

GENERAL TERMS & CONDITIONS FOR SUPPLY OF GOODS/SERVICES

1. GENERAL

- a. ENTIRE AGREEMENT: These Terms and Conditions, together with the Purchase Order and any applicable Special Conditions, constitute the entire agreement between Bale Defence and the Supplier and supersede all prior quotations, representations, negotiations, or supplier terms and conditions.
- b. These Terms and Conditions are legally binding and contractual as an integral part of the Purchase Order and Contract for the Supply of Goods and/or Services to be received by Bale Defence Engineering Systems Pty Ltd (hereinafter referred to as Bale Defence) from the Supplier or Contractor (herein referred to as the Supplier).
- c. Any additions to these General Conditions shall be in writing, signed by a duly authorised manager of Bale Defence and included as Special Conditions in the Purchase Order and Contract.
- d. In the event of any inconsistency between these General Conditions, any Special Conditions, or the Purchase Order, the following order of precedence applies: (1) Special Conditions, (2) Purchase Order, (3) General Conditions.
- e. Once the Purchase Order has been issued, any changes in Bale Defence's requirements or any Supplier's alternative conditions or proposals must be agreed in writing and signed by a duly authorised manager of Bale Defence.
- f. The Supplier must maintain appropriate insurance coverage including public liability for the duration of the Contract and provide evidence upon request.
 - i. Where professional services are provided the supplier must maintain appropriate professional indemnity insurance for the duration of the contract and a minimum of 7 years "run-off" beyond the date of last supply and provide evidence on request.
- g. The Supplier must abide by the Bale Defence Code of Conduct for Suppliers included at Annex A.

2. PRICE BASIS

- a. The Contract price is not subject to variation over the duration of the Purchase Order and Contract for any rise or fall in contract costs or exchange rates.
- b. Unless otherwise instructed by Bale Defence, delivery terms are to be quoted in accordance with ICC Incoterms® 2020.

3. TAXES AND CHARGES

- a. Where applicable, prices should include GST and all other Government taxes and charges (including Customs Duty and Excise on Fuel) necessary to complete the work.
- b. Withholding Tax, if applicable, may be deducted from the price.

4. PAYMENT OF ACCOUNTS

- a. Bale Defence's standard terms of payment are 30 days from End of Month of acceptance of the Goods or Services and receipt of a correctly rendered invoice. An invoice will be correctly rendered if it is addressed in accordance with the purchase order, identifies the purchase order number, is a tax invoice for GST purposes and is, where explanation is necessary, accompanied by documentation substantiating the amount claimed.

5. PERFORMANCE OF THE CONTRACT

- a. The Contractor shall deliver the Goods or Services to Bale Defence at the time(s) and in the manner required by the Purchase Order and Contract. The Supplier shall ensure that the Goods or Services comply with all other requirements of the Purchase Order and Contract.
- b. Bale Defence may reject Goods or Services which do not comply with the Purchase Order and Contract. Bale Defence may terminate the Purchase Order and Contract for breach, insolvency, convenience, or as otherwise provided under any applicable Special Conditions. The Supplier is entitled to payment for Goods or Services properly performed.

6. INTELLECTUAL PROPERTY

- a. Foreground IP means intellectual property created under the Contract.
- b. Background IP means intellectual property existing prior to the Contract.
- c. Background IP remains with the originating party.
- d. Foreground IP vests in Bale Defence unless otherwise agreed in writing.
- e. Where Foreground IP remains with the Supplier, a perpetual royalty-free licence is granted to Bale Defence.
- f. Step-in rights apply if the Supplier fails to support the Goods or Services.

7. INFORMATION SECURITY (CONFIDENTIAL INFORMATION)

- a. Confidential Information means information disclosed by Bale Defence that is not publicly available.
- b. The Supplier must implement reasonable safeguards to protect Confidential Information.
- c. Any data breach must be notified to Bale Defence within 72 hours of awareness.
- d. No public disclosure without prior written consent.

8. WARRANTIES

- a. The Warranty period in respect of any Goods supplied or Services provided under the Purchase Order and Contract shall commence on the day of delivery or acceptance (whichever occurs last) of the Goods or Services.
- b. The Warranty shall be valid for 12 months or the length of the Contractor's or manufacturer's standard period, whichever is the longer.
- c. In the event of any fault in the Goods or Services, the Supplier shall replace or make good the defective Goods or Services, including delivery and incidental costs. The Supplier may at its option, pay Bale Defence the replacement cost.

9. INSPECTION AND QUALITY ASSURANCE

- a. As part of the Bale Defence Quality Management System, a Bale Defence representative may audit compliance with contractual, quality, or security obligations on reasonable notice.
- b. The Supplier shall permit an authorised Bale Defence representative full and free access to its premises or service work areas at all reasonable times and shall provide at its own expense such facilities and assistance



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as the Bale Defence representative may require for the purpose of this clause

10. ASSIGNMENT AND SUB-CONTRACTING

- a. The Supplier shall not assign the Purchase Order and Contract, nor subcontract any part of the Purchase Order and Contract, without the prior written consent of Bale Defence, except for such parts of the Contract as is customary in the carrying out of similar contracts.
- b. No assignment or subcontracting shall relieve the Supplier from any of its obligations under the Purchase Order and Contract or impose any liability upon Bale Defence.

11. TITLE, ACCEPTANCE AND RISK

- a. Title to the Goods shall vest in Bale Defence upon delivery to or acceptance by Bale Defence.
- b. The risk of any loss or damage to the Goods, or in relation to the Service, or any part thereof, shall remain with the Supplier until delivery to, or acceptance by, Bale Defence, whichever is the longer.

12. NOTICES

- a. Any notices, request or other communication served under the Purchase Order and Contract, shall be in writing, and delivered promptly to Bale Defence or the Supplier at the addresses in the Purchase Order and Contract.

13. EXISTING CONTRACTS AND STANDING OFFERS

- a. Where this Purchase Order and Contract is issued under the terms of a Standing Offer, or to extend the terms of an existing contract, the terms of that Standing Offer or contract shall prevail, except for any Special Conditions which shall take precedence.

14. INDEMNITY

- a. The Supplier, in performing the Purchase Order and Contract, shall indemnify Bale Defence against all claims in relation to personal injury, death, loss of or damage to property, any infringement of intellectual property rights, and any legal costs arising from such claims as they affect any employee of the Supplier, any subcontractor, any third party, and the public.

15. DISPUTE RESOLUTION

- a. In the event of any dispute the parties agree to negotiate in good faith without prejudice to any other remedies the parties may have under the Purchase Order and Contract or in any other respect.

16. WAIVER

- a. A waiver by Bale Defence, or the Supplier, in respect of any breach of a condition or provision of this Contract shall not be deemed to be a waiver in respect of any other condition or provision, or of any subsequent breach. A waiver is not effective unless it is in writing.

17. EXPORT CONTROL

- a. The Supplier warrants compliance with Australian and international export control laws & regulations.
- b. Controlled Material means goods, software or data subject to export control laws & regulations.
- c. Controlled Material must not be exported or disclosed without approval.

18. APPLICABLE LAW

- a. This Purchase Order and Contract shall be governed by and construed in accordance with the law applicable in the State or Territory in which the Purchase Order and Contract is signed on behalf of Bale Defence.
- b. The Supplier shall, in carrying out this Contract, comply with the provisions of any relevant statutes, regulations, by laws and requirements of any Commonwealth, State, Territory or local authority.

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ANNEX A - CODE OF CONDUCT FOR SUPPLIERS

1. GENERAL

- a. Bale Defence is committed to upholding the highest standards of integrity, responsibility, and professionalism in all aspects of supply chain engagement. This document outlines the minimum standards all suppliers must meet as a condition of doing business with us.
- b. If legal or regulatory requirement addresses the same areas covered in this code of conduct, the law or regulation takes precedence, and the supplier is to notify Bale Defence of the issue immediately.

2. CONFLICTS OF INTEREST

- a. Suppliers are expected to identify and avoid actual, potential or perceived conflicts of interest in their dealings with Bale Defence.
- b. Suppliers must disclose conflicts of interest in writing to Bale Defence and all other affected parties immediately.

3. GIFTS, HOSPITALITY & BENEFITS

- a. Suppliers must ensure that an offer, provision, request or receipt of any gift, hospitality or benefit is permitted by law and regulations.
- b. Suppliers must not offer, provide, or accept gifts, hospitality, or other benefits that could influence or appear to influence business decisions.

4. ANTI-BRIBERY, CORRUPTION & FRAUD

- a. Suppliers must comply with all relevant laws and regulations regarding anti-bribery, anti-corruption and fraud.
- b. Bale Defence does not tolerate bribery, corruption or fraud in any form.
- c. Suppliers are expected to undertake reasonable due diligence to prevent and detect bribery, corruption & fraud in their business.

5. FAIR DEALING & CONFIDENTIALITY

- a. Suppliers must engage in honest, transparent, and fair dealings in all business interactions. This includes competing ethically, avoiding deceptive practices, and providing accurate information in all communications and transactions.
- b. Suppliers must protect all confidential, sensitive, and proprietary information entrusted to them.

6. MANAGEMENT OF RISK

- a. Suppliers must proactively assess and mitigate risk in their business and supply chain.
- b. Where a high risk is identified in relation to supply or cost, suppliers are expected to communicate with Bale Defence as soon as practicable and cooperate in mitigation.

7. SECURITY

- a. Suppliers are expected to ensure security is integral to their governance, culture, values and expected behaviours, including physical, personnel, information, and cyber security proportionate to the Goods or Services supplied.
- b. We expect suppliers to conduct appropriate levels of assurance to validate the effectiveness of their security risk management.
- c. Should a security incident take place and have the potential to impact Bale Defence, we expect suppliers to take immediate action and swiftly notify as soon as practicable.

8. HUMAN RIGHTS

- a. Suppliers are expected to uphold and respect human rights and treat all workers with dignity and respect. This includes following fair employment practices, providing competitive wages, prohibiting harassment, bullying, and discrimination.
- b. Suppliers must comply with labour laws, provide a safe, inclusive workplace, promote equal opportunity and prohibit discrimination of any kind.

9. MODERN SLAVERY, FORCED LABOUR & CHILD LABOUR

- a. Suppliers must not engage in, permit, or tolerate any form of modern slavery, including forced, bonded, or involuntary labour, within its operations or supply chain.
- b. The use of child labour is prohibited without exception.
- c. Suppliers are responsible for establishing and maintaining measures to identify, mitigate, and report any risks or incidents of modern slavery or child labour.

10. HEALTH & SAFETY

- a. Suppliers must comply with all applicable laws and regulations regarding health and safety.
- b. Suppliers must provide a safe & healthy work environment.

11. HARASSMENT & BULLYING

- a. Suppliers are expected to ensure compliance with local laws and regulations in relation to harassment and bullying.
- b. Bale Defence does not tolerate harassment or bullying of any kind.

12. ENVIRONMENT & SOCIAL RESPONSIBILITY

- a. Suppliers are expected to operate responsibly by minimising environmental risks and impact where practicable.
- b. Suppliers are expected to operate responsibly by minimising environmental risks and impact where practicable.
- c. Suppliers are expected to conduct due diligence to ensure supply chain integrity and source materials ethically.