MCDERMOTT AVIATION PTY LTD

TERMS AND CONDITIONS OF PURCHASE
MCDERMOTT AVIATION PTY LTD. OR ITS AFFILIATES

These Terms and Conditions of Purchase shall be read with and form part of the Purchase Order to which they relate.

"Buyer" means MCDERMOTT AVIATION PTY LTD. OR ITS AFFILIATED, INCLUDING BUT NOT LIMITED TO THOSE ENTITIES OWNED OR UNDER COMMON CONTROL.
"Supplier" means the person, company, government or other entity described in the Purchase Order and includes their personal representatives, survivors and permitted assigns.
"End User" means any end-user of the Deliverables.
"Background Intellectual Property" means intellectual property rights of the Supplier or a third party which have not been created as part of, or for the purpose of, providing the Deliverables under the Purchase Order and are identified in writing by the Supplier to the Buyer prior to their disclosure as such.
"Correctly Labelled" means McDermott Aviation adheres to the Global Harmonised System (GHS) of Classification and Labelling of Chemicals, which was developed by the United Nations in 2003.
"Data" means all know-how and information reduced to material form produced, acquired or used in relation to the Deliverables and includes all data, databases, manuals, handbooks, designs, standards, specifications, reports, writings, models, sketches, plans, drawings, calculations, software, source code, software design data, test results, software and software updates and other items describing or providing information relating to the Deliverables or their use, operation and maintenance.
"Deliverables" means the Goods and/or Services.
"Equipment" means the items made available by the Buyer to the Supplier to enable the Supplier to provide the Services in relation to the Equipment.
"Export Authorisation" means any permit, licence, exemption or other official approval required by the Export Regulations and issued by the respective authority responsible for administering the Export Regulations
"Export Regulations" means any Australian, New Zealand, US, EU or other foreign law or regulation governing the export or import of an item or thing including any applicable sanctions and embargoes.
"Goods" means the articles, products, materials, items, parts, components, assemblies, tools or any item described in the Purchase Order.
"GST Act" means A New Tax System (Goods and Services Tax) Act 1999 (Cth).
"Hazardous Chemical" means McDermott Aviation adheres to the Global Harmonised System (GHS) of Classification and Labelling of Chemicals, which was developed by the United Nations in 2003.
"Purchase Order" means the Purchase Order of which these Terms and Conditions of Purchase form part, raised by the Buyer for the provision of the Deliverables.
"Safety Data Sheet" means a safety data sheet prepared under regulation 330 or 331 of the Work Health and Safety Regulations 2011 (Cth) or as otherwise defined pursuant to comparable legislation.
"Services" means the work, activities or labour provided or applied to Equipment as described in the Purchase Order.

"Terms and Conditions of Purchase" means these terms and conditions.

1. PURCHASE ORDER: The Purchase Order constitutes the Buyer's offer to purchase Deliverables. By accepting the Purchase Order, the Supplier agrees to supply the Deliverables according to the Purchase Order and the Terms and Conditions of Purchase. No Supplier issued terms and conditions, confirmation, delivery document, payment advice or subsequent representation (unless agreed in writing by the Buyer) will form part of the Purchase Order. In the event of inconsistency between the documents forming part of the Purchase Order, precedence will be given first to the Purchase Order, secondly to any special conditions expressly contained within the Purchase Order, and thirdly to these Terms and Conditions of Purchase, to the extent of the inconsistency. Unless expressly stated to the contrary, the prices set out in the Purchase Order are inclusive of all costs incurred by the Supplier including but not limited to packaging, insurance and delivery of the Goods or items used or supplied in the performance of the Services. Variations to the Purchase Order must be in writing signed by both parties.

2. PERFORMANCE OF THE CONTRACT: The Supplier will deliver the Deliverables at the time and place specified in the Purchase Order. The Supplier will ensure that the Deliverables comply with these Terms and Conditions of Purchase, and special conditions specified in the Purchase Order (if any).

3. PACKAGING: No charges will be paid by the Buyer for transportation packing or returnable containers unless otherwise stated by Buyer in the Purchase Order. Supplier must ensure that all shipments are packaged appropriately for the method of transportation and must protect the specialist nature of the Goods or Equipment and ensure that the shipments conform to the Buyer's packaging specifications in the Purchase Order (if any). The Supplier will be responsible for any loss, damage or expenses incurred by the Buyer due to packaging which is not in accordance with the requirements of this clause. The Supplier shall, where appropriate, affix to the outside of each package in a waterproof envelope relevant document as required by governmental shipping instructions.

4. DELIVERY: All Goods and Equipment delivered by the Supplier are to be delivered to the delivery location by the delivery date specified in the Purchase Order. The Supplier will deliver the Goods and Equipment with appropriate documentation that identifies the Purchase Order, Goods and Equipment. All Goods and Equipment containing aeronautical product are to be supplied with a certificate of conformance or other relevant certificate as specified on the Purchase Order, which complies with all relevant airworthiness requirements. At the time of delivery of the Goods or the provision of the Services, the Supplier will certify in writing that the Deliverables comply with the requirements of the Purchase Order and the Terms and Conditions of Purchase.

5. ACCEPTANCE: Deliverables provided by the Supplier are subject to acceptance by the Buyer. The Buyer will, within 30 days of receiving the Deliverables from the Supplier, accept or reject the Deliverables in Buyer's discretion, advising the Supplier in writing of the reasons for the rejection. Where the Buyer rejects the Deliverables as not conforming to the requirements of the Purchase Order or the Terms and Conditions of Purchase, the Supplier will, within 10 days of receipt of the rejection notice, provide the Buyer with notice, detailing its proposed remedy in full. The Buyer will within 10 days of receipt of the notice and in Buyer's discretion: (a) instruct the Supplier in writing to complete any course of action proposed by the Supplier within a specified time; or

(b) issue a notice of rejection of the Supplier's proposal and direct that:

(i) the Supplier submit an alternative proposal within 10 days of that notice; or

(ii) pay the Buyer's reasonable charges (approved in writing) calculated at rates and prices comparable to aircraft industry standards for the Buyer to complete the work necessary to rectify the Deliverables so that they comply with the Purchase Order.

The Supplier will bear all costs associated with replacing or correcting the rejected Deliverables.

6. APPROVALS BY THE BUYER: Approval by the Buyer of any Deliverables or of any designs, drawings, specifications or other documents prepared by the Supplier will not relieve the Supplier of any of its obligations under the Purchase Order or the Terms and Conditions of Purchase, or excuse or constitute a waiver of any defects or noncompliance of any Deliverables furnished under the Purchase Order or the Terms and Conditions of Purchase.

7. SPECIFICATIONS: All Deliverables Purchase Ordered to the Buyer's specifications shall comply with

such specifications current as of the date of the Purchase Order, unless otherwise expressly specified in the Purchase Order. All Goods provided by the Supplier in provision of the Deliverables must be as factory new or new item supplied from the original equipment manufacturer or new manufacture from the approved true manufacturer, unless otherwise expressly stated by Buyer in the Purchase Order.

8. PASSING OF TITLE AND RISK: Good and marketable title, free and clear of all liens and encumbrances whatsoever, to the Goods and risk of loss or damage to the Goods will pass to the Buyer upon delivery of the Goods unless otherwise expressly specified in the Purchase Order. Supplier hereby agrees to warrant and defend such title forever. The title warranty provided under this Clause 8 shall survive the completion of the applicable Purchase Order in perpetuity.

9. PAYMENT: The Supplier must issue an itemised and correctly rendered invoice for the Deliverables in accordance with the Purchase Order and send its invoice to the address for invoices specified on the Purchase Order.

The Buyer will pay the Supplier's invoice on the 30th day of the calendar month which follows the end of month in which the invoice is received by the Buyer, except to the extent that the invoice is in dispute, in which case Buyer shall not be obligated to pay the invoice until the dispute is resolved to Buyer's satisfaction.

If the date on which payment is payable falls on a Saturday, Sunday or a Public Holiday then the payment shall be made on the following business day.

An invoice is correctly rendered if:

(a) the amount claimed is due for payment;

(b) the amount specified in the invoice is in accordance with the prices or rates specified in the Purchase Order;

(c) the invoice provides sufficient description of the Deliverables that have been supplied and to which the invoiced amount relates;

(d) the invoice is addressed to the Buyer and identifies the relevant contract, certificate of conformance/ release certificate number, the relevant Purchase Order, item number and a description and quantity of those goods; and

(e) if GST is payable in respect of the provision of the Deliverables, the invoice is a tax invoice which is fully compliant with the GST Act.

In addition to the price, the Buyer will pay an amount equal to the GST on the supply of the Deliverables as itemised. Supplier hereby represents and warrants that Supplier shall timely remit any and all GST received from Buyer to the applicable authorities, which representation and warranty shall survive the completion of the applicable Purchase Order in perpetuity.

Unless otherwise specified in the Purchase Order, all payments will be made by electronic bank transfer to the Supplier's bank account, as notified in writing to the Buyer.

10. FAILURE TO DELIVER: If the Supplier fails to deliver the Deliverables in accordance with the Purchase Order, the Buyer reserves the right to cancel the Purchase Order or any part of the Purchase Order without prejudice to its other rights, and the Supplier agrees that the Buyer may return all or any part of the Goods so far delivered and may charge the Supplier for any loss, damage or expense sustained as a result of the failure to deliver the Deliverables.

11. PROCEDURES FOR DELAY: If the Supplier becomes aware that the delivery may be delayed, the Supplier will within 5 days of becoming aware of the delay notify the Buyer in writing. The Supplier's notice must detail the nature of the cause of the delay, the anticipated extent of the delay, the steps being taken to alleviate and otherwise deal with the delay and the cause of the delay, and the revised delivery date. The Buyer will, in Buyer's discretion, within 5 days of receiving the Supplier's notification either, accept the revised delivery date, negotiate an alternate delivery date with the Supplier, or exercise its rights under Clause 10.

12. FORCE MAJEURE: Except as otherwise provided in Clause 11, a party will not be liable for any delay or failure to perform its obligations pursuant to the Purchase Order, to the extent that such delay or failure is caused or contributed to by war, whether declared or not, acts of terrorism, insurrection, strikes, fire, inclement weather, government restrictions or for any other cause which is beyond the

reasonable control of the party.

13. CARE, CUSTODY AND CONTROL OF EQUIPMENT AND/OR DATA: The parties acknowledge that the Equipment and Data provided by the Buyer to the Supplier (if any) is confidential and proprietary, and is furnished solely for the purpose of enabling the Supplier to perform its obligations under the Purchase Order. Care, custody and control (including the obligation to comply with any Defence security requirements) of Equipment and Data provided by the Buyer to the Supplier will pass to the Supplier on delivery to the Supplier or on the Supplier taking care, custody or control (whichever is sooner) and continues until it is redelivered to the Buyer or returned to the Buyer's care, custody or control (whichever is sooner). Equipment and Data supplied by the Buyer will remain the sole property of Buyer, and the Supplier must ensure that Data is (a) treated as the Buyer's confidential information by the Supplier and the Supplier's officers, agents, and employees and (b) protected by using the same degree of care as it uses to protect its own information of a like nature, but no less than a reasonable degree of care. Data must not be reproduced, used or disclosed to others by the Supplier without the Buyer's prior written consent. The Supplier must protect Equipment and Data from loss or damage howsoever arising whilst they are in the Supplier's possession or under its custody, care or control and it accepts responsibility for any such loss or damage. The Supplier must notify the Buyer of any loss or damage of Equipment or Data within 2 days of the Supplier becoming aware of the occurrence of such loss or damage. Supplier hereby agrees to accept care, custody and control of the Equipment and Data "AS-IS, WHERE-IS, WITH ALL FAULTS" and agrees that Buyer makes no representations or warranties to Supplier of any kind relating to the Equipment and Data provided to Supplier, and the Buyer shall not be liable for any personal injury or death of the Supplier, its employees or sub-contractors, or any loss or damage to the property of the Supplier its employees or sub-contractors, arising in any way out of any defect in any Equipment or Data provided to the Supplier. Equipment and Data provided by the Buyer to the Supplier, must be returned to the Buyer on demand or on completion of the Purchase Order (whichever is sooner) in the same or better condition as when the Supplier took receipt of the Equipment or Data. Supplier shall pay to Buyer, and shall otherwise indemnify, defend, and hold Buyer harmless from and against, any and all loss or damage relating to Supplier's noncompliance with this Clause 13. Data which the Supplier may disclose to the Buyer with respect to the design, manufacture, sale or use of the Services covered by the Purchase Order, except where specifically marked as 'Confidential Information', shall be deemed to have been disclosed as part of the consideration for the Purchase Order and the Supplier will not assert any claim against the Buyer for breach of confidentiality by reason of the Buyer's use of that Data. This Clause 13 shall survive the completion of any Purchase Order in perpetuity.

14. ASSIGNMENT AND SUBCONTRACTING: The Supplier must not assign its rights under any Purchase Order, or sub-contract any activities in relation to the Purchase Order, without the Buyer's prior written consent. The granting of consent by the Buyer to engage sub-contractors will not be construed as relieving the Supplier of its obligations under the Purchase Order. The Supplier shall keep Buyer's Equipment and Data confidential and shall not disclose any information relating thereto to any subcontractor. Supplier shall ensure that any and all sub-contractors comply with all terms of the Purchase Order and the Terms and Conditions of Purchase (and Supplier shall indemnify, defend, and hold Buyer harmless from and against any and all loss or damage relating to any sub-contractor's non-compliance with the Purchase Order and/or the Terms and Conditions of Purchase, which indemnification shall survive the completion of the applicable Purchase Order in perpetuity). The Supplier must stipulate in all sub-contract Purchase Orders entered pursuant to this Purchase Order, that the Buyer is granted access to sub-contractor's facilities and data, records and material to the same extent as the Buyer may have in relation to the Supplier under clause 18. Buyer may assign a Purchase Order to any party meeting the definition of Buyer herein without the consent of Supplier.

15. WARRANTY: The Supplier warrants for a period of 12 months following the Buyer's acceptance under clause 5, or later as may be provided in the Supplier's warranty, that despite any inspection of the Deliverables by the Buyer, the Deliverables are of merchantable quality, comply with the requirements of the Purchase Order and the Terms and Conditions of Purchase and to the Data, are fit for the purposes for which the Deliverables are intended to be used by the Buyer, free from all

defects (including latent defects) and deficiencies, whether in design, performance, materials or workmanship, and correspond with any samples supplied by the Supplier to the Buyer (if any). The Buyer may by written notice to the Supplier, make a warranty claim in relation to all or any of the Deliverables (including Deliverables with latent defects) within 30 days of Buyer's discovery of the non-compliance, defect or deficiency. Where a claim is made by the Buyer, the Supplier shall, at Buyer's election and within 20 days of receipt of the claim:

(a) notify the Buyer to return the Goods or Equipment to the Supplier at the Supplier's expense and correct the non-compliance, defect or deficiency at the Supplier's expense;

(b) replace the Deliverables or relevant parts with replacement Deliverables or parts of similar value, useful life and make to the Buyer's satisfaction and deliver these to the Buyer at the Supplier's expense; or

(c) pay the Buyer reasonable charges calculated at rates and prices comparable to aircraft industry standards for repairs required for the Buyer's correction of the non-conformance, defect or deficiency.

16.INTELLECTUAL PROPERTY: Intellectual Property means all present and future copyright, neighbouring rights and all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks),registered and unregistered designs, Confidential Information, circuit layouts and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world.

17. INDEMNITY: The Supplier indemnifies, defends, and holds harmless the Buyer, along with its officers, agents, employees, subcontractors, successors, assignees, customers and users of the Deliverables, from and against loss, damage or expense incurred on account of any claim, judgment or demand: (a) arising out of or in connection with the Supplier's performance of the Purchase Order and/or Terms and Conditions of Purchase, including in relation to any Deliverables, except to the extent that such loss, damage, or expense was caused or substantially contributed to by the Buyer; or (b) involving infringement or alleged infringement of any Intellectual Property rights in the manufacture, use or disposition of the Deliverables. The Buyer will notify the Supplier of any suit instituted against the Buyer in relation to this clause. The indemnities provided in this Clause 17 shall survive the completion of the applicable Purchase Order in perpetuity.

18. ACCESS, AUDIT AND RECORDS: The Supplier grants the Buyer access at all reasonable times to the Supplier's premises and nonfinancial data, records or material relevant to the performance of the Purchase Order for the purposes of inspecting Buyer property and data and performing audit and surveillance activities in connection with the Supplier's compliance with the requirements of the Purchase Order. The Supplier must retain all records (including copies of all sub-contractors' records) relating to the Purchase Order for a period of no less than seven (7) years following completion of the Purchase Order.

19. EFFECT OF INVALIDITY: The invalidity in whole or in part of any provision of these Terms and Conditions of Purchase will not affect the validity of any other provision.

20. TERMINATION: The Buyer may terminate the Purchase Order in Buyer's discretion in whole or in part by providing the Supplier seven (7) days written notice. Upon termination, the Buyer will be responsible for paying for any work completed by the Supplier up to the termination date, in accordance with the applicable Purchase Order and these Terms and Conditions of Purchase; however, Buyer shall not be liable for such payment in the event that such termination is due to Supplier's breach of the terms of the Purchase Order and/or the Terms and Conditions of Purchase.

21. DISPUTES: Any disagreement arising out of or in connection with a Purchase Order that is not settled by agreement within one (1) month of its notification by either party, may be settled by appropriate legal proceedings. Each party will continue to perform its obligations under the Purchase Order and the Terms and Conditions of Purchase despite the existence of a dispute or any proceedings under this clause.

22. RIGHTS, REMEDIES AND WAIVER: The rights and remedies provided to the Buyer in these Terms and Conditions of Purchase will be cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any provision will not constitute a waiver of any other breach. The laws of the state, territory, or country shown in the Buyer's address on the Purchase

Order will apply to the Purchase Order (and these Terms and Conditions of Purchase as applicable to the Purchase Order). The parties hereby submit to the non-exclusive jurisdiction of the courts of that state, territory, or country.

23. TAXES, DUTIES, AND OTHER CHARGES: The Supplier assumes exclusive liability under all laws that impose taxes (other than GST), duties, or charges arising out of or in connection with the Purchase Order and/or the Terms and Conditions of Purchase and must pay (and shall indemnify, defend, and hold Buyer harmless from and against) any and all such taxes, duties, and charges, except those the Buyer agrees in writing or is by law required to pay itself, and which are separately stated on the invoice. This Clause 23 shall survive the completion of the applicable Purchase Order in perpetuity.

24. SUPPLY OF DELIVERABLES: The Supplier must:

(a) not interfere with activities at the Buyer's delivery address;

(b) be aware of and comply with all applicable laws, all site standards and procedures and any lawful direction given by the Buyer to the Supplier;

(c) ensure the Supplier performs in a safe manner, is properly qualified and skilled in performance of their task not to prejudice safe work practices, safety and care of property and continuity of work;

(d) provide information and assistance required by law or in the connection with any Workplace Health, Safety and Environment investigation; and

(e) ensure that in carrying out activities in connection with the Purchase Order or the Deliverables, it does not pollute, contaminate or otherwise damage the environment.

25. EXPORT CONTROL: The Supplier must comply with all applicable Export Regulations and acknowledges that acts contrary to such Export Regulations are prohibited. Where requested by the Buyer, upon acceptance of the Purchase Order, the Supplier must identify and notify to the Buyer, all Export Regulations applicable to the Deliverables by way of a signed "Export Control Classification Declaration" available through the "Terms and Conditions" link on the Buyer's website at https://mcdermottaviation.com/supplychain/

Whenever all or part of the Deliverables are subject to Export Regulations, the Supplier must ensure that the Buyer, and where specified, the Buyer's customer, has the ability to use the Deliverables in accordance with the Export Regulations, and the Supplier shall at no cost to the Buyer:

(a) provide any declarations and certifications, such as end-user certificates, required by the applicable Export Regulations;

(b) provide the Buyer, upon request, with the Export Authorisation application, for review prior to being submitted to the export control authority;

(c) provide the Buyer, prior to delivery of the Deliverables, with a copy of all applicable Export Authorisations, including a copy of all provisos and limitations imposed by the export control authority that relate to the Deliverables and/or the obligations of the Buyer or end-user;

(d) clearly indicate on all delivery documentation the Export Regulations, export control classification, Export Authorisation, distribution restrictions and any other information applicable to the delivery and Use of the Deliverables under the Export Regulations; and

(e) include a copy of the Export Authorisation with the delivery documentation.

The Supplier will provide the Buyer with all information concerning any changes to applicable Export Regulations which affect the Deliverables and provide reasonable assistance where requested by the Buyer to comply with the amended Export Regulations. The Supplier shall indemnify and hold the Buyer harmless for all claims, damages, costs, fines, penalties, legal fees, and all other expenses arising out of or in connection with any failure of the Supplier to comply with this clause, which indemnity shall survive the completion of the applicable Purchase Order in perpetuity.

26. HAZARDOUS CHEMICALS: All Goods that are classed as a Hazardous Chemical must be Correctly Labelled and delivered with a Safety Data Sheet (SDS). If the Supplier fails to comply with this clause the delivered Goods will not be accepted and the Buyer may exercise its rights under clause 5.

27. PRIVACY: Personal information may be collected by the Buyer from the Supplier or its employees in Purchase Order to conduct its business, to provide and market products and services or to meet legal obligations. By accepting this Purchase Order the Supplier consents to the collection, use and disclosure of personal information by the Buyer for any purpose in connection with this Purchase

Order, as well as for any secondary purpose such as, but not limited, to: regulatory or governance reporting, storage and data retention, security, defence and other trade controls. The Buyer will collect, manage, use, and disclose personal information in accordance with its privacy policy, located at: https://mcdermottaviation.com/supplychain/

28. INSURANCE AND LICENSE: The Supplier working on site is required to maintain adequate insurance to cover its liabilities arising from or related to the Purchase Order as they occur. The Supplier must also hold and maintain all necessary insurances and licenses applicable for the performance of the Purchase Order, including without limitation for Supplier's performance of all Services and, until such Goods are delivered to and accepted by Buyer as provided herein, for all Goods provided by Supplier to Buyer under any Purchaser Order (including without limitation insurance for any loss or damage during transport of the Goods to Buyer). Additionally, the Supplier must provide evidence of its insurance coverage, certificate of currency, and licenses to the Buyer upon request**.**

29. WORK HEALTH AND SAFETY: The Supplier must comply with all WHS Laws applicable to the Purchase Order and its performance, including the provision of the Deliverables. The Supplier must conduct health and safety risk assessments and put in place measures to eliminate or reduce risks to health and safety arising in connection with the Deliverables (including but not limited to the use of the Deliverables by the Buyer or another person) so far as is reasonably practicable. The Supplier must produce and supply to the Buyer, upon request, all documentation reasonably required by the Buyer to evidence compliance with a WHS Law and/or with Supplier's compliance with this Clause 29. The Supplier must inform the Buyer in writing where there are joint duties owed by the Buyer under a WHS Law in connection with the Purchase Order or the Deliverables and must consult and cooperate with the Buyer in the mitigation and control of any associated risks. The Supplier must discharge, exercise, and fulfil the functions, duties and obligations of a Person Conducting a Business or Undertaking in respect of the provision of Deliverables. Supplier shall indemnify, defend, and hold Buyer harmless from and against all loss or damage relating to Supplier's non-compliance with this Clause 29, which indemnity shall survive the completion of the applicable Purchase Order in perpetuity.