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1 Definitions

Agreement has the meaning given in clause 2.

Authorisation means any authorisation, permit, consent, order, approval, resolution, licence, exemption, agreement, permission, notarisation, recording, filing, registration or requirement, from, issued by or made to any Governmental Authority.

Background IP means all Intellectual Property Rights in connection with the Goods and/or Services which are owned by or licensed to the party before the Effective Date.

Buyer means L3Harris Integrated Mission Systems Australia Pty Ltd (ACN 009 019 603).

Confidential Information means all information or data that is disclosed by or obtained from a disclosing entity for the purposes of the Agreement, on or after the Effective Date, relating to the operations, business, research and technology of the disclosing party, but does not include information which is:

- (a) publicly available or subsequently becomes publicly available other than in a breach of the Agreement;
- (b) lawfully known to the other party on a non-confidential basis before being disclosed by the party that owned the confidential information;
- (c) rightly acquired from a third party who is not in breach of an agreement to keep such information confidential; or
- (d) developed independently by a party and evidenced by written records.

Consequential Loss means:

- (a) consequential or indirect loss; and
- (b) loss and/or deferral of production, loss of revenue, profit or anticipated profit, loss of contract, however caused or arising whether by in contract, tort (including negligence), breach of duty or other legal doctrine or principle and whether or not foreseeable at the Effective Date.

Defective Goods and/or Defective Services means Goods and/or Services which are not in accordance with the Agreement, or are not to the quality or workmanship expected of a Relevant Contractor.

Delivery Date means the date the Goods must be delivered, and the Services must be completed by the Seller as specified in the Purchase Order.

Dispute Notice has the meaning listed in clause 26.

Effective Date means the date on which the parties entered into this Agreement as determined by acknowledgement of the Purchase Order by the Seller.

Employee means an employee of the Seller or the Buyer.

Force Majeure means an unforeseeable event or circumstance that was not contemplated by the parties at the time of entering the Agreement and resulted in a party being unable to perform their obligations under the Agreement, including, but not limited to, the following:

- (a) a cyclone, hurricane, typhoon (named in accordance with the procedures determined and approved by the "World Meteorological Organisation's Tropical Cyclone Committees")
- (b) earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster;
- (c) civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities;
- (d) fire caused by any of the events referred to in (a), (b) or (c); or
- (e) ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination.

Good Industry Practice means the practices, methods and acts engaged in or approved by a person which, in the conduct of its undertaking, exercises that degree of due diligence, prudence and foresight reasonably and ordinarily exercised by skilled and experienced persons, and in respect of the Seller, performance as would ordinarily be expected of a Relevant Contractor.

Goods and/or Services means all goods to be delivered or supplied and/or services to be performed by the Seller in accordance with the Agreement.

Governmental Authority means a governmental department, authority, instrumentality or agency having jurisdiction over the relevant matter and includes any governmental department, authority, instrumentality or agency that replaces that Governmental Authority in its jurisdiction over that matter, which in most instances will be an Australian Governmental Authority unless otherwise agreed between the parties.

Insolvency or Insolvent has the meaning given to it in the *Corporations Act 2001* (Cth);

Intellectual Property Rights means all registered and unregistered rights in relation to present and future copyright, trademarks, designs, know-how, patents, Confidential Information and all other intellectual property as defined in article 2 of the Convention establishing the World Intellectual Property Organisation 1967 (as amended and revised from time to time).

Law means any of the following which is in force from time to time:

- (a) any treaty, statute, directive, ordinance, rule, order, decree, or regulation, in each case, of any nation, state, jurisdiction, intergovernmental or supranational organisation, or of any political subdivision of the foregoing, including any binding requirement, instruction, direction, order, Authorisation, warrant, franchise or scheme of a Governmental Authority or other body of competent jurisdiction; and
- (b) any notices, guidance notes, circulars and codes of practice issued, made or published under or in connection with any of the foregoing.

Modern Slavery means any activity, practice or conduct that would constitute or in any way be consistent with slavery, forced labour, involuntary servitude, debt bondage, human trafficking, or other slavery-like exploitation, and which is prohibited or defined as a modern slavery offence under any applicable anti-slavery and human trafficking laws, statutes and codes in force from time to time.

Personnel means:

- (a) in relation to the Buyer, any of the Buyer's Employees or its related companies' employees, contractors, agents, consultants or representatives; and
- (b) in relation to the Seller, any of the Seller's Employees or the Seller's subcontractors' related companies' employees, contractors, agents, consultants or representatives; involved either directly or indirectly in the provision of the Goods and/or Services.

Price means the fees payable by the Buyer for the Goods and/or Services as set out in the Purchase Order.

Project IP means all Intellectual Property Rights created in connection with the Agreement but does not include rights to Background IP which has minor modifications applied in connection with the Agreement.

Purchase Order means the document entitled 'Purchase Order' issued by the Buyer to the Seller for the supply of Goods and/or Services in accordance with the Agreement.

Relevant Contractor means a contractor that exercises the degree of skill, quality, care, diligence and prudence that would reasonably be expected of a competent, expert and experienced contractor undertaking work, tasks, services, functions, responsibilities and obligations required for the provision of goods and/or services of a similar nature to the Goods and/or Services contemplated under this Agreement.

Seller means the person, firm or company named in the Purchase Order as the supplier.

Seller's Quotation means the Seller's quotation including the scope of the Services to be performed or the Goods to be supplied as specified in the Purchase Order.


Site means the Buyer's site, premises or other location specified in the Purchase Order.

Standard Terms means the terms and conditions set out in this document.

Warranty Period means 12 months after the date the Goods or the Services have been delivered or performed, unless stated otherwise in the Purchase Order.

2 Nature of Agreement

- 2.1 The Seller agrees to supply the Goods and/or Services on the following terms and conditions:
 - (a) these Standard Terms;
 - (b) the Purchase Order, including any attachments;
 - (c) the Seller's Quotation; and
 - (d) all other documents annexed to this document or incorporated by reference (together, the Agreement).
 - 2.2 In the event of any inconsistency between the documents comprising the Agreement, the documents are to be construed in the order listed in (a) to (e) above.
 - 2.3 To the extent permitted by Law and to the extent the Seller's terms and conditions or other additional terms are supplied to the Buyer in respect of the Goods and/or Services (including as printed on consignment notes or other documents), those terms and conditions will be of no legal effect and will not constitute part of the Agreement (even if any representative of the Buyer signs those terms and conditions or annexes the terms and conditions to the Agreement).
 - 2.4 The Seller agrees the Agreement does not prevent the Buyer from entering into arrangements or agreements with third parties for the purchase of any goods or services similar to the Goods and/or Services.
- ## 3 Performance of the Agreement
- 3.1 The Seller agrees to diligently commence the supply of the Goods and/or performance of the Services from the Effective Date to ensure it supplies the Goods and/or completes the Services:
 - (a) by the Delivery Date;
 - (b) complying with all applicable Law, standards, guidelines; and
 - (c) in accordance with the terms of this Agreement.
 - 3.2 Subject to clause 13 the Seller must deliver the Goods and/or Services at the time and place specified in the Agreement.

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4 Representations and Warranties

- 4.1 The Seller represents and warrants that:
- (a) the Goods and/or Services will:
- (i) match the description and specification in the Agreement;
 - (ii) be supplied in accordance with Good Industry Practice with the standard of skill, care and diligence of a Relevant Contractor; and
 - (iii) comply with all applicable Laws;
- (b) all Goods supplied will be:
- (i) of merchantable quality and fit for the purpose set out in the Agreement;
 - (ii) manufactured strictly in accordance with any manufacturing drawings, scope of work or descriptions supplied to the Seller by the Buyer;
 - (iii) free from any encumbrance, lien, mortgage, security or charge in favour of a third party or any other third-party interest, from the time of delivery to the Buyer;
 - (iv) properly packed, secured and labelled in accordance with Good Industry Practice and other requirements as set out in the Agreement; and
 - (v) inclusive of all drawings, certificates, objective quality evidence, and other documentation in the format and quantities specified in the Agreement.
- 4.2 These warranties remain unaffected notwithstanding any information which the Buyer provides to the Seller.

5 Reporting, Records and Inspections

- 5.1 The Seller must:
- (a) provide periodic reports on the performance and progress of the supply of the Goods and/or Services under the Agreement with such frequency and in such format as the Buyer may reasonably require from time to time; and
- (b) keep full and accurate records relating to the performance of the Agreement by both parties (including all invoiced charges made by the Seller and all transactions) for a period of not less than 7 years after the completion of the Work. The Buyer will be entitled to inspect and copy such records upon reasonable notice for the purposes of ensuring the Seller's compliance with the Agreement.
- 5.2 Subject only to providing reasonable notice, at any time during the supply of the Goods and/or Services the Buyer may inspect, examine, review and witness tests on the Goods and/or Services or their results at the Seller's premises or at any other premises agreed between the parties.
- 5.3 If, as a result of any review, inspection, examination, or witnessing of testing, the Buyer is not satisfied that the Goods and/or Services will comply in all respects with the Agreement and the Seller is informed in writing, the Seller must take such steps necessary to ensure compliance. Any review, inspection, examination or witnessing of testing of the Goods and/or Services or their results by the Buyer does not relieve the Seller of its responsibilities under this Agreement.

6 Health, Safety and Environment

- 6.1 The Seller is responsible for the management of health, safety and environmental issues related to their performance of the Agreement. Where the Seller is required to perform its obligations under the Agreement on a Site, the Seller must fully comply with all of the Site's health, safety and environmental requirements, all relevant environmental and safety Law, Good Industry Practices and Authorisations.
- 6.2 Whilst performing its obligations under the Agreement on Site, the Buyer may at any time conduct an audit of the Seller's compliance with any environmental and safety Law and any health, safety and environmental requirements of the Agreement. The Seller must cooperate with the Buyer (including any representative of a Governmental Authority in attendance) in the conduct of such audit, and provide information as and when requested by the Buyer.
- 6.3 The Seller must perform the Agreement in a manner that will prevent or minimise pollution and damage to the environment and ensure that no pollution occurs in any manner not permitted under any Law. If any Pollution emanates as a result of the Work, then the Seller must immediately comply with the directions of the Buyer or the Buyer's representative with regard to cleaning up the pollution and preventing further pollution. Any remediation requirements for pollution caused either directly or indirectly by the Seller or the Seller's Personnel will be the sole responsibility of the Seller.

7 Hazardous Substances

- 7.1 The Seller must ensure that the Goods comply with Laws and to the extent that they contain toxic, corrosive or hazardous substances, the Seller must ensure that a notice to that effect accompanies each consignment, together with appropriate care and handling instructions.

8 Export Licensing

- 8.1 The Seller is responsible for arranging all export control documentation, approvals, licenses or any other export obligations (whether those obligations

arise in Australia or overseas) relating to the provision of the Goods and/or Services to the Buyer under this Agreement.

- 8.2 The Buyer acknowledges and agrees that should an export licence be required for the provision of Goods and/or Services, the Buyer and/or the Buyer's customer may be required to provide an "End User Certificate" and other such documentation reasonably requested by the Seller.

9 Defective Goods and Services

- 9.1 If the Buyer identifies Defective Goods and/or Services at any time during the Warranty Period, it may reject the Defective Goods and/or Services by notifying the Seller that it is rejecting them.
- 9.2 The Buyer may then direct the Seller to:
- (a) repair, replace or refund amounts paid for, any Defective Goods; or
 - (b) reperform, correct or refund amounts paid for, any Defective Services.
- 9.3 Unless stated otherwise in the Purchase Order, the Seller will bear all incidental costs (including transportation costs) associated with the repair, replacement or reperformance of the Defective Goods and/or Services.
- 9.4 If the Seller fails or is unable to repair, replace or correct the Defective Goods and/or Services within a timeframe reasonably notified by the Buyer, the Buyer may repair, replace or correct the Defective Goods and/or Services itself or engage a third party to repair, replace or correct the Defective Goods and/or Services. The costs incurred by the Buyer as a result will be a debt due and payable from the Seller to the Buyer on demand and may be deducted from any payments otherwise due from the Buyer to the Seller.
- 9.5 The remedies provided in this clause do not exclude any other remedies provided by Law.

10 Price

- 10.1 In consideration for the supply of the Goods and/or Services, the Buyer will pay the Seller the Price.
- 10.2 The Price set out in the Agreement will be the sole consideration payable to the Seller under the Agreement, and is deemed to include all risks, liabilities and obligations expressed or implied in the Agreement or incurred in the course of the supply of the Goods and/or Services.
- 10.3 The Seller will pay all costs, taxes, expenses and liabilities incurred by the Seller in the course of the supply of Goods and/or Services under the Agreement, unless otherwise specified in the Purchase Order.

11 Invoicing and Payment

- 11.1 The Seller must submit an invoice to the Buyer at the end of each calendar month for the Goods and/or Services supplied in that month. Alternatively, if the Purchase Order sets out delivery or milestone dates for payment, then the Seller will submit a tax invoice upon delivery against the delivery or milestone date.
- 11.2 The tax invoice must set out particulars of all Goods and/or Services supplied by the Seller and the amount payable by the Buyer under the Agreement in respect of those Goods and/or Services, and how the amount of the invoice was calculated (including any relevant documentation or evidence).
- 11.3 Subject to clause 11, the Buyer will pay all invoices submitted by the Seller in accordance with the payment terms set out in the Purchase Order.

12 Set-Off

- 12.1 The Buyer may deduct from any money due or becoming due to the Seller under the Agreement, including but not limited to:
- (a) all debts, damages, costs, expenses or any other moneys due from the Seller or its subcontractors to the Buyer under or by virtue of any provision of the Agreement, the supply or non-supply of the Goods and/or Services; and
 - (b) all costs, losses, charges, damages, liquidated sums and expenses which the Buyer may have paid or incurred and which, or for which, the Seller or its personnel is or are liable to bear, pay or make reimbursement to the Buyer.

13 Extension of Time to the Delivery Date

- 13.1 The Seller must immediately give the Buyer written notice of all incidents, circumstances or events of any nature affecting or likely to affect the Seller's ability to deliver the Goods and/or perform the Services by the Delivery Date and advise a revised date when delivery can be achieved.
- 13.2 The Buyer may grant an extension of time to the Delivery Date if the supply of the Goods and/or Services has been delayed by:
- (a) Force Majeure; or
 - (b) any other act or omission of the Buyer, but excluding acts or omissions authorised or permitted under the Agreement and which are done or omitted in accordance with the Agreement; or
 - (c) a material breach by the Buyer of its obligations under the Agreement.
- 13.3 If the Buyer grants the Seller an extension of time to the Delivery Date, the Buyer will reimburse the Seller for its costs actually, reasonably and properly incurred as a direct consequence of the delay (evidenced on an open book basis).

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13.4 The Buyer may, in its absolute discretion at any time by written notice to the Seller, extend the Delivery Date. The Buyer is not required to exercise its discretion under this clause for the benefit of the Seller.

14 Suspension

14.1 The Buyer has the right, at any time and for any reason, to suspend the Agreement or any part of the Agreement immediately. When the Seller receives a notice of suspension from the Buyer, it must suspend the performance of its obligations until such time as the Buyer directs that the Agreement is no longer suspended.

14.2 If the whole or part of the Agreement is suspended in accordance with clause 14.1 then the Buyer will pay to the Seller the verified additional costs necessarily incurred by the Seller during or arising out of the suspension unless the suspension is caused or contributed to by:

- (a) Force Majeure;
- (b) the non-performance of any of the Services by the Seller or its personnel;
- (c) any breach by the Seller of its obligations under this Agreement; or
- (d) any concern in regards to unsafe conditions or activities which arises in relation to the Seller in accordance with its obligations under clause 3.1(b).

15 Variations

15.1 Unless otherwise specified in this Agreement, the Agreement may not be amended or varied, unless agreed upon by both parties and documented in writing.

15.2 The Seller acknowledges and agrees that a variation may involve the omission of any part or parts of the supply of Goods and/or Services and the provisions of clauses 16.2 and 16.4 will apply to the Goods and/or Services omitted.

16 Default and Termination

16.1 If at any time a party becomes Insolvent, the other party may terminate the Agreement with immediate effect by giving written notice.

16.2 The Buyer may, at any time, terminate the Agreement in whole or in part without cause at its absolute discretion by giving the Seller written notice.

16.3 The Buyer may terminate the Agreement in whole or in part and with immediate effect, by notice to the Seller, if:

- (a) the Seller or any of its personnel commits an act of fraud, wilful misconduct, illegal or unlawful acts in respect of any matter in connection with the Agreement;
- (b) the Seller is in breach of any provision of this Agreement and the Buyer reasonably determines that the breach is not capable of remedy;
- (c) the Seller is in breach of any provision of the Agreement which is capable of remedy and fails to remedy that breach at its own expense and to the reasonable satisfaction of the Buyer within 14 days after receipt of a notice from the Buyer specifying the breach; or
- (d) the Buyer is expressly entitled to exercise a right of termination under any other provision of the Agreement.

16.4 Without prejudice to any other rights of the Buyer under the Agreement, in the event of termination under clause 16.2, the Buyer will pay to the Seller:

- (a) the Price for Goods and/or Services provided to the Buyer prior to the effective date of termination and not included in any previous payment by the Buyer;
- (b) the cost of materials reasonably ordered by the Seller for the purpose of providing the Goods and/or Services prior to the date of termination, which the Seller is legally liable to accept and cannot otherwise utilise, but only if the materials become the property of the Buyer upon payment;
- (c) reasonable and substantiated costs of demobilisation; and
- (d) reasonable costs of complying with any directions given by the Buyer upon, or subsequent to, termination.

16.5 On the expiration or earlier termination of the Agreement, the Seller must:

- (a) cease supply of the Goods and/or performance of the Services;
- (b) do its best to minimise the cost of termination to the Buyer;
- (c) immediately cease using all items of applicable Buyer's property and Intellectual Property; and
- (d) within 30 days after termination or expiration, return to the Buyer (or if requested, erase and/or destroy) all copies in any form of the Buyer's Background IP or Project IP in the possession or control of the Seller and/or its personnel.

17 Insurance

17.1 Unless stated otherwise in a Purchase Order, the Seller must, before commencing the supply of Goods and/or Services, effect and maintain the following insurances:

- (a) Workers Compensation insurance, complying with all statutory requirements (including providing any compulsory statutory workers' compensation benefits) and common law liability as required by Law in Western Australia;
- (b) Public and Product Liability insurance, providing cover for general and public liability to a limit not less than \$5,000,000.00 or as otherwise agreed between the parties in respect of any one occurrence arising out of the same source or original cause;
- (c) Professional Indemnity insurance where the Services include "professional services" as nominated in the Agreement to cover for liability to a limit of not less than \$10,000,000.00 in relation to any one claim, or any other amount as otherwise agreed between the parties;
- (d) Transit Carrier insurance where the Agreement requires the Seller to be responsible for the transportation of Goods to cover all liabilities for loss or damage to the Goods for 110% of the replacement value.

17.2 The Seller must provide evidence of the currency of insurance to the Buyer at any time upon request.

18 Title and Risk

18.1 Title in any Goods passes to the Buyer when the Buyer pays the Price for the relevant Goods or when such Goods are applied in the course of provision of the Services, whichever is the first to occur.

18.2 Risk of any loss or damage in any Goods remains with the Seller until delivery to the Buyer in accordance with the delivery terms of the Purchase Order.

19 Liability and Indemnities

19.1 The Seller is liable for and must indemnify on demand the Buyer and its personnel from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, defects and costs and expenses of any nature, including legal fees and expenses, arising in any manner out of or in any way in connection with the acts or omissions of the Seller or its Personnel under or in connection with the provision of the Goods and/or Services or this Agreement, whether or not the acts or omissions are in tort (including negligence), breach of contract or otherwise regarding the Agreement, except to the extent that the loss is caused by the negligence, acts or omissions of the Buyer or its Personnel.

19.2 Notwithstanding anything in the Agreement to the contrary, but subject to clause 19.4, neither party will be liable to the other for any Consequential Loss, however arising, under, or in respect of conduct under, this Agreement.

19.3 Subject to clause 19.4, the Seller's total cumulative liability to the Buyer will be limited to the sum specified in the Purchase Order of the Agreement, or if this is not stated, the Price.

19.4 The exclusion of liability in clause 19.2 and the limitation of liability at clause 19.3 does not apply in relation to the liability of the Seller:

- (a) in respect of any injury, disease, illness or death of any person;
- (b) clause 20 (Intellectual Property) and clause 21 (Confidential Information);
- (c) in respect of any fine, penalty imposed or cost of criminal prosecution under any applicable Law;
- (d) in respect of any third-party claims;
- (e) in respect of any Employee claims, if applicable;
- (f) in act or omission of fraud, criminal act, dishonesty, wilful misconduct or misrepresentation of the Seller and/or any of the Seller's Personnel;
- (g) for any loss arising from an occurrence which should be covered by a policy of insurance in the name of the Seller required under the Agreement; and
- (h) arising from its repudiation of this Agreement.

20 Intellectual Property

20.1 The Seller:

- (a) grants to the Buyer; or
- (b) if the Seller does not own all Intellectual Property Rights in the Seller's Background IP, must procure that each relevant third-party grants to the Buyer,

a non-exclusive, transferable, royalty free, irrevocable and perpetual licence to use, reproduce, configure, adapt or modify, including a right to sub-licence, without limitation, all Seller's Background IP for the purposes of or in connection with the Seller's delivery of projects to its customers (including projects that are not directly related to the Goods and/or Services), and its business more generally. Nothing in this clause requires the provision of manufacturing information or software source code unless specifically mentioned in the Agreement.

20.2 The Seller acknowledges and agrees that the ownership of the Project IP (whether complete or not) vests in the Buyer, and nothing in this Agreement prevents, limits or restricts the Buyer's subsequent use or exploitation of the Project IP.

20.3 The Seller warrants that:

(a) the provision of the Goods and/or Services and ownership by the Buyer of the Project IP does not and will not infringe or violate the Intellectual Property Rights of any third party; and

(b) it owns all Intellectual Property Rights in the Seller's Background IP or to the extent that it does not (including to the extent the material is commercially available off-the-shelf third-party software), it is entitled to grant the licences contemplated by clause 20.1.

20.4 The Seller will save, indemnify, defend and hold harmless the Buyer from and against all claims for, or arising out of, any infringement or alleged infringement of:

(a) any of the Intellectual Property licensed by the Seller to the Buyer under this clause 20 or contained in any information supplied by the Seller to the Buyer; or

(b) any Intellectual Property arising out of or in connection with the performance or non-performance of the obligations of the Seller under the Agreement.

21 Confidential Information

21.1 Each party must:

(a) maintain the secrecy of all Confidential Information of the other party;

(b) not use the other's Confidential Information except as required for the performance of the Agreement;

(c) not disclose the other's Confidential Information to any other person other than its Personnel or subcontractors who need to know the Confidential Information in order to perform that party's obligations under the Agreement; and

(d) use reasonable endeavours to ensure that its Personnel and advisers comply with this clause.

21.2 Each party may disclose the other's Confidential Information if required by law but will, if possible, inform the other party first and use reasonable endeavours to limit the terms of that disclosure as reasonably requested.

22 Force Majeure

22.1 If a party is prevented from carrying out the whole or any part of its obligations under the Agreement by reason of Force Majeure, that party must immediately give written notice to the other party. The affected party must keep the other party informed of any changes in the circumstances causing the Force Majeure.

22.2 The obligations of the affected party, so far as they are affected by Force Majeure, will be suspended for the period that the Force Majeure persists and the affected party will not be in default under the Agreement. The affected party must use its best endeavours to remedy or mitigate the effect of any Force Majeure and comply with its obligations under the Agreement.

22.3 Notwithstanding any provision of the Agreement, if the Force Majeure causes the suspension of the Seller's obligations for a continuous period of 6 months either party may terminate the Agreement by written notice to the other party.

23 Forced Labour or Slavery

23.1 The Seller warrants that it has:

(a) thoroughly investigated its labour practices, and those of its personnel, to ensure that there is no Modern Slavery used anywhere in the Seller's business or by any of its direct suppliers or subcontractors;

(b) put in place all necessary processes, procedures, investigations and compliance systems to ensure that the warranties made in this clause will continue to be the case at all times; and

(c) taken, and will take in the future, all necessary actions and investigations to validate the warranties made in this clause.

24 Anti-bribery and Corruption

24.1 The Seller must not, and must procure that its Personnel do not:

(a) pay or accept any commissions or fees, or make or accept any payments or rebates to or from any of the Buyer's Personnel, or favour any of those persons with gifts or entertainment of unusual or substantial value, or enter into any business arrangements with any of those persons, that would result in a detriment to the Buyer or is contrary to fair dealing; and

(b) provide or offer to provide a benefit (which is not legitimately due) to a public official (including a foreign public official) in order to retain or obtain a business advantage.

24.2 The Seller must, and must ensure that its Personnel, immediately report to the Buyer any offer, payment, rebate or other benefit, or any receipt of any payment, benefit or rebate of the kind referred to in clause 24.1.

25 Counterfeit Parts

25.1 The Goods supplied under this Agreement must not, to the best of the Seller's knowledge after making reasonable enquiries as to the origin of the materials used in producing the Goods, contain counterfeit parts (non-genuine parts) or conflict minerals (minerals sourced from the Democratic Republic of Congo and surrounding areas and associated with the funding of terrorism).

26 Dispute Resolution

26.1 In the event of a dispute arising, either party must give notice to the other in writing, setting out the details of the dispute (Dispute Notice).

26.2 Within 7 days of receipt of the Dispute Notice, representatives (to be nominated by each party) must first convene and will use their best efforts to negotiate in good faith to reach a reasonable and equitable resolution to the dispute.

26.3 If the dispute has not been resolved within 30 days after the parties' representatives first convene, either party may commence legal proceedings in connection with that dispute in any Western Australian court of competent jurisdiction. Nothing in this clause:

(a) prevents either party from applying to a court for urgent injunctive relief; or

(b) prohibits the parties from agreeing to alternative dispute resolution procedures, such as mediation, arbitration or expert determination.

26.4 Despite the existence of any dispute, the Buyer and Seller shall continue to perform their obligations under the Agreement.

27 Notices

27.1 All notices, requests, variations and other communications by both parties are to be in writing and delivered promptly to the appropriate addresses named in the Purchase Order.

28 Other Matters

28.1 **Survival** – Clauses 2.1, 9, 19, 20, 21 and 27.1 survive the expiry or earlier termination of the Agreement.

28.2 **Waiver** – Waiver of any right arising from a breach of the Agreement must be in writing and executed by the party granting the waiver. Failure by the Buyer to exercise a right, remedy or power at any time will not be construed in any way to affect the enforceability in any other instance, or the enforceability of the Agreement as a whole.

28.3 **Governing law and jurisdiction** – The Agreement shall be governed and construed in accordance with laws of the State of Western Australia as the governing law of the Agreement. The parties irrevocably submit to the exclusive jurisdiction of the Courts of the State of Western Australia.

28.4 **Entire Agreement** – The Agreement as amended or varied from time to time represents the entire agreement between the parties and supersedes all prior arrangements whether written or oral in relation to the Goods and/or Services.