwise furnish to any third party any Confidential Information, except upon prior written authorization of the company. The vendor/sub-contractor shall reveal the Confidential Information only to its employees or subcontractors to whom disclosure is necessary for them to perform their duties, pursuant to the order. The vendor/sub-contractor shall impose this obligation of confidentiality on its employees and subcontractors. These obligations of confidentiality



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shall survive for a period of five (5) years from the completion or termination of the order.

17. *Terms of Payment.* Unless otherwise specified on the Agreement and/or PO, the Company will apply standard payment terms at forty five (45) days proxy from end of month in which the goods or services were received.
18. *Anti-bribery and Corrupt Practices.* The Supplier acknowledges that the Company will not tolerate any form of bribery and corruption in any of its business activities. The Supplier shall comply fully with this position as a condition of doing business with the Company. The Supplier agrees that any findings showing its involvement in bribery or corruption could be considered by the Company as material breach of the Agreement and/or PO, and that the Company may terminate the Agreement and/or PO with immediate effect if it determines that the Supplier has been involved in bribery or corruption. For clarity, Bribery is defined as the giving or receiving of anything of value (including but not limited to cash, gifts, or entertainment) in return for a business advantage or to reward or to induce improper performance. Corruption is defined as the abuse of power for personal gain.
19. *Modern Slavery.* The supplier acknowledges that the company has an obligation to comply and strive to meet international standards around modern slavery as defined in the Commonwealth of Australia Modern Slavery Act 2018. The supplier warrants to the company, at the date entering in this purchase order and/or agreement has no knowledge of any Modern Slavery Offence currently occurring within its organisation or supply chain and the supplier ensures itself and where reasonably practical its suppliers, are compliant will applicable laws, statutes and regulations in force pertaining to Modern Slavery.
20. *Governing Law.* By accepting our Order, the Supplier agrees that the Order will be governed in accordance with the laws of Australia and the parties submit to the jurisdiction of the courts of Western Australia.
21. *Supplier Code of Conduct.* Goods or services must be provided in agreement with the Hofmann Engineering Supplier Code of Conduct MF0183.