

Purchase Standard Terms and Conditions

1. General

- 1.1. Every Purchase Order ('Order') we issue is an offer to acquire products from Suppliers subject to these Purchase Standard Terms and Conditions ('Standard Terms') and any written special conditions that we include with our Order. Where Suppliers accept our Order, there is a contract on this basis. Any Standard Terms and conditions in the Supplier's quote, offer document, Order acceptance or any other document that Suppliers supply are excluded.

2. Definitions

- 2.1. Procureasy Proprietary Limited hereafter referred to as Procureasy.
- 2.2. Goods are the products and all related documentation to be supplied as specified in the Order.
- 2.3. A Order is the order issued by Procureasy including all related documentation; Services are the services and/or all pertaining deliverables to be provided as specified in the Order.
- 2.4. Supplier means each person or entity that enters into an agreement with Procureasy.

3. Acceptance of order

- 3.1. Supplier shall confirm in writing acceptance of any Order within 2 days of the date of Order.
- 3.2. These General Purchase Conditions, together with the relevant Order issued by Procureasy, set forth the Standard Terms and conditions for the supply of Services and/or the delivery of Goods by Supplier to Procureasy and will be binding to Parties at Supplier's acceptance. Any changes by Supplier are binding only, if accepted by Procureasy in writing. Performing of any part of a Order by Supplier will operate as Supplier's unconditional acceptance thereof.

4. Commercial conditions

- 4.1. Supplier shall promptly upon delivery of goods send a priced invoice to Procureasy quoting the Order number shown on the face hereof, any item numbers and such other information as Procureasy requests from time to time.
- 4.2. Supplier shall deliver the Goods and/or perform the Services against the price(s) mentioned in the Order. Unless expressly stated to the contrary, prices are (i) fixed and firm (ii) exclusive of any Value Added Tax but (iii) inclusive all other taxes, duties, levies, fees (including license fees), charges and inclusive all costs as agreed between Procureasy and Suppliers.
- 4.3. Unless explicitly otherwise agreed, Procureasy shall pay the amount invoiced by Supplier for Goods and/or Services delivered by bank transfer according to payment Standard Terms previously agreed upon by Procureasy and Suppliers, provided and to the extent that the invoice is correct and not under dispute.

5. Compliance

- 5.1. Supplier complies with all applicable international and national laws, rules and regulations, standards and Orders, including all applicable laws, rules and regulations on international trade, such as embargos, import and export control and sanctioned party lists.
- 5.2. Supplier expressly warrants that it has good and marketable title to the Goods and deliverables of the Services supplied, including right to grant Procureasy intellectual property right(s). Supplier holds any and all licenses, permits, end-user statements and any other documents, which are required in the country of origin, of transit and of destination to perform its obligation and will immediately notify Procureasy of any legal restrictions.

6. Time

Supplier guarantees that it will supply without delay and interruption the Goods and/or Services. Supplier shall immediately notify Procureasy of any foreseeable delay

7. Delivery, warranty and acceptance of Goods

- 7.1. Unless explicitly agreed otherwise, the goods shall be delivered to instructed delivery address by Procureasy.
- 7.2. Delivery shall be effected in adequate packaging. Supplier shall timely provide Procureasy with (copies of) all applicable licenses, documents, information, specifications and instructions necessary for safe and proper transport, use, treatment, process and storage of the Goods and with all certificates of analysis/conformity as customarily supplied. If applicable, stored Procureasy's Goods will be redelivered in the original quantity, state and condition.
- 7.3. Supplier warrants the proper functioning of the Goods and warrants that the Goods will be in conformity with the specifications and requirements, be unused, of good materials and workmanship, free from any and all defects and from any and all liens and encumbrances, pledge or right of retention and suitable for the intended purpose. These warranties shall not be deemed to exclude warranties and/or rights that Procureasy may have or obtain and shall extend to Procureasy and its customers.
- 7.4. Supplier shall properly and timely instruct Procureasy of any special use or treatment regarding the Goods.
- 7.5. Procureasy is entitled to reject any Goods, which are delivered
 - 7.5.1. not at the agreed time,
 - 7.5.2. lack the qualities and/or characteristics specified in the product specification or lack the qualities of a sample which the supplier has held out to Procureasy,
 - 7.5.3. not in the agreed volume and/or quantity,
 - 7.5.4. not contained or packaged in the manner specified in this Agreement,

7.5.5. in inappropriate or damaged packaging or with other defect(s), for risk and account of Supplier and without prejudice to Procureasy's right to compensation for the losses and damages suffered as a result of Supplier's non-compliance.

7.6. Inspection, testing, acceptance or payment does not release Supplier from its obligations and warranties.

8. Lack of conformity

8.1. There is a lack of conformity where the Supplier has delivered:

- 8.1.1. Part only or a larger or a smaller quantity of the Goods than specified in the Order;
- 8.1.2. The Goods which are not those to which the Order relates or goods of a different kind;
- 8.1.3. The Goods which lack the qualities and/or characteristics specified in the Order and/or which lack the qualities of a sample or model which the Supplier has held out to the Procureasy;
- 8.1.4. The Goods which do not possess the qualities and/or characteristics necessary for their ordinary or commercial use;
- 8.1.5. The Goods which do not possess the qualities and/or characteristics for any particular purpose expressly or impliedly made known to the Supplier by Procureasy;
- 8.1.6. The Goods which are not contained or packaged in the manner specified by Procureasy;
- 8.1.7. The Supplier shall be liable under paragraph 8.1 of this Article for any lack of conformity that exists at the time when the risk passes to Procureasy, even though the lack of conformity becomes apparent only after that time.

8.2. Procureasy shall examine the Goods, or cause them to be examined, within as short period as is practicable under the circumstances. Procureasy shall notify the Supplier of any lack of conformity of the Goods, specifying the nature of the lack of conformity.

8.3. Where Procureasy has given due notice of non-conformity to the Supplier, Procureasy may at his option:

- 8.3.1. Require the Supplier to deliver any missing quantity of the Goods, without any additional expense to Procureasy;
- 8.3.2. Require the Supplier to replace the Goods with conforming goods, without any additional expense to Procureasy;
- 8.3.3. Reduce the price in the same proportion as the value that the Goods actually delivered had at the time of the delivery bears to the value that conforming goods would have had at that time;
- 8.3.4. Procureasy may also claim the losses and damages suffered as a result of Supplier's non-compliance.
- 8.3.5. Procureasy will be entitled to full refund of product cost and associated costs including shipping, insurance, transportation, taxes and duties and clearing and forwarding charges incurred by Procureasy
- 8.3.6. Any costs associated with non-conforming goods being returned to suppliers, will be paid by the supplier of those goods.

9. Transfer of title

The title of the Goods and deliverables of the Services shall pass to Procureasy upon delivery at the delivery point. However, if Procureasy pays for any Goods in part or full prior to delivery, title of goods paid for shall pass to Procureasy upon payment.

10. Opportunity to inspect

- 10.1. Supplier ensures that Procureasy or its nominee has the opportunity to inspect the Goods or the manufacturing process of the Goods and/or any place where the Services or part thereof may be carried out.
- 10.2. Supplier diligently and continuously controls and tests the quality of the Goods and Services as well as the operations during manufacturing, storage and delivery. Supplier shall ensure that Procureasy, or its nominee, has the opportunity to attend tests and/or inspect the Goods at any time.
- 10.3. Inspection and/or testing does not relieve Supplier of any obligation or liability as stated herein.

11. Indemnification, Liability and Force Majeure

- 11.1. You indemnify us, our officers, employees, agents and customers against all loss, damage, claim, expense or liability incurred in connection with: (a) your performance or breach of this contract; (b) any products you supply; (c) a claim by a third party that the products infringe their intellectual property rights; and (d) any negligent or wilfully wrong act or omission by you, your employees, agents and contractors.
- 11.2. Supplier is fully liable for the correct and timely payment of all taxes and levies indebted in connection to the performance of the Agreement and will indemnify Indemnified Parties against all claims and damages relating to its obligations concerning taxes, contributions and any claims of third parties, including the Government.
- 11.3. In no event shall Procureasy be liable for any indirect damages (including but not limited to lost revenue, lost profits or other consequential or incidental damages).
- 11.4. Neither party shall be liable towards the other party for any non-fulfilment of the Order to the extent fulfilment thereof has been delayed, interfered with or prevented by an event entirely beyond the control of the party concerned, was not for its risk and not reasonably foreseeable ("Force Majeure"), provided that the party invoking Force Majeure shall use its best efforts to fulfil its obligations by any means possible. The mere fact of late supply of materials, labour or utilities shall not be deemed Force Majeure. In case a situation of Force Majeure continues for more than 30 days, Procureasy shall be entitled to partly or wholly terminate or cancel the Order by written notice. Procureasy may purchase similar goods and/or services from third parties during any period Supplier is unable to fulfil its obligations. The quantities affected shall be excluded from the calculation from any (minimum) volumes.
- 11.5. You must effect and maintain appropriate insurance policies, taking into account the products you supply. You must provide us with proof of your insurance upon request.

12. Confidentiality

Any and all information provided by or on behalf of Procureasy shall be treated as confidential and shall only be used by Supplier for the purpose of this Order. Disclosing information is only allowed to any of its employees or a third party on a strict need-to-know basis, except in case Supplier is required to disclose the information by virtue of a court order or statutory duty, provided that the Supplier shall immediately inform Procureasy. Supplier shall upon demand promptly return to Procureasy all such information. Supplier shall not retain a copy thereof. Supplier or its employees will sign a confidentiality agreement at request.

13. Ownership and intellectual property

- 13.1. Any and all information, property or materials disclosed to Supplier remains the property of Procureasy. Supplier is not entitled to make use of or refer to any trademark, trade name, domain name, patent, design, copyright, or other intellectual property right of Procureasy or any of its affiliates, unless prior obtained written consent of Procureasy. Any authorized use shall be strictly in accordance with the instructions and for the purposes specified.
- 13.2. Supplier warrants that the Goods and/or Services, alone or in combination, will not result in or give rise to any infringement or misappropriation of any intellectual property right of a third party.
- 13.3. Supplier hereby assigns by way of present and future assignment all intellectual property rights, know-how, copyrights and other rights developed by or on behalf of Supplier explicitly for or on instructions of Procureasy.
- 13.4. All intellectual property rights to documentation, developed explicitly for Procureasy or on Procureasy's instructions shall rest with or be transferred to Procureasy.

14. Insurance

The Supplier shall take out and maintain the insurance policies to cover the risks resulting from or connected with the Order. At the request of Procureasy, Supplier will provide the insurance certificates evidencing Supplier's coverage and keep Procureasy informed of any changes.

15. Termination and suspension

Procureasy is entitled to suspend the performance of its obligations in whole or in part or terminate the Order with immediate effect, without prejudice to its right to claim damages and without any compensation to or indemnification of Supplier

- 15.1. in case Supplier has been declared bankrupt, is in a state of liquidation, has ceased or suspended whole or substantial part of its business, is subject of a court order or preventative legal scheme of settlement
- 15.2. in case of non-compliance with import, export or chemical control regulations or the provisions of safety, health, environment and security

16. Miscellaneous

- 16.1. These Standard Terms may only be varied with our written agreement.
- 16.2. You may not assign this Standard Terms without our prior written consent which we may grant or withhold at our sole discretion.
- 16.3. These Standard Terms plus our Order constitute the entire agreement between Procureasy and Supplier in relation to its subject matter.
- 16.4. The parties are independent contractors. No relationship of employment, agency, partnership or joint venture is created by these Standard Terms.
- 16.5. Our delay or failure to exercise a right under these Standard Terms is not a waiver of that right or any other rights. Our consent to a breach of these Standard Terms is not a consent to any subsequent breach.
- 16.6. If a provision of these Standard Terms is unenforceable for any reason, it shall be read down to the point of severance. These Standard Terms must not be construed to our disadvantage merely because we prepared them.
- 16.7. These Standard Terms are governed by the law of Australia. You submit to the jurisdiction of the courts of Australia and waive any right to claim that those courts are inconvenient forums.