

## GENERAL CONDITIONS OF PURCHASE FOR GOODS AND/OR SERVICES

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Rheinmetall MAN Military Vehicles Pty Limited ABN 87 114 035 595 (**RMMVA**) 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 RMMVA 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(a), the contract between RMMVA 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 RMMVA and RMMVA 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 RMMVA, including as part of an invoice or quotation, will have no effect on and will not govern the Contract.

### 3 Delivery and Delay

The Supplier must provide the Supplies to RMMVA 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 RMMVA. 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.

### 4 Title and Risk in the Supplies

Title in the Supplies will pass from the Supplier to RMMVA when RMMVA 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 RMMVA Materials

Any RMMVA Materials that are produced by the Supplier for the purposes of the Contract or which are provided to the Supplier by RMMVA, remain the property of RMMVA and must not be used by the Supplier to reverse engineer, develop or supply products to any third party without RMMVA'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. RMMVA 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 RMMVA's Supplier Quality Requirements in place at the date the Purchase Order is issued;
- (d) must at the time of delivery, provide RMMVA 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 1950* (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 RMMVA, the Supplier will, if requested by RMMVA, 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 RMMVA on demand. Alternatively, RMMVA 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) RMMVA 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 RMMVA 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 RMMVA 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), RMMVA may, without prejudice to any other right or remedy, terminate the Contract by written notice and without any liability to the Supplier.
- (g) If RMMVA rejects the First Article referred to in clause 8(b) or exercises its termination rights under clause 8(f), the Supplier must, at RMMVA's request, remove the First Article from the location specified by RMMVA at the Supplier's own cost. If the Supplier fails to remove any relevant First Articles, RMMVA 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 RMMVA 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 RMMVA 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) RMMVA 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 RMMVA, Supplies delivered to RMMVA do not meet the Specifications, and without prejudice to any other rights of RMMVA in respect of the Contract, RMMVA 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 RMMVA, or a deduction of any money payable to the Supplier, or as a refund of monies paid by RMMVA 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 RMMVA; or
  - (iii) seek supply of the Supplies which meet the Specifications from a third party supplier, whereby the Supplier indemnifies RMMVA for any additional costs incurred by RMMVA 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 RMMVA'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, RMMVA 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 RMMVA 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 RMMVA 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 RMMVA; 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 RMMVA'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 RMMVA can assign the benefits of the warranties set out in this clause 11 to any nominee provided that RMMVA 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 RMMVA, the Supplier must promptly remedy, at its cost, any Defects in the Supplies notified by RMMVA 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), RMMVA may remedy the Defect itself or through a third party with the costs incurred by RMMVA in remedying the Defect to be payable to RMMVA 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 RMMVA of the Defect within one (1) Working Day; or
- (b) the operational capability of the Supplies, the Supplier must notify RMMVA 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 RMMVA.
- (c) The Supplier shall comply with its obligations under the *Privacy Act 1988* (Cth). The Supplier must notify RMMVA 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 RMMVA, 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 RMMVA or its nominees (which may include representatives of RMMVA's government customers, a right to audit the Supplier's obligations under this clause 15). In the event of any non-compliance identified, RMMVA may direct the Supplier to take specified measures which RMMVA 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 RMMVA.

### 16 Security Requirements

- (a) The Supplier acknowledges that RMMVA 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 RMMVA or its government customers) to be relevant to the performance of the Contract, RMMVA 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 RMMVA; 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 RMMVA reasonably requires to enable RMMVA 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 RMMVA 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 RMMVA. For the avoidance of doubt, nothing in the Contract affects the ownership of either party's respective Background IP.
- (c) The Supplier grants to RMMVA (and must ensure that relevant third parties grant RMMVA) 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 RMMVA and licences those rights to RMMVA to allow RMMVA to have the full benefit of the Supplies.
- (e) The Supplier shall furnish to RMMVA 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 RMMVA, 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 RMMVA 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 RMMVA.

## 20 Indemnity

- (a) The Supplier indemnifies RMMVA, 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 RMMVA for the Price after Acceptance of the Supplies, unless otherwise specified in the Purchase Order or unless the Supplies have been rejected by RMMVA in accordance with clause 8. For clarity, the Supplier may not invoice RMMVA for Supplies that have been rejected by RMMVA in accordance with clause 8.
- (b) RMMVA 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 RMMVA.
- (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 RMMVA.
- (d) RMMVA may set off any amounts payable by RMMVA to the Supplier against any amount payable to RMMVA by the Supplier on written notice to the Supplier.
- (e) The Supplier must submit a correctly rendered invoice to RMMVA accounts at [Accounts.Aus@Rheinmetall.com.au](mailto:Accounts.Aus@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) RMMVA 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 RMMVA such supporting documentation and other evidence reasonably required by RMMVA to substantiate performance of the Contract by the Supplier or payment of the Price by RMMVA.

### 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) RMMVA 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 RMMVA 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 RMMVA in respect of any loss or damage suffered by RMMVA as a consequence of a lawful termination of the Contract under this clause 24.

### 25 Termination for Convenience

RMMVA may, by written notice, terminate the Contract in whole or in part from the nominated effective date. If the Contract is so terminated, RMMVA 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 RMMVA 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 RMMVA all RMMVA Materials; and
  - (ii) at RMMVA's election, destroy or return to RMMVA all copies of data and/or Confidential Information of RMMVA in its possession or control within ten (10) Working Days after the date of termination of the Contract and provide evidence to RMMVA 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 RMMVA 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, RMMVA may elect to terminate the Contract immediately upon written notice to the Supplier, and RMMVA will be under no liability for payment of any Supplies not then delivered to, completed or Accepted by RMMVA, 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 RMMVA, 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 RMMVA, prior to the disclosure of Confidential Information. Such form of undertaking may be in favour of the CoA (or any other customer advised by RMMVA).
- (c) For the avoidance of doubt, RMMVA 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, RMMVA 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 RMMVA.
- (e) The obligations of confidentiality in this clause survive termination or expiration of the Contract.

### 29 Audit Inspection and RMMVA Access

- (a) RMMVA 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 RMMVA's request (acting reasonably), the Supplier must permit RMMVA 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 RMMVA 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 RMMVA 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) RMMVA 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 RMMVA 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 RMMVA.
- (d) Where reasonably requested by RMMVA, the Supplier must provide RMMVA with any additional information regarding the Significant Event within two (2) Working Days of the request being made.
- (e) If requested by RMMVA, the Supplier must prepare a draft remediation plan and submit that draft remediation plan to RMMVA for approval within five (5) Working Days of the request, or as otherwise agreed by RMMVA.
- (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 RMMVA.
- (g) RMMVA 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 RMMVA and resubmit the draft remediation plan to RMMVA for approval within two (2) Working Days of the request unless RMMVA 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 RMMVA. The Supplier agrees to provide reports and other information about the Supplier's progress in implementing the remediation plan as reasonably requested by RMMVA.
- (i) The Supplier consents to RMMVA providing any information relating to a Supplier Significant Event and its associated remediation plan (whether draft of 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 RMMVA's prior written consent. Assignment, novation or subcontracting approved by RMMVA will not relieve the Supplier of any of its obligations under the Contract, or prejudice any of RMMVA'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 RMMVA (which may be subject to any conditions that RMMVA considers appropriate).
- (b) If there is a Change of Control of the Supplier without the prior written consent of RMMVA under clause 32(a), then RMMVA 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.

### 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 RMMVA's Supplier Code of Conduct, as updated from time to time and which is publicly available on the RMMVA 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 MAN Military Vehicles Australia Pty Limited, 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 RMMVA) 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.

**RMMVA Materials** means any material which the Supplier has been provided or given access to by RMMVA, 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.

**RMMVA Shipping Requirements** means the requirements for RMMVA suppliers as at the time of the Contract, which are publicly available on the 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 RMMVA or CoA policy and legislation or RMMVA 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 RMMVA's Supplier Quality Requirements which are publicly available on the 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.