

Standard Conditions for the Supply of Goods and/or Services

1. Definitions

In this Agreement:

Agreement means the conditions set out in these Standard Conditions for the Supply of Goods and/or Services;

Company means Cavill Power Products Pty Ltd, Wilpena Pty Ltd and/or Cavrent Pty Ltd;

Contractor means the party named on the Purchase Order as the supplier of Goods and/or Services to the Company;

Defective Goods means Goods that do not conform with this Agreement, are defective in design, performance or workmanship or are subject to product recall;

Goods and/or Services means the goods and or services supplied to the Company as set out in the Purchase Order;

Purchase Order means any purchase order (whether electronic or written) issued on behalf of the Company to the Contractor for the supply of Goods and/or Services pursuant to this Agreement;

Standard Conditions means the conditions set out in this document.

2 Authority and Acceptance

- (a) The Company will not be bound by any Purchase Order unless it is issued and executed on behalf of the Company.
- (b) The Contractor must notify the Company of its acceptance or rejection of the Purchase Order within 24 hours. Failure to do so will constitute acceptance of the Purchase Order by the Contractor.
- (c) The Company will have no liability to pay for any Goods and/or Services not stipulated in an issued Purchase Order.
- (d) All Purchase Orders submitted by the Company to the Contractor will incorporate and be subject to the terms and conditions of this Agreement.
- (e) The terms and conditions of this Agreement will prevail over any terms and conditions of the Contractor.

3. Price

- (a) All prices in the Purchase Order shall not change or be subject to variation unless stated in the Purchase Order.
- (b) The price stated in the Purchaser Order will be taken to be free into store unless specified on the Purchase Order.

4. Risk

- (a) All Goods shall be at the Contractor's risk until such Goods have been delivered to and inspected by the Company.
- (b) The Contractor will not register a security interest (including a security interest under the Personal Property Securities Act 2009 (Cth)) over the Goods unless expressly agreed in writing by the Company.

5. Intellectual Property

The Contractor warrants that the sale or use of the Goods will not infringe or contribute to the infringement of any patents, trademarks or copyrights in either Australia or foreign countries. The Contractor shall indemnify the Company against any loss or damage (including legal fees and other costs in defending in such action) arising from breach of warranty, and shall bear all costs associated with providing equivalent Goods which do not infringe as aforesaid.

6. Supply of Goods and Services

- (a) The Contractor warrants that all Goods supplied in accordance with this Purchase Order will conform to description and any applicable specification Australian Standards, shall be of good and merchantable quality, and shall be fit for the purpose for which they are supplied.
- (b) The Company will not be deemed to have accepted the Goods until it has had reasonable time to inspect the Goods.
- (c) If on inspection, they are deemed to be Defective Goods, the Company may return the Goods to the Contractor, at the Contractor's cost.

7. Invoicing and Payment

- (a) Payment terms are 30 days from end of month.
- (b) The Company must pay the Contractor in consideration for the Goods and/or Services subject to the satisfactory performance of the Contractor's obligations pursuant to this Agreement.
- (c) The Purchase Order price is deemed to include provision for all direct and indirect costs, taxes, duties and freight and expenses incurred in supply the Goods and/or Services.

8. GST

All quotes from the Contractor in relation to Goods and / or Services must show the GST exclusive price together with the amount of GST applicable.

9. Sub-contracting

- (a) The Contractor must not sub-contract any part of the supply of Goods and/or Services without the Company's consent.
- (b) Any consent from the Company to the Contractor does not relieve the Contractor from any of its liabilities or obligations.
- (c) The Contractor is liable to the Company for any act or omission, default or negligence of any sub-contractor, employee or agent of the sub-contractor.

10. Insurance

- (a) The Contractor must before commencing the supply of Goods and/or Services maintain any necessary insurances including but not limited to:
 - (i) workers' compensation insurance;
 - (ii) public (and product) liability insurance to a minimum of \$10 Million per claim;
 - (iii) motor vehicle third party property insurance to a minimum of \$10 Million per claim for all types of motor vehicles and equipment owned and controlled by the Contractor; and
 - (iv) any other insurances required by law.
- (b) At any time the Company may request proof of insurance coverage.

11. Indemnity

- (a) The Contractor shall indemnify and continue to indemnify and hold harmless the Company in respect of any liability, loss (including consequential damages) or expense of any description which the Company may suffer where such liability, loss or expense arises out of the failure by the Contractor or its servants, agents or sub-contractors to comply with its obligations under this Agreement or the negligent act or omission of the Contractor;
- (b) Under no circumstances will the Company be liable to the Contractor for consequential damages. For the purposes of this clause, consequential damages means only indirect, special, consequential, punitive or exemplary damages, expenses, losses or costs including loss of anticipated or actual revenue or profits, loss of or inability to use equipment, a failure to realise anticipated savings, loss data, down time or loss of goodwill.

12. Cancellation of a Purchase Order

The Company may cancel any Purchase Order at any time and for any reason and;

- (a) the Company will pay for any part of the Goods delivered or Services performed prior to cancellation;
- (b) if the Contractor has not shipped the Goods at the time of cancellation, on receiving written notice of the cancellation the Contractor must stop manufacture of the Goods in accordance with and to the extent specified in the notice, and do everything possible to mitigate any costs incurred in relation to the Goods.

13. Governing Law and Jurisdiction

The governing law of this Agreement is the law of South Australia.

14. General

- (a) The Company may deduct from any amounts due to the Contractor, any claim or amounts due from the Contractor to the Company.
- (b) This Agreement constitutes the entire agreement between the parties for the Goods and/or Services and supersedes all previous agreements, proposals, correspondence and discussions in connection with the supply of Goods and/or Services.

15. Safety

All hazardous materials must be supplied with a Material Safety Data Sheet (MSDS)