

GENERAL TERMS & CONDITIONS FOR SUPPLY OF GOODS/SERVICES TO BALE DEFENCE

1. GENERAL

- (a) These Terms and Conditions form an integral and fundamental 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).
- (b) 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.
- (c) In the event of any inconsistency between these General Conditions and any Special Conditions, the latter shall prevail.
- (d) 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.

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 2010.

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

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.

- (a) 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, with reasonable notice, terminate the Purchase Order and Contract for breach of conditions of Contract.

6. 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 90 days 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.

7. INSPECTION AND QUALITY ASSURANCE

- (a) As part of the Bale Defence Quality Management System, a Bale Defence representative may be required to perform quality audit and quality surveillance at the Suppliers premises, during production and upon completion of the Goods or Services in accordance with ISO 9000:2015.
- (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 as the Bale Defence representative may require for the purpose of this clause.

8. ASSIGNMENT AND SUBCONTRACTING

- (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.

9. 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.

10. NOTICES

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.

11. EXISTING CONTRACTS AND STANDING OFFERS

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.

12. INDEMNITY

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.

13. DISPUTE RESOLUTION

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.

14. WAIVER

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.

15. 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.