

General Terms and Conditions

In these General Terms and Conditions (these "Terms"), the Seller means the addressee named in the Purchase Order and the Buyer means the entity submitting the Purchase Order (being a member of the IXL Group) to the Seller. Both Buyer and Seller are collectively referred as the "Parties".

1 Defined Terms and Interpretation

Confidential Information means all information confidential in nature and intended by the Buyer to be such including but not limited to trade secrets of the Buyer and any techniques, methods, materials, documents or manuals of the Buyer used or developed in its business and any information relating to the business affairs, accounts, marketing plans, prospects, research, management of finances of the Buyer and any databases, data surveys, lists of clients, records, reports or other documents, drawings or specifications, material or other information whether in writing or otherwise concerning the Buyer which is not in the public domain unless such release into the public domain was a result of the action or inaction of the Seller.

Insolvency Event means the commencement of liquidation, insolvency or winding up of a party (except for the purposes of solvent amalgamation or reconstruction) or upon the appointment of an administrator, receiver, liquidator, statutory manager or trustee of property over all or any substantial portion of a party's assets or undertakings, or upon assignment, arrangement or composition for the benefit of the other party's creditors, or upon the convening of a meeting of the other party's creditors, or upon a party being unable to pay its debts in the ordinary course of business, or upon any other act of bankruptcy.

IXL Group means Sampford IXL Pty Ltd (ACN 123 411 898), Backwell IXL Pty Ltd (ACN 005 326 009), IXL Metal Castings Pty Ltd (ACN 085 379 899), Haan Australia Pty Ltd (ACN 005 749 584), and Alver Pty Ltd (ACN 004 099 727),

Purchase Order means a document issued by the Buyer to the Seller, indicating types, quantities, and agreed prices for products or services the Seller will provide to the Buyer on terms particularised by the parties in such written requests and/or in a RFQ.

RFQ means a request for quotation which includes the specifications (including but not limited to drawings, tooling, payment terms, length of term, quality assurances, inspection rights) of the goods or services to be provided by the Seller to the Buyer.

2 Application

These Terms will apply to all Purchase Orders submitted by the Buyer to the Seller following the Seller's receipt of these Terms. These Terms may not be altered except by the Buyer upon prior written notice to the Seller and the Buyer rejects any additional or different terms set forth in any communication by the Seller save where such terms are included in an RFQ (if relevant). For the avoidance of doubt, where there are any inconsistencies between these Terms and a Purchase Order, the Purchase Order shall prevail.

3 Acceptance of Purchase Orders

Acknowledgement, shipment, or part performance of a Purchase Order constitutes acceptance of these Terms together with all additional terms, specifications, and details particularised in the Purchase Order. A failure to notify the Buyer of any objections to a Purchase Order within two business days of receipt of a Purchase Order

shall also be deemed acceptance of the Purchase Order by the Seller.

4 Change of Orders

Buyer may change any Purchase Orders upon the provision of written notice to the Seller. No additional charge shall be allowed for such changes including an increase or a reduction in the quantity of goods or services, or a change in the designs, specifications or delivery schedules unless authorised by the Buyer in writing. If a change will result in a change in the delivery schedule or the amount to be paid by the Buyer, the Seller must immediately notify the Buyer and the parties will negotiate appropriate adjustments in good faith.

5 Packaging

- The Seller must display the Purchase Order number on the packaging of the product, packing lists and any shipping or carriage containers, boxing or storage.
- The Seller acknowledges that the Buyer may require the Seller to affix barcodes where the Buyer has such barcoding systems in place.
- The Seller must ensure goods are packed with sufficient care to minimise damage to the goods during transport and to maximise the capacity of any stowage in containers or boxes in which goods are transported.
- The Seller is liable for all costs of packaging, storage, barcoding, and cartage.
- The Seller is liable to collect (at its cost) all packaging (including but not limited to boxes, pallets, and containers) save to the extent the goods are packaged for the purposes of resale.

6 Delivery

- Time is of the essence in relation to delivery of all goods and services that are the subject of a Purchase Order and the Seller agrees to deliver such goods and services to the address by the delivery date as particularised in the Purchase Order.
- The Seller must immediately notify the Buyer if it is unable to meet the specified delivery dates and indemnifies the Buyer against any loss, damages or claims which are caused or contributed to by the Seller's failure to comply with this clause.

7 Inspection and quality control

- The Seller must maintain strict quality control systems in accordance with industry best practice.
- The Seller must not make any changes to the products or services that are the subject of the Purchase Order unless otherwise approved in writing by the Buyer.
- The Buyer (or its agents) has the right to attend the Seller's premises to inspect the goods and services that may be subject to a Purchase Order and any books or records pertaining to quality control, and reject any such goods or services which do not match the Buyer's specifications under the Purchase Order or are not in line with industry best practice.
- Any rejection of goods or services in accordance with this clause 7 will be at the Seller's expense and the Seller will be liable for any damages or costs incurred by the Buyer.

8 Tools and machinery

- All tools, machinery and fixtures manufactured, produced or purchased by the Seller for the performance of the Purchase Order shall become the property of the Buyer upon acquisition by the Seller (where such tooling, machinery and fixtures have been

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incorporated in the price paid by the Buyer to the Seller for the goods).

- (b) The cost of such tools, machinery and fixtures shall be included in the total price of the Purchase Order.
- (c) The Seller must insure these items at its own cost for their full replacement value against loss or damage, theft, fire or water damage. Insurance is to be maintained in the joint names of both Buyer and Seller.
- (d) Any tools, machinery or fixtures supplied by the Buyer for the provision of goods or services will remain the property of the Buyer and must only be used for the purpose of carry out the Purchase Order. The Seller must keep these items in good repair and conditions return them to the Buyer promptly and safely at the Seller's cost when requested by the Buyer.

9 Title and risk

- (a) Title and risk in the goods remains with the Seller until delivery to the location specified in the Purchase Order.
- (b) Title and risk pass to the Buyer upon delivery and where the Buyer has paid for the goods prior to delivery, title shall pass to the Buyer upon payment.
- (c) Where the Buyer notifies the Seller that it suspect an Insolvency Event on the part of the Seller or non-delivery, the Seller will not sell or otherwise deal with such goods (including tooling) in its possession and the Seller irrevocably authorises the Buyer and/or any of its agents to enter any premises, by the use of reasonable force if necessary, where it reasonably suspects its goods are kept and to use the Buyer's name and to act on its behalf to recover possession of the Buyer's goods.
- (d) Defects as to quality appearing within six [6] months after delivery shall be deemed to have existed prior to delivery unless the defect results from improper installation or storage.
- (e) The Seller must insure goods for all risks until they are delivered in accordance with the Purchase Order and all policies must include the Buyer as an additional insured.
- (f) The Seller must provide certificates of currency of all insurances within seven (7) days of a request from the Buyer.

10 Payment

- (a) All prices and payment terms shall be specified in the Purchase Order. No amendments to such prices or payment terms may be made without the Buyer's written consent.
- (b) The Buyer will pay all undisputed invoices within 30 days of the end of the month in which the invoice was issued to the Buyer.
- (c) Payment by the Buyer will not constitute the Buyers acceptance that the Seller has performed the Purchase Order.
- (d) Buyer may deduct or set-off against payments any amounts owed by the Seller to the Buyer whether or not related to the Purchase Order.

11 Warranties

- (a) The Seller expressly warrants that upon title passing to the Buyer on delivery, the Seller has clear title to the goods and services, and no materials, equipment or supplies incorporated into the goods or services are subject to any liens, claims, security interests or encumbrances.
- (b) The Seller warrants that goods will be fit for the purpose for which they were supplied, conform to the specifications included or incorporated into the

Purchase Order, match all approved samples, comply with standards and technical rules imposed in applicable laws, regulations and industry standards, be new and free from all defects in materials and workmanship, be fit and sufficient for the intended purpose as made known to the Seller, and be of merchantable quality.

- (c) These warranties shall remain in place for a minimum of twenty-four (24) months from the date the Buyer accepts the goods.
- (d) If any goods or services are manufactured, processed or provided on behalf of the Seller by third parties other than the Seller (to the extent permitted hereunder), in addition to the making of the warranties provided above, the Seller shall transfer and assign to the Buyer such warranties of such third parties.

12 Buyer's Remedies

If delivery of goods or provision of services is not fully in accordance with the Purchase Order, without prejudice to any other rights the Buyer may have in law or equity, the Buyer may:

- (a) reject the goods and/or services and return the goods and/or services to the Seller at the Seller's cost;
- (b) require the Seller to promptly replace or rectify defects so that the goods/services comply with the Purchase Order at no cost to the Buyer;
- (c) make a replacement or rectification of the defect at the Seller's cost; or
- (d) treat the Purchase Order as repudiated by the Seller and cancel any outstanding deliveries or performance hereunder.

13 Indemnity

The Seller shall indemnify the Buyer, its directors, officers, employees, agents, servants, successors and assigns from and against any and all losses, damages, injuries, claims, demands, fines, penalties and expenses of whatever nature, whether foreseeable or not, arising out of or in any way connected with Goods or Services provided under the Purchase Order including:

- (a) any claims arising from the Seller's breach of any provisions of the Purchase Order;
- (b) any act or omission on the part of the Seller, its directors, officers, employees agents, servants, successors and assigns that result in Seller being considered an employee of the Buyer under Australian income tax laws;
- (c) any claims based on negligence, omissions, or wilful misconduct of the Seller; and
- (d) any claim by a third party alleging that the work under the Purchase Order, the results of such work or the Goods infringe a patent, copyright, trademark, trade secret or other proprietary rights of the third party;
- (e) any product liability claim concerning the goods or services; and
- (f) any claims asserted against the Buyer on account of any personal injury or property damages caused by the transportation of the Goods save to the extent that such claims are attributable to any act or omission of the Buyer.
save to the extent that such losses, damages, injuries, claims, demands, fines, penalties and expenses arise out of the negligence or wilful misconduct of the Buyer
- (g) The Seller must not settle any third party claims concerning the Purchase Order without the Buyer's written approval.

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(h) The Seller indemnifies the Buyer against any penalties incurred by the Buyer which is caused or contributed to by the failure of the Seller to comply with importation requirements of any government having jurisdiction over the Purchase Order.

14 Intellectual Property

- (a) For the purposes of this clause, 'IP' means all ideas, innovations, inventions, creations, discoveries, know-how, developments, concepts, designs and technological improvements (whether or not patentable) and all computer programs and code, literary works, publications, drawings, designs, specification, technological improvements or other works.
- (b) The Buyer retains all right title and interest in any IP developed, acquired, or otherwise obtained by it ("Buyer IP") and the Buyer hereby grants to the Seller a non-exclusive, non-transferable, limited licence to use only the Buyer IP for the sole purpose of performance of the Purchase Order.
- (c) Any IP developed by the Seller in connection with the Purchase Order ("Project IP") shall vest immediately in the Buyer and in the event that such Project IP includes any pre-existing IP developed or acquired by the Seller independently of the Purchase Order, the Seller here grants the Buyer a worldwide irrevocable licence to enable the Buyer's free and unfettered use of the Project IP.
- (d) The Seller agrees that it will not use any drawings or specifications provided by the Buyer to supply any goods to third parties and that all drawings and specifications will be deemed Confidential Information.
- (e) The Seller warrants that in performing the Purchase Order, the Seller is not in breach any IP rights of the Buyer or any third parties.
- (f) The Seller indemnifies the Buyer and its agents, employees, servants, successors and assigns from all costs, expenses, including all reasonable legal fees, damages or claims arising out of infringement or claim of infringement of any IP rights relating to the Purchase Order.

15 Termination for convenience

- (a) The Buyer may terminate a Purchase Order(s) at any time.
- (b) The Seller shall then cease work on the terminated Purchase Order(s) and make delivery of all goods, materials or other property held by the Seller under the Purchase Order(s).
- (c) The Seller must protect all property in which the Buyer has a proprietary interest even following termination.
- (d) The Buyer will be liable only for a pro-rata amount of the total price of the Purchase Order(s) for goods or services completed and delivered.
- (e) For goods or services in progress, the Buyer will only be liable for the actual costs of work in progress incurred by the Seller and where such work in progress cannot be utilised by the Seller in performing works for a third party, and shall not be liable for any amounts for anticipatory profits.
- (f) The Buyer shall not be liable for payments under this section unless a request is made within 3 months of the date of notification of termination.

16 Termination for cause

- (a) Either party may terminate the Purchase Order upon the provision of written notice where:

- (i) the other party is in default or has otherwise breached the Purchase Order;
- (ii) an Insolvency Event occurs in relation to the other party; or
- (iii) bankruptcy or winding up proceedings are issued against the other party.

(b) If a Purchase Order is terminated in accordance with this clause, in addition to any other remedies it may have, the buyer may procure similar Goods or Services at the Seller's cost.

(c) If a Purchase Order is terminated in part, the Seller must continue the performance of the non-terminated portion of the Purchase Order.

17 Compliance with Laws

The Seller agrees to comply with all applicable federal, state and local laws, orders and regulations in its performance of the Purchase Order.

18 Relationship of parties

The Seller agrees that the Seller acts as an Independent Contractor in carrying out these Terms. Nothing in these Terms shall be read to constitute or imply that the Seller is an agent or employee of the Buyer.

19 Confidentiality

The Seller shall maintain the confidentiality of any Confidential Information relating to the Purchase Order, the business or operations of the Buyer, or any other related information.

20 No consequential damages

In no event shall the Buyer be liable to the Seller or Seller's affiliates or third parties for any incidental, special or consequential damages arising out of, or in connection with, this Purchase Order, whether or not the Buyer was advised of the possibility of such damages.

21 Waiver

Without limiting any other provision of these Terms, the parties agree:

- (a) failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under these Terms by the Buyer does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under these Terms;
- (b) a waiver given by the Buyer under these Terms is only effective and binding when confirmed in writing by the Buyer; and
- (c) no waiver of a breach of these Terms operates as a waiver of another breach of these Terms.

22 Miscellaneous

- (a) These Terms may only be varied by a document signed by or on behalf of each party.
- (b) These Terms are governed by the laws of Victoria, Australia, and both the Buyer and Seller irrevocably submit to the jurisdiction of Victorian Courts.
- (c) Seller may not assign its rights under these Terms or the Purchase Order without the Buyers written consent, which may be withheld by the Buyer at its absolute discretion.
- (d) A reference to a date or time is to that date or time in Victoria, Australia.