

GENERAL CONDITIONS OF PURCHASE FOR GOODS AND/OR SERVICES

Rheinmetall Defence Australia Pty Ltd (ABN 62 137 668 092) (**RDA**) has issued a Purchase Order for the delivery of Supplies based on these General Conditions of Purchase for Goods and/or Services (**General Conditions**).

The Supplier acknowledges that RDA has entered into contracts with government customers, both in Australia and potentially in overseas jurisdictions (**Prime Contracts**). These Prime Contracts may require specific flow-downs into its supply contracts, some of which are included in these General Conditions.

1 Purchase Order and General Conditions

- (a) Subject to clause 1(b), the contract between RDA and the Supplier comprises the Purchase Order and these General Conditions (including any documents expressly mentioned therein) (**Contract**). If there is any ambiguity or inconsistency between the Purchase Order and these General Conditions, the Purchase Order will have precedence to the extent of the ambiguity or inconsistency.
- (b) If the Purchase Order is issued under the terms of an existing contract or a standing offer (as specified in the Purchase Order), the terms of that existing contract or standing offer will apply and these General Conditions will have no effect.

2 Supplies

- (a) The Supplier agrees to provide the Supplies to RDA and RDA agrees to purchase the Supplies in accordance with the terms of the Contract. Upon receipt of a Purchase Order, a separate contract will be formed for the supply of the relevant Supplies specified in the Purchase Order. The Supplier must provide an order confirmation within three (3) Working Days.
- (b) The Supplier agrees that any terms and conditions issued by the Supplier to RDA, including as part of an invoice or quotation, will have no effect on and will not govern the Contract.

3 Delivery and Delay

- (a) The Supplier must provide the Supplies to RDA at the Delivery Location and on the Delivery Date in accordance with the Purchase Order. If the Supplier believes that any Delivery Date(s) will not be met, the Supplier must immediately provide written notice to RDA. The Supplier will take all reasonable steps to prevent and minimise any delay, as well as mitigate any losses of either party which relate to any delay caused by the Supplier.
- (b) The Supplier must ensure that the Supplies comply with the RDA Shipping Requirements.

4 Title and Risk in the Supplies

Title in the Supplies will pass from the Supplier to RDA when RDA has expressly accepted the Supplies in accordance with the Contract after inspection (**Acceptance**). Risk of loss or damage to the Supplies will be determined in accordance with the applicable Incoterms shown on the applicable Purchase Order.

5 RDA Materials

Any RDA Materials that are produced by the Supplier for the purposes of the Contract or which are provided to the Supplier by RDA, remain the property of RDA and must not be used by the Supplier to reverse engineer, develop or supply products to any third party without RDA's prior written consent.

6 Authorisations and Export Requirements

The Supplier must obtain any necessary export licences, licences, accreditations, permits, registrations, regulatory approvals or other documented authority (however described) required by law and necessary for the provision of the Supplies and arrange any necessary regulatory transport and entry permissions for the Supplies. RDA shall not be liable to reimburse the Supplier for any fines or penalties imposed on the Supplier, a Supplier related entity or any of their directors, employees, contractors or agents by any Australian or foreign regulatory authority (including customs authorities) from time to time in force, for any offence committed under the relevant legislation.

7 Quality Assurance

The Supplier:

- (a) is responsible for undertaking quality assurance in respect of the Supplies, including undertaking testing of the Supplies prior to delivery;

- (b) must maintain a quality management system which either is compliant with, or equivalent to the Quality Management Systems – Requirements, Standard ISO 9001: 2015 (Quality Management System), Government Quality Assurance (as applicable), or other such system which may be applicable to the supply of the Supplies;
- (c) must comply with RDA's Supplier Quality Requirements in place at the date the Purchase Order is issued;
- (d) must at the time of delivery, provide RDA with evidence of the quality inspection and testing undertaken with respect to the Supplies;
- (e) must provide all information in English;
- (f) must quote all measurements of physical quantity in Australian legal units as prescribed under the *National Measurement Act 1960* (Cth); and
- (g) must keep all records of its compliance with the quality management requirements for a minimum of seven (7) years from the Acceptance of the last Supplies.

8 First Article Inspection

If the requirement for a First Article is referenced in the applicable Purchase Order, the following provisions of this clause 8 will apply in respect of the First Article.

- (a) The First Article must meet the Specifications.
- (b) If the First Article is rejected by RDA, the Supplier will, if requested by RDA, submit a new or modified First Article, for the First Article approval inspection within fifteen (15) Working Days of receipt of the request in writing, or other reasonable timeframe agreed in writing by the parties.
- (c) The costs of additional First Article approval inspection, as well as any related costs, will be borne by the Supplier. The Supplier agrees to pay those costs to RDA on demand. Alternatively, RDA may notify the Supplier of those costs and treat them by way of a set off against any future invoice for Supplies supplied by the Supplier.
- (d) The Supplier shall be responsible for providing spare parts, support and attending to any required repair of the First Article during any First Article approval inspection.
- (e) RDA will use its best efforts to ensure the Supplier is given a reasonable opportunity to undertake rectification, modification or improvement activities to the First Article to satisfy RDA that the First Article meets the requirements set out in clause 8(a).
- (f) If the Supplier fails to deliver the First Article by the applicable Delivery Date, or if RDA rejects any First Article, and the Supplier fails to remedy any default or re-deliver the First Article within the fifteen (15) Working Days referred to in clause 8(b), RDA may, without prejudice to any other right or remedy, terminate the Contract by written notice and without any liability to the Supplier.
- (g) If RDA rejects the First Article referred to in clause 8(b) or exercises its termination rights under clause 8(f), the Supplier must, at RDA's request, remove the First Article from the location specified by RDA at the Supplier's own cost. If the Supplier fails to remove any relevant First Articles, RDA may either engage a third party to remove the First Articles or do so itself. In either case, the Supplier must pay the reasonable costs incurred by RDA in doing so as a debt due and owing.
- (h) Until First Article approval is granted, only costs for the First Article and costs incurred in accordance with such authorisation will be payable by RDA under the Contract.
- (i) Nothing in this clause 8 has the effect of amending any other details in relation to the supply of the Supplies, including Delivery Dates, as set out in the applicable Purchase Order.
- (j) Unless otherwise required by the applicable QSB Codes, the Supplies will be delivered to the Delivery Location by the Delivery Date nominated in the applicable Purchase Order covering the First Article.

9 Acceptance of Supplies

This clause 9 applies to all Supplies other than the First Article.

- (a) RDA may accept or reject Supplies:
 - (i) where the Delivery Location is not within Australia, within forty (40) Working Days of the delivery of the Supplies to the Delivery Location(s); or
 - (ii) where the Delivery Location is within Australia, within twenty (20) Working Days of the delivery of the Supplies to the Delivery Location(s).

- (b) Where, upon inspection by RDA, Supplies delivered to RDA do not meet the Specifications, and without prejudice to any other rights of RDA in respect of the Contract, RDA may at its sole discretion, either:
 - (i) require the Supplier to promptly collect, remove or return the relevant Supplies to the Supplier, at the Supplier's cost which is to be reimbursed as either a debt due and owing to RDA, or a deduction of any money payable to the Supplier, or as a refund of monies paid by RDA for the Supplies as a debt due and owing, or
 - (ii) request that the Supplier supply replacement Supplies that comply with the Specifications at no additional cost to RDA; or
 - (iii) seek supply of the Supplies which meet the Specifications from a third party supplier, whereby the Supplier indemnifies RDA for any additional costs incurred by RDA as a consequence of having to acquire alternative goods or services as substitutes for the relevant Supplies; and
 - (iv) terminate the Contract in accordance with clause 24.

10 Engineering Change

- (a) The Supplies may be subject to engineering changes as part of RDA's product development process and/or to meet its government customer requirements under its Prime Contracts.
- (b) Where an engineering change affects the form, fit or function of an item forming part of the Supplies, the Specifications may become obsolete and subject to replacement. Where this is intended to occur, RDA will provide the Supplier with the opportunity to price the replacement item forming part of the Supplies. Any price change proposed by the Supplier in this regard must be supported by written justification and evidence.
- (c) Where RDA agrees to a proposed price change it will notify the Supplier accordingly and the parties will agree and execute a written variation to reflect the new details relating to the relevant Supplies.

11 Supplier's Warranties in Relation to Supplies

- (a) The Supplier represents and warrants to RDA and it is a condition of the Contract that:
 - (i) the Supplies:
 - A. comply with the Specifications and the requirements as set out in the applicable Purchase Order;
 - B. comply with all applicable standards relevant to the Supplies as set out in the Contract;
 - C. comply with all applicable legislation including legislation relevant to the Supplies;
 - D. are free from any encumbrance, lien, mortgage, security or charge in favour of a third party or any other third party interest, from the time of delivery to RDA; and
 - E. are of good merchantable quality and fit for purpose,
 - (ii) the Supplier:
 - A. has the necessary skills, resources and experience to supply the Supplies; and
 - B. will comply, and will take reasonable steps to ensure that its personnel and subcontractors comply, with RDA's Codes of Conduct and Ethical Standards in relation to its supply of the Supplies and any other policies as advised to the Supplier from time to time.
- (b) Nothing in the Contract operates to exclude or limit the extent of any guarantee, warranty or condition implied by law in respect of the supply of Supplies of the kind being acquired under the Contract.
- (c) The Supplier acknowledges that RDA can assign the benefits of the warranties set out in this clause 11 to any nominee provided that RDA provides prior written notice to the Supplier of the identity of the relevant nominee.

12 Warranty Period and Defects

- (a) Despite Acceptance of any Supplies by RDA, the Supplier must promptly remedy, at its cost, any Defects in the Supplies notified by RDA to the Supplier at any time within the Warranty Period.
- (b) The Supplier will be responsible for any costs of repairing, removing and replacing Supplies that are subject to a Defect notified in accordance with clause 12(a).
- (c) Where the Supplier is notified of a Defect in any Supplies under clause 12(a), the Supplier must either repair or replace the relevant Supplies within ten (10) Working Days of the date of the notification.

- (d) Where the Supplier fails to repair or replace the Supplies subject to the Defect within the time period referred to in clause 12(c), RDA may remedy the Defect itself or through a third party with the costs incurred by RDA in remedying the Defect to be payable to RDA by the Supplier as a debt due and owing.

13 Notification of Defects

If the Supplier becomes aware of any Defect in the Supplies which adversely affects or is likely to adversely affect:

- (a) the safety of the Supplies or the safety of persons, the Supplier must notify RDA of the Defect within one (1) Working Day; or
- (b) the operational capability of the Supplies, the Supplier must notify RDA within five (5) Working Days.

14 Compliance with Laws

- (a) The Supplier shall, in the performance of the Contract, comply with and ensure its officers, employees, agents and subcontractors comply with, the laws from time to time in force in the State of Queensland, Australia, or other jurisdictions in which the provision of the Supplies relate.
- (b) The Supplier shall comply with its obligations under the *Workplace Gender Equality Act 2012* (Cth) (**WGE Act**). If the Supplier becomes non-compliant with the WGE Act during the performance of the Contract, the Supplier shall promptly notify RDA.
- (c) The Supplier shall comply with its obligations under the *Privacy Act 1988* (Cth). The Supplier must notify RDA immediately if it becomes aware of any breach or possible breach which relates to personal information provided during the performance of the Contract.

15 Work Health and Safety

- (a) The Supplier shall comply with all of its obligations under applicable Work Health and Safety (**WHS**) legislation (which may include WHS legislation of another jurisdiction which is relevant to the provision of the Supplies in accordance with clause 14(a)).
- (b) The Supplier warrants that:
- (i) it gives, at all times, prudent and comprehensive consideration to any applicable work health and safety implications which includes a system for identifying and managing work health and safety risks; and
- (ii) its personnel have the appropriate authorisations, licences and any prescribed qualifications which are relevant to the provision of the Supplies.
- (c) If requested by RDA, the Supplier will provide:
- (i) within five (5) Working Days, any information or copies of documentation relating to the Supplier's compliance with any WHS legislation (which may include formal notices by a regulatory agency, responses to those notices or formal notices issued by any health and safety representative); and
- (ii) access to RDA or its nominees (which may include representatives of RDA's government customers, a right to audit the Supplier's obligations under this clause 15). In the event of any non-compliance identified, RDA may direct the Supplier to take specified measures which RDA or its government customers consider reasonably necessary to achieve compliance with the Supplier's obligations under this clause 15.
- (d) In the event the Supplier becomes aware of any intention of a regulatory authority to cancel any authorisation or licence required under this clause 15, the Supplier must promptly advise RDA.

16 Security Requirements

- (a) The Supplier acknowledges that RDA may have significant obligations in the Prime Contracts which relate to its government customers' security.
- (b) In the event that any of the obligations referred to in clause 16(a) are determined (whether by RDA or its government customers) to be relevant to the performance of the Contract, RDA will advise the Supplier and the Supplier will do all things reasonably necessary to ensure compliance with those obligations. This may include compliance with various policies, frameworks and/or an obligation for Supplier personnel to obtain individual security checks, clearances and accreditations.
- (c) With respect to any information and communications technology owned or controlled by the Supplier, the Supplier will do all things reasonably required to be in compliance with the "Essential Eight" principles released by the Australian Signals Directorate which is published at [Essential Eight | Cyber.gov.au](https://www.cyber.gov.au/essential-eight).

17 Modern Slavery

- (a) The Supplier warrants that:
 - (i) the Supplier and, to the best of its knowledge and belief having made reasonable enquiries, its supply chain, have not been convicted of any offence involving Modern Slavery (as defined in the *Modern Slavery Act 2018* (Cth) and the *Modern Slavery Act 2018* (NSW)); and
 - (ii) the Supplier and its supply chain will conduct their business in a manner so as to reduce the risk of Modern Slavery in their operations and supply chains.
- (b) If the Supplier becomes aware of any actual, potential or perceived Modern Slavery in its operation or its supply chain it:
 - (i) must immediately provide written notice to RDA; and
 - (ii) take all reasonable action to address or remove these practices.
- (c) The Supplier must provide reasonable assistance (including the provision of information and access to documents) that RDA reasonably requires to enable RDA to comply with its obligations under the *Modern Slavery Act 2018* (Cth) and any other applicable state legislation dealing with modern slavery, as the case may be.

18 Intellectual Property Rights

- (a) As part of the Supplies, the Supplier shall furnish to RDA all technical data, which includes all technical know-how and information produced, acquired or used by the Supplier in relation to the Supplies and includes all data, databases, manuals, handbooks, designs, standards, specifications, reports, writings, models, sketches, plans, drawings, calculations, source code, software design data, test results, software updates and software upgrades and other items describing or providing information relating to the Supplies or their operations.
- (b) Ownership of all Developed IP under the Contract vests, on its creation, with RDA. For the avoidance of doubt, nothing in the Contract affects the ownership of either party's respective Background IP.
- (c) The Supplier grants to RDA (and must ensure that relevant third parties grant RDA) an irrevocable, non-exclusive, worldwide, perpetual, royalty free licence with the ability to sub-licence in respect of all Supplier and/or third party Background IP, which includes rights to:
 - (i) properly use, maintain, uninstall, decommission and dispose of the Supplies or any support system to which they relate;
 - (ii) adapt, modify and develop (including by a third party) the Supplies or any support system to which they relate;
 - (iii) properly use and support the Supplies throughout their Life-of-Type upon termination of the Contract; and
 - (iv) remedy any Defects or omissions in the Supplies.
- (d) The Supplier warrants that it has all Intellectual Property Rights and Moral Rights necessary to provide the Supplies to RDA and licences those rights to RDA to allow RDA to have the full benefit of the Supplies.
- (e) The Supplier shall furnish to RDA an IP catalogue detailing the Intellectual Property Rights associated with the Supplies upon request.
- (f) The Supplier warrants that the provision of the Supplies in accordance with the Contract will not infringe any third party's Intellectual Property Rights or Moral Rights.
- (g) The Supplier indemnifies each of RDA, its affiliated entities and each of their officers, employees, agents, licencees and sublicensees against any and all liability, loss, damage, cost (including the cost of settlement and legal costs and expenses associated with defending and settling any claim on a solicitor client basis), compensation or expense incurred which arises out of any action, claim, dispute, suit or proceeding brought by any third party in respect of infringement or alleged infringement of that third party's Intellectual Property Rights or Moral Rights arising out of or in any way connected with the Supplies.
- (h) The obligations and indemnity in this clause 18 survive termination or expiry of the Contract.

19 Insurance

- (a) The Supplier must, at a minimum, maintain:
 - (i) public liability and products insurance for a minimum amount of AUD\$10 million per occurrence (and for product liability AUD\$10 million in annual aggregate);
 - (ii) professional indemnity insurance for a minimum amount of AUD\$5 million per claim and in annual aggregate;

- (iii) product risk insurance, i.e. property, marine transit or construction insurance, to cover the replacement cost of the Supplies to the extent that the Supplier is on risk for them; and
 - (iv) workers' compensation insurance as required by law.
- (b) The Supplier must provide to RDA a copy of the certificate of currency for each insurance policy listed in clause 19(a) within five (5) Working Days of receipt of a request from RDA.

20 Indemnity

- (a) The Supplier indemnifies RDA, its affiliate entities, successors, assignees, customers and each of their officers, employees, contractors or agents and users of the Supplies from and against any and all liability, actions, suits, claims, demands, costs (including the cost of settlement and legal costs and expenses associated with defending and settling any claim on a solicitor client basis), compensation or expense sustained or incurred for:
- (i) any breach of the Supplier's warranties in clauses 11 and 12 of the Contract;
 - (ii) any personal injury or death arising out of, or as a consequence of a default or unlawful or negligent act or omission on the part of the Supplier, its officers, employees, contractors or agents;
 - (iii) any damage to real or tangible property arising out of, or as a consequence of a default or unlawful or negligent act or omission on the part of the Supplier, its officers, employees, contractors or agents; and
 - (iv) any breach or alleged breach of any duty:
 - A. of confidentiality; or
 - B. in relation to the protection of personal information,which arises directly or indirectly from a breach of the Supplier, its officers, employees, contractors or agents.
- (b) The indemnities in the Contract survive termination or expiration of the Contract.

21 Price

- (a) The price for the Supplies as set out in Purchase Order is inclusive of all relevant taxes and levies (including customs duties and import tariffs, but excluding GST), duties and government charges imposed or levied in Australia or overseas relevant to the Supplies (**Price**).
- (b) The Supplier acknowledges and agrees that the Supplies include all incidental and related work which may arise from matters contemplated by the description of the Supplies and it has made allowances in the Price and any rates or prices used to calculate the Price for all the risks and other matters.

22 Payment and Invoice

- (a) The Supplier may invoice RDA for the Price after Acceptance of the Supplies, unless otherwise specified in the Purchase Order or unless the Supplies have been rejected by RDA in accordance with clause 8. For clarity, the Supplier may not invoice RDA for Supplies that have been rejected by RDA in accordance with clause 8.
- (b) RDA will pay any correctly rendered and undisputed invoice issued by the Supplier within thirty (30) days from the end of the month in which the invoice is received by RDA.
- (c) All payments will be on account only and will not be an admission that the Supplies comply with the Contract. If at any time after payment the Supplies are returned to the Supplier for any reason contemplated in the Contract, the Supplier will refund any amounts paid in respect of those Supplies to RDA.
- (d) RDA may set off any amounts payable by RDA to the Supplier against any amount payable to RDA by the Supplier on written notice to the Supplier.
- (e) The Supplier must submit a correctly rendered invoice to RDA accounts at RDA.Accounts@Rheinmetall.com.au. An invoice is correctly rendered if:
- (i) it is correctly addressed and calculated in accordance with the applicable Purchase Order;
 - (ii) the Supplies have been delivered to the Delivery Location in accordance with clause 3;
 - (iii) RDA has not rejected the Supplies under clause 8;
 - (iv) it is for an amount which does not exceed the Price;
 - (v) it includes the Purchase Order number; and
 - (vi) it is a valid tax invoice in accordance with the *A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act)*.

- (f) The Supplier must promptly provide to RDA such supporting documentation and other evidence reasonably required by RDA to substantiate performance of the Contract by the Supplier or payment of the Price by RDA.

23 GST

The Price for the Supplies is inclusive of all taxes other than GST. If any supply under the Contract is a Taxable Supply, then the party making the supply may, at the same time that an invoice is rendered for the agreed consideration for the Taxable Supply, recover the amount of GST payable on that Taxable Supply, subject to the issue of a valid Tax Invoice. In this clause 23 the terms 'GST', 'Tax Invoice' and 'Taxable Supply' have the meanings given to them in the GST Act.

24 Termination of Contract

- (a) RDA may terminate the Contract (in whole or part) immediately upon written notice to the Supplier, if:
- (i) the Supplier breaches any obligation under the Contract which is capable of remedy and does not remedy that breach within fifteen (15) Working Days of receipt of written notice from RDA specifying the breach and requiring it to be remedied;
 - (ii) the Supplier commits a breach of the Contract which is incapable of remedy;
 - (iii) the Supplier fails to deliver Supplies to the Delivery Location by the applicable Delivery Date;
 - (iv) the Supplier or any of its personnel commit any act of fraud or dishonesty in relation to the Contract;
 - (v) the Supplier or its any of its personnel fail to comply with their obligations pursuant to clause 15; or
 - (vi) the Supplier fails to comply with the requirements of clause 32(a) in respect of any Change of Control.
- (b) The Supplier will indemnify RDA in respect of any loss or damage suffered by RDA as a consequence of a lawful termination of the Contract under this clause 24.

25 Termination for Convenience

RDA may, by written notice, terminate the Contract in whole or in part from the nominated effective date. If the Contract is so terminated, RDA shall be liable only for payments under the payment provisions of the Contract for:

- (a) Supplies delivered in accordance with the relevant Purchase Order before the date of termination; and
- (b) any direct costs incurred by the Supplier that are attributable to the termination, if substantiated to the satisfaction of RDA on an open book basis.

26 Consequences of Termination

- (a) As soon as practicable after termination of the Contract (in whole or part), the Supplier must:
- (i) at the Supplier's cost, return to RDA all RDA Materials; and
 - (ii) at RDA's election, destroy or return to RDA all copies of data and/or Confidential Information of RDA in its possession or control within ten (10) Working Days after the date of termination of the Contract and provide evidence to RDA to confirm that this has been done.
- (b) Any terms of the Contract which expressly or by implication of its nature is intended to survive termination or expiration of the Contract (and any rights arising on termination or expiration) shall survive termination or expiry of the Contract, including but not limited to RDA Materials (clause 5), Intellectual Property Rights (clause 18), Confidentiality (clause 28) and any warranties, licenses or indemnities given under the Contract.

27 Insolvency of Supplier

If the Supplier is affected by an Insolvency Event, RDA may elect to terminate the Contract immediately upon written notice to the Supplier, and RDA will be under no liability for payment of any Supplies not then delivered to, completed or Accepted by RDA, as the case may be.

28 Confidentiality

- (a) Each party shall ensure that Confidential Information provided by another party under the Contract is not disclosed, except if it is:
- (i) required by law;
 - (ii) made by the CoA or a minister or parliament in accordance with the statutory or portfolio duties, for public accountability reasons;
 - (iii) necessary for the conduct of any legal proceedings arising in relation to the Contract; or

- (iv) necessary to enable either party to exercise any IP rights under the Contract, unless the party that provided the Confidential Information has provided its prior written consent to the disclosure.
- (b) The Supplier agrees, if requested by RDA, to ensure that the Supplier, or any of its officers, personnel or agents engaged in the performance of the Contract give a written undertaking in the form required by RDA, prior to the disclosure of Confidential Information. Such form of undertaking may be in favour of the CoA (or any other customer advised by RDA).
- (c) For the avoidance of doubt, RDA is permitted by the Supplier to provide the CoA a copy of the Contract if requested pursuant to any Prime Contract. In the event the CoA is required to publicly disclose the Supplier's subcontracting arrangements pursuant to such Prime Contracts, RDA will promptly advise the Supplier following notice from the CoA.
- (d) The Supplier must not make any press release or announcement in relation to the transaction contemplated by the Contract without the prior written consent of RDA.
- (e) The obligations of confidentiality in this clause survive termination or expiration of the Contract.

29 Audit Inspection and RDA Access

- (a) RDA may inspect and test work in progress and Supplies during normal business hours at the Supplier's premises during manufacture and otherwise of the Supplies.
- (b) At RDA's request (acting reasonably), the Supplier must permit RDA and its nominees timely and sufficient access to the Supplier's premises, records or accounts relevant to the Contract to:
 - (i) undertake quality audits and quality surveillance (as defined in ISO 9001 current at the date the Purchase Order is issued) of the Supplier's quality system and/or the production processes related to the Supplies;
 - (ii) monitor the Supplier's work health and safety and environmental compliance in connection with the provision of the Supplies;
 - (iii) inspect the performance of the Supplies and any RDA Materials, or other items relevant to the Supplies;
 - (iv) copy any records, information or accounts in connection with the Contract; and
 - (v) to ensure compliance with the Supplier's obligations as set out in the Contract.

30 Significant Event & Remediation Plan

- (a) For the duration of the Contract, the Supplier must immediately issue RDA a notice on the occurrence of a Significant Event.
- (b) The notice issued under clause 30(a) must provide a summary of the Significant Event, including the date that it occurred and whether any key person or other personnel engaged in connection with the Contract were involved.
- (c) RDA may (acting reasonably) notify the Supplier in writing that an event that has occurred is deemed a Significant Event for the purposes of this clause. Where RDA deems an event a Significant Event, the Supplier must issue a notice in accordance with clause 30(a) in relation to the event within two (2) Working Days of being notified by RDA.
- (d) Where reasonably requested by RDA, the Supplier must provide RDA with any additional information regarding the Significant Event within two (2) Working Days of the request being made.
- (e) If requested by RDA, the Supplier must prepare a draft remediation plan and submit that draft remediation plan to RDA for approval within five (5) Working Days of the request, or as otherwise agreed by RDA.
- (f) A draft remediation plan prepared by the Supplier under clause 30(e) must include the following information:
 - (i) how the Supplier will address the Significant Event in the context of the Contract, including confirmation that the implementation of the remediation plan will not in any way impact on its obligations under the Contract;
 - (ii) how the Supplier will ensure events similar to the Significant Event do not occur again; and
 - (iii) any other matter reasonably requested by RDA.
- (g) RDA will review the draft remediation plan and either approve the draft remediation plan or provide the Supplier with the details of any changes that are required. The Supplier must make any changes to the draft remediation plan reasonably requested by RDA and resubmit the draft remediation plan to RDA for approval within two (2) Working Days of the request unless RDA agrees to a different timeframe in writing. This clause will apply to any resubmitted draft remediation plan.
- (h) Without limiting its other obligations under the Contract, the Supplier must comply with the remediation plan as approved by RDA. The Supplier agrees to provide reports and other information about the Supplier's progress in implementing the remediation plan as reasonably requested by RDA.

- (i) The Supplier consents to RDA providing any information relating to a Supplier Significant Event and its associated remediation plan (whether draft or otherwise) to the CoA (if requested).

31 Assignment and Subcontracting

The Supplier may not assign, novate or subcontract any of its rights or obligations under the Contract without RDA's prior written consent. Assignment, novation or subcontracting approved by RDA will not relieve the Supplier of any of its obligations under the Contract, or prejudice any of RDA's rights against the Supplier, whether arising before or after the date of any assignment, novation or subcontracting.

32 Change of Control

- (a) The Supplier will ensure that there is no Change of Control of the Supplier without the prior written consent of RDA (which may be subject to any conditions that RDA considers appropriate).
- (b) If there is a Change of Control of the Supplier without the prior written consent of RDA under clause 32(a), then RDA may give the Supplier a notice of termination for default in accordance with clause 24.

33 General

- (a) Governing Law

The Contract will be construed according to the laws of the State of Queensland, Australia and the parties accept the jurisdiction of Courts exercising jurisdiction in that state. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to the Contract.

- (b) Notices

Any notice to be provided to a party under the Contract must be delivered in writing to the address set out in the Purchase Order.

- (c) Waiver

A right under this Contract may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in that waiver.

- (d) Severance

A clause or part of a clause of this Contract that is illegal or unenforceable may be severed from this Contract and the remaining clauses or parts of the clause of this Contract will continue in force.

34 Definitions

In the Contract:

Background IP means all Intellectual Property Rights that existed prior to the commencement of the Contract and which have not been created under or in the performance of the Contract.

Change of Control means, in relation to the Supplier, where:

- (a) a body corporate or entity that Controls the Supplier ceases to Control the Supplier; and
- (b) a body corporate or entity that does not Control the Supplier comes to Control the Supplier.

CoA means the Commonwealth of Australia represented by the Department of Defence.

Codes of Conduct and Ethical Standards means RDA's Supplier Code of Conduct, as updated from time to time and which is publicly available on the RDA website: <https://www.rheinmetall.com/en/company/subsidiaries/rheinmetall-defence-australia/supplier-information>.

Confidential Information means any information that:

- (a) is commercially sensitive (not generally known or ascertainable);
- (b) the disclosure of which would cause unreasonable detriment to the owner of the information or another party; and
- (c) was provided with an express or implied understanding that it would remain confidential,

but does not include information that:

- (d) is or becomes public knowledge other than by breach of the Contract; or
- (e) is in the possession of a party without restriction in relation to disclosure before the date of receipt; or

(f) has been independently developed or acquired by the receiving party.

Control means in relation to the Supplier, any of the following:

- (a) the ability to exercise or control the exercise of a right to vote in respect of more than 50% of the voting shares or other form of voting equity in the Supplier;
- (b) the ability to dispose or exercise control over the disposal of more than 50% of the share or other form of equity in the Supplier;
- (c) the ability to appoint or remove a majority of the directors of the Supplier;
- (d) the ability to exercise or control the exercise of the casting of a majority of the votes at the meeting of the board of directors of the Supplier; or
- (e) any other means, direct or indirect, of dominating the decision making and financial and operating policies of the Supplier.

Delivery Date(s) means the date(s) set out in the Purchase Order.

Delivery Location(s) means Rheinmetall Defence Australia Pty Ltd, MILVEHCOE, 111 Robert Smith Street, Redbank, Queensland 4301, Australia unless otherwise specified in the Purchase Order.

Defect means any non-compliance of the Supplies with the specifications set out or attached to the applicable Purchase Order.

Developed IP means any Intellectual Property Rights created under or in the performance of the Contract, excluding any Background IP, but includes any modifications or enhancements to any Background IP.

Goods means if the Contract relates to goods, those goods specified in the Purchase Order (if any) to be provided by the Supplier and any goods or component parts supplied by the Supplier.

Insolvency Event means any of the following:

- (a) the Supplier is or states that it is unable to pay from its own money all its debts as and when they become due and payable;
- (b) the Supplier is taken or must be presumed to be insolvent or unable to pay its debts under any applicable legislation;
- (c) the Supplier suspends making payments on any of its debts;
- (d) an application or order is made for the winding up or dissolution or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the Supplier;
- (e) an administrator, provisional liquidator, liquidator or person having a similar or analogous function under the laws of any relevant jurisdiction is appointed in respect of the Supplier or any action is taken to appoint any such person and the action is not stayed, withdrawn or dismissed within five (5) Working Days;
- (f) a receiver or receiver and manager is appointed in respect of any property of the Supplier;
- (g) the Supplier is deregistered under the Corporations Act 2001 (Cth) or notice of its proposed deregistration is given to the Supplier;
- (h) the Supplier enters into or takes any action to enter into an arrangement (including a scheme of arrangement or deed of company arrangement), composition or compromise with, or assignment for the benefit of, all or any class of the Supplier's creditors or members or a moratorium involving any of them;
- (i) a distress, attachment or execution is levied or becomes enforceable against any property of the Supplier;
- (j) by reason of actual or anticipated financial difficulties, the Supplier commences negotiations with one or more of its creditors (other than RDA) with a view to rescheduling any of its indebtedness;
- (k) a moratorium is declared in respect of any indebtedness of the Supplier; or
- (l) anything analogous to or of a similar effect to anything described above under the law of any relevant jurisdiction occurs in respect of the Supplier.

Intellectual Property Rights means all copyright and all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered and unregistered designs, confidential information (including trade secrets and know-how) and circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world, including all Background IP and Developed IP.

Life-of-Type means a date beyond which the Supplies can no longer be operated or used to an acceptable level of safety based on current in-service management practices.

Modern Slavery means the meaning given to it in the *Modern Slavery Act 2018* (Cth).

Moral Rights means the moral rights granted under Part IX of the *Copyright Act 1968* (Cth) or any other analogous rights, that exist, or that may come to exist, anywhere in the world.

Purchase Order means the purchase order issued to the Supplier under the Contract.

QSB Codes means the applicable quality assurance conditions set out in the Purchase Order.

RDA Materials means any material which the Supplier has been provided or given access to by RDA, or which the Supplier has produced, for the purposes of the Contract, including but not limited to any documents, equipment (including any non-recurring engineering related materials), machinery and data stored by any means.

RDA Shipping Requirements means the requirements for RDA suppliers as at the time of the Contract, which are publicly available on the RDA website: <https://www.rheinmetall.com/en/company/subsidiaries/rheinmetall-defence-australia/supplier-information>.

Services means if the Purchase Order relates to services, those Services described in the Purchase Order (if any).

Significant Event means:

- (a) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Supplier or its officers, employees, agents or its subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation; or
- (b) any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Supplier or its officers, employees, agents or its sub-suppliers, that may adversely impact on compliance with RDA or CoA policy and legislation or RDA or CoA's reputation.

Specifications means the description, design and performance requirements (including any applicable QSB Codes) set out in the Purchase Order.

Supplier means the supplier specified in the Purchase Order. For the purpose of this Contract, the words "Supplier" and "Vendor" have the same meaning.

Supplies comprises the Goods and/or Services and, for the avoidance of doubt, may include both or otherwise as described by the details set out in the Purchase Order.

Supplier Quality Requirements mean RDA's Supplier Quality Requirements which are publicly available on the RDA website: <https://www.rheinmetall.com/en/company/subsidiaries/rheinmetall-defence-australia/supplier-information> and incorporated into the Contract by this reference.

Warranty Period means the warranty period specified in the applicable Purchase Order. If no warranty period is specified in the Purchase Order, a warranty period of 24 months will apply from the date of Acceptance of the applicable Supplies.

Working Day means a day that is not a Saturday, Sunday or public holiday in Ipswich, Australia.