

**OEM TECHNOLOGY SOLUTIONS PTY LTD**  
**GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS**

**1. ORDER PRICE**

1.1 The order price is inclusive of all costs incurred by the Supplier in the supply of the goods and/or performance of the services including all taxes and amounts payable for the use of any intellectual property rights.

**2. ACCEPTANCE**

2.1 The Supplier shall accept the Purchase Order within 21 days of the date of the Purchase Order by acknowledging the Purchase Order or signifying its acceptance in some other way. The Supplier will be deemed to have accepted the Purchase Order if no notice is received within the specified time period.

**3. VARIATIONS**

3.1 No variations, including price, time or specifications, will be accepted unless the Supplier has acceptance of the variation in writing from OEM Technology Solutions ("OEM").

**4. TERMS OF PAYMENT**

4.1 Payment will be made only on a correctly rendered tax invoice. Invoices which fail to correctly quote a Purchase Order Number or are otherwise incorrect may be returned unpaid.

4.2 If no other agreement on payment terms is in place then payment is due 30 days from the end of month of receipt of invoices, acceptance of goods or completion of services, whichever is later. Early settlement will be considered for discounts offered but without prejudice to the standard 30 day payment period.

**5. DELIVERY OF GOODS**

5.1 All goods are to be delivered at the time and place detailed in the Purchase Order. Delivery will be Free Into Store unless otherwise specified. All goods must be suitably packed at the Supplier's expense to ensure delivery in good order and condition. Each item shall be marked indicating the OEM Purchase Order Number and full delivery point details.

**6. INSURANCE**

6.1 The Supplier shall effect for the term of the Purchase Order, insurance against liability for death of or injury to persons employed by the Supplier, including liability by statute and common law. The Supplier shall effect and maintain for the term of the Purchase Order, insurance of product and public liability, with a total aggregate cover of no less than \$5,000,000. Upon request from OEM the Supplier shall produce satisfactory evidence of insurance cover.

**7. CONFIDENTIALITY**

7.1 The Supplier must:

- (a) keep confidential all information concerning this Purchase Order, including information regarding products, the Project and the Intellectual Property.
- (b) keep confidential all information concerning the other party or its business, to the extent that information was obtained in connection with this Purchase Order; and
- (c) only use the other party's confidential information for the purpose of performing its obligations under this Purchase Order.

7.2 Nothing restricts the disclosure of such information:

- (a) where the information has come into the public domain other than through the fault of the party disclosing the information;
- (b) where the party is required to disclose certain confidential information by a court or tribunal arising out of or in connection with this Purchase Order;
- (c) to the extent necessary to brief a party's legal or financial advisers about the party's affairs but only where such advisers have been required to keep the information confidential;
- (d) by the party receiving the information to its employees provided they have a need to know and are required to keep the information confidential.

**8. TITLE AND RISK**

8.1 Risk of loss and damage to goods and titles shall pass to OEM on acceptance by OEM.

**9. HAZARDOUS MATERIALS**

9.1 The Supplier shall:

- (a) ensure that the goods are manufactured in accordance with the European Directive 2002/95/EC (Jan 27, 2003) on the restriction of the use of certain hazardous substances in electrical and electronics equipment, commonly known as the 'RoHS directive'.
- (b) ensure that all materials and auxiliary materials are free from harmful pollutants.
- (c) provide material safety data sheets for any hazardous substances to be supplied under this Purchase Order.
- (d) ensure that the following materials are not used in the goods unless authorised by OEM. These materials may only be authorised if inclusion of these materials in one component is unavoidable (e.g. electronic components, secondary material of iron, alloys):  
Nickel; Cobalt; Leather with chromium additives; Non-biodegradable plastics and composite materials; Formaldehyde; Halogen; Mercury; PCB (Polychlorinated Biphenyls); Wood from the rain forest (tropical woods); Materials that contain bromine.
- (e) ensure that the following materials are not used under any circumstances. These substances are not even permitted as part of a compound:  
Asbestos and asbestos compounds; PVC (Polyvinyl chloride); Lead, lead compounds (except for batteries); Cadmium, cadmium compounds; Isocyanates; Freon; Polycyclic aromatic hydrocarbons; Arsenic, arsenic compounds.
- (f) observe the use of hazardous substances as defined in "OEM-10048\_OEM\_HazardousSubstancesList". This document contains a list of restricted and prohibited substances. The restricted substances shall not be used in the product unless authorised by OEM. The prohibited substances shall not be used under any circumstances.

**10. TIME FOR PERFORMANCE OF SERVICES**

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

**11. SPECIFICATIONS**

11.1 All goods and/or services supplied against the Purchase Order shall conform to any specifications and descriptions set out in the Purchase Order and be free from defects in materials and workmanship. All goods and/or materials supplied shall be new and unused unless otherwise specified pursuant to the Purchase Order.

**12. INDEMNITY – INTELLECTUAL PROPERTY RIGHTS**

12.1 The Supplier indemnifies OEM against all loss, damage or expense arising in respect of any intellectual property rights by reason of the purchase, possession or use of the goods or receipt of the services.

**13. INSPECTION, ACCEPTANCE & WARRANTY**

13.1 All goods and/or services are subject to check and inspection before acceptance. If upon inspection, or during any warranty period, the goods or services are found to be not in accordance with the Purchase Order or are damaged, deficient, faulty, inadequate or incomplete, OEM may:

- (a) return the defective goods to the Supplier;
- (b) reject the defective Services ;
- (c) repair or make good the defective goods; or,
- (d) re-perform or make good the defective services.

13.2 And the Supplier must:

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

**14. CANCELLATION**

14.1 OEM reserves the right to cancel this Purchase Order in whole or part if the supplier is in breach of any term or condition of this Purchase Order or if the Supplier becomes insolvent or any formal action is taken against the Supplier in respect of insolvency. Where the Purchase Order has been cancelled as a result of the Supplier's unsatisfactory performance OEM shall be entitled to receive from the Supplier any damages, losses,

costs and expenses which OEM may sustain as a consequence of such a default.

- 14.2 OEM reserves the right to cancel the Purchase Order or any part thereof and upon notice being given to the Supplier shall cease or reduce work according to the tenor of the notice. Upon such cancellation the Supplier shall be entitled to submit a claim for compensation and OEM shall pay to the Supplier such sums as are fair and reasonable in respect of the actual loss or damage sustained by the Supplier in consequence thereof providing always that the Supplier shall not be entitled to claim compensation for loss of anticipated profits and overhead recoveries.

**15. ASSIGNMENT**

- 15.1 The Supplier must not assign the Supplier's right under this Purchase Order without consent in writing from OEM.

**16. DISPUTE RESOLUTION**

- 16.1 In the event of a dispute in relation to the Purchase Order, the parties agree to make a genuine effort to resolve such dispute within 30 days. If the dispute cannot be resolved then either party may refer the matter on which they are unable to reach an agreement to mediation in the form to be agreed between the parties, and failing the resolution of the dispute at mediation, the parties may then resort to litigation.

**17. APPLICABLE LAW**

- 17.1 This Purchase Order will be governed by and construed in accordance with the laws in force in the state of New South Wales, Australia.

**18. ENTIRE AGREEMENT**

- 18.1 Where this Purchase Order relates to Goods and/or Services the subject of a formally executed contract between the Supplier and OEM, the terms of that contract apply to the exclusion of the terms and conditions in this Purchase Order and of all other agreements, warranties and representations.
- 18.2 Where there is no formally executed contract, the terms and conditions in this Purchase Order constitute the entire agreement of the parties in relation to the supply of the goods and/or services and all other agreements, warranties and representations are excluded.

**19. GLOBAL COMPACT PRINCIPAL**

- 19.1 The Supplier shall:
- (a) comply with the UN Global Compact's ten principles on human rights, labour, environment and anti-corruption.
  - (b) ensure adequate steps are taken against all forms of discrimination both in the workplace and at the time of recruitment.
  - (c) ensure adequate steps are taken against all forms of forced and compulsory labour as well as child labour.

**20. OCCUPATIONAL, HEALTH AND SAFETY MANAGEMENT SYSTEM**

- 20.1 The Supplier must comply with the requirements of AS/NZS 4801:2001 or equivalent for occupational, health and safety management.

**21. ENVIRONMENTAL MANAGEMENT SYSTEM**

- 21.1 The Supplier must comply with the requirements of AS/NZS ISO 14001:2004 or equivalent for environmental management.

**22. QUALITY MANAGEMENT SYSTEM**

- 22.1 The Supplier must comply with the requirements of AS/NZS ISO 9001:2008 or equivalent for quality management.

**23. CERTIFICATE OF COMPLIANCE**

- 23.1 When requested in the Purchase Order, the Supplier shall provide a Certificate of Compliance to OEM at the time of delivery of goods and/or services, indicating that all the terms and conditions specified in this document are met.