

Lynch Group Australia Pty Ltd (Lynch Group)

Purchase Order - standard terms and conditions

1 Order and supply of Goods

1.1 Supplier to supply Goods

The Supplier agrees to supply to Lynch Group and Lynch Group agrees to purchase from the Supplier, such quantities of the goods as set out in the Purchase Order issued by Lynch Group.

1.2 Issue and Acceptance of Purchase Orders

- (1) For each Order, Lynch Group will send a Purchase Order to the Supplier.
- (2) The Supplier must provide confirmation of acceptance of the Purchase Order.

2 Price of Goods

2.1 Price

- (1) The Price is set out in the Purchase Order.
- (2) The Price may only be varied by written consent of both parties.

2.2 Insurance, carriage and packaging

- (1) All Prices for Goods are inclusive of the costs of insurance and carriage of the Goods.
- (2) Packaging is included in the price contained in the Purchase Order.

2.3 Goods and Services Tax

All Prices payable for Goods are exclusive of amounts in respect of any goods and services tax or similar tax. Lynch Group, on receipt of a valid invoice from the Supplier, will pay to the Supplier such additional amounts in respect of such tax as are chargeable on a supply of Goods.

3 Payment of Price and invoicing

3.1 Payment for Goods

- (1) Lynch Group will pay the Supplier for the Goods in accordance with this clause 35.
- (2) The Supplier will be entitled to invoice Lynch Group for each Purchase Order on or at any time after Delivery and such invoice must include Lynch Group's Purchase Order number.
- (3) Lynch Group must pay invoices in full based on the trading terms agreed between the parties.

3.2 Dispute

If Lynch Group disputes any invoice or other statement of monies due, Lynch Group must as soon as possible notify the Supplier in writing. The parties must negotiate in good faith to attempt to resolve the dispute promptly. The Supplier must provide all evidence reasonably necessary to verify the disputed invoice or request for payment. Where only part of an invoice is disputed, the undisputed amount must be paid on the due date.

3.3 Set off

Each party may, without limiting any other rights or remedies it may have, set off any amounts owed to it by the other party against any amounts payable by it to the other party.

4 Quality and packing

4.1 Supplier Warranties

The Goods supplied to Lynch Group by the Supplier under these terms must:

- (1) conform with any specifications provided by Lynch Group
- (2) be packaged in accordance with the specifications provided by Lynch Group
- (3) conform to any legally applicable standards;
- (4) be of merchantable quality;
- (5) be fit for their intended use; and
- (6) be delivered free of any encumbrances.

4.2 Properly packed

The Supplier must ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination and in accordance with any packaging requirements advised by Lynch Group.

4.3 Delivery of Goods

- (1) The Supplier must deliver the Goods to the destination specified in the Purchase Order on the Delivery Date. The Supplier must not deliver the Goods to Lynch Group prior to the Delivery Date without the prior written consent of Lynch Group.
- (2) Delivery of Goods is complete upon its arrival at the location specified in the Purchase Order.
- (3) Delivery times are to be co-ordinated with the relevant Customer warehouse.

5 Acceptance and Defective Goods

5.1 Acceptance

Lynch Group will not be deemed to have accepted the Goods until it has inspected them, or, in the case of a latent defect in the Goods until after the latent defect has become apparent.

5.2 Defective Goods

- (1) If any Goods delivered to Lynch Group do not comply with clause 4.1 or the Purchase Order, or are otherwise not in conformity with these terms, then, without limiting any other rights Lynch Group has:
 - (a) Lynch Group may reject those Goods and require the Supplier to replace the rejected Goods at the Supplier's risk and expense; or
 - (b) the parties may agree to a credit note or other financial settlement to the benefit of Lynch Group.
- (2) These terms apply to any replacement Goods supplied by the Supplier.

6 Passing of risk and title

The risk of loss or damage to any Goods, and title to the Goods, will pass to Lynch Group when the Goods are delivered to the destination specified in the Purchase Order and accepted by Lynch Group.

7 Intellectual Property

7.1 Ownership of Intellectual Property

Except in the case of improvements to a party's IP Rights which shall be deemed to vest in the party that owns the underlying IP Rights, ownership of all IP Rights created by any party under or otherwise in connection with the performance of these terms vests in the party that created it.

7.2 Supplier Warranty as to IP Rights

- (1) The Supplier warrants that:
 - (a) it owns, or holds any necessary license of, all Supplier IP Rights; and
 - (b) in using the Goods, Lynch Group will not infringe, violate or otherwise conflict with any IP Rights owned by a third party.
- (2) The Supplier indemnifies Lynch Group from and against any liability arising out of any Claim by a third party that the use of the Supplier IP by Lynch Group or in the production of any of the Goods violates or infringes any IP Rights owned by a third party.

8 Confidentiality

8.1 Information to be kept confidential

The Supplier agrees and undertakes that it will keep confidential and will not use for its own purposes and will not without the prior

written consent of Lynch Group disclose to any third party, any Confidential Information provided to or obtained by the Supplier prior to or after entry into a Purchase Order or which may become known to the Supplier as a result of complying these terms.

8.2 Permissible disclosure

The Supplier will not at any time, use or disclose any Confidential Information, for any purpose other than as strictly necessary to comply with its obligations under these terms and only after ensuring that any persons to whom the information is disclosed are aware of its confidential nature and the obligations restricting its use and disclosure.

9 Insurance

- (1) The Supplier must insure against liability to third parties for:
 - (a) loss or damage that may occur to any physical property; and
 - (b) death or bodily injury to any person, that arises out of or in connection with any product supplied by the Supplier pursuant to these terms.
- (2) Such insurance must be for a limit of not less than AUD\$10,000,000 in aggregate and per claim.
- (3) The Supplier must provide evidence of these insurances to Lynch Group reasonably promptly upon request.

10 Non-disparagement

Each party agrees:

- (1) to take no action which is intended, or would reasonably be expected, to harm the other party or its or their reputation or which would reasonably be expected to lead to unwanted or unfavourable publicity for the other party; and
- (2) not to make any disparaging or derogatory statements about the other party.

11 Anti-Bribery

The Supplier:

- (1) must at all times comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and improper payments including but not limited to the Criminal Code Act 1995 (Cth) (Australia), the Foreign Corrupt Practices Act 1977 (United States) and the Bribery Act 2010 (United Kingdom) (**Relevant Requirements**);
- (2) must not give or offer or promise to give, receive, or agree to accept, any payment, gift or other benefit or advantage which violates a Relevant Requirement;
- (3) must not prepare, approve or execute any contract or other document or make any record in connection with these terms that the Supplier knows, or ought to reasonably know, is false, inaccurate or misleading;
- (4) represents and warrants that the payments expressly set out in these terms are the only payments it (or its Personnel or related parties) will receive in respect of the supply of the Goods (whether from Lynch Group or otherwise);
- (5) must promptly report to Lynch Group any request or demand for any undue financial or other advantage of any kind received by that the (or its Personnel or related parties) in connection with the performance of these terms (other than payments expressly set out in a Purchase Order); and
- (6) must procure, and shall be responsible for, the observance and performance of the Relevant Requirements by all persons performing services or providing goods in connection with these terms on the Supplier's behalf or under their supervision or control.

12 Indemnity

The Supplier indemnifies Lynch Group and Lynch Group's Personnel from any liability arising from any Claim which Lynch Group or any of Lynch Group's Personnel may suffer or incur in connection with:

- (1) any breach by the Supplier of these terms;
- (2) any claim made against Lynch Group for actual or alleged infringement of a third party's IP Rights arising out of, or in connection with, the supply or use of the Goods (other than in connection with Lynch Group IP);
- (3) any criminal or fraudulent act or omission, wilful misconduct, or breach of applicable law, of the Supplier; and
- (4) any claim made against Lynch Group by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier or its Personnel.

13 Termination

13.1 Termination by default

Lynch Group may terminate a Purchase Order with immediate effect by giving written notice to the Supplier if the Supplier:

- (1) is subject to an Insolvency Event; or
- (2) fails to remedy a material breach of any term within two Business Days of being directed in writing to do so.

13.2 Consequences of termination

- (1) Immediately upon the termination of a Purchase Order the Supplier will cancel any orders that have not yet been delivered to Lynch Group, other than those orders Lynch Group specifies should still be supplied in the termination notice.
- (2) If Lynch Group terminates a Purchase Order, Lynch Group will only be liable for payment for:
 - (a) Goods that had been delivered as of the date of termination; and
 - (b) Purchase Orders that had not been delivered yet, but that Lynch Group specifies should still be supplied in the termination notice.

less any amounts that have already been paid to the Supplier.

13.3 Survival of obligations

On termination of these terms clauses 8 to 14 will survive and continue in full force and effect.

14 Modern slavery

- (1) The Supplier represents and warrants to Lynch Group that:
 - (a) it takes reasonable steps to prevent the occurrence of modern slavery practices within its organisation and Supply Chains;
 - (b) it is not aware of any circumstances within its Supply Chain or operations that could give rise to an investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence, or breach or alleged breach of, or in connection with, any Modern Slavery Laws; and
 - (c) any services or goods procured for the provision of the Goods under these terms have not been supplied by a third party that is known to have engaged in, or is engaging modern slavery practices, and the Supplier has taken reasonable steps to confirm this prior to procuring any such services or goods;
 - (d) neither the Supplier nor any of its officers or personnel:
 - (A) has been convicted of any offence involving modern slavery; and
 - (B) having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with modern slavery.
- (2) The Supplier will promptly notify Lynch Group if it becomes aware of or suspects such modern slavery practices within its Supply Chain or business operations and must provide Lynch

Group with all information reasonably requested to enable Lynch Group to comply with Modern Slavery Laws.

- (3) Lynch Group may, upon providing reasonable notice and at its own cost, audit the Supplier's operations, facilities and working conditions, procedures and systems to satisfy itself as to their compliance with these terms providing that such audits are carried out during business hours and on reasonable prior notice to the Supplier.
- (4) If the Supplier fails to comply with this clause 16 Lynch Group may advise the Supplier in writing that it has suspended supplier arrangements under these terms until any breach of 16 is rectified to the satisfaction of Lynch Group.

15 General

- (1) The rights and obligations of the parties under these terms do not merge on completion of any transaction contemplated by this document.
- (2) The Supplier must not subcontract, assign, sublicense, transfer, charge or in any manner take over or purport to subcontract, assign, sublicense, transfer, charge or deal with any part of these terms or a Purchase Order or its rights under these terms or a Purchase Order without the prior written approval of Lynch Group.
- (3) The failure of either party at any time to enforce any of these terms Order or to exercise any right under these terms does not constitute a waiver of any such right or affect the party's privilege to enforce that right.
- (4) Queensland law governs these terms. Each party irrevocably submits to the non-exclusive jurisdiction of the Queensland Courts.
- (5) If any provision of these terms is deemed to be or is adjudicated to be unlawful or unenforceable, such provision is to be severed from this document and all other remaining provisions remain in force.
- (6) No variation, modification or alteration of any of the provisions of these terms is effective unless in writing and signed by each of the parties.
- (7) A notice, approval, consent or other communication given or made to a party under these terms must be in writing and left before 5.00 pm on a Business Day or sent by certified prepaid post, email or facsimile to the address, email address or facsimile number of the party as entered on the face of these terms or to such other address, email address or facsimile number as the party from time to time may notify to the other party for the purpose of this clause. Proof of despatch is proof of receipt:
 - (a) in the case of a letter, on the third Business Day after posting;
 - (b) in the case of a facsimile transmission, upon production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient notified for the purposes of this clause (but if the communication is not completed by 5.00 pm on a Business Day then at 9.00 am on the next Business Day); and
 - (c) in the case of electronic communication, upon receipt by the recipient.

16 Defined terms

In these terms:

Business Day	means a day that is not a Saturday, Sunday or public holiday in Queensland, Australia.
Claim	means any claim, action, proceeding or demand, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Confidential Information	means any information <ol style="list-style-type: none">(a) relating to the business and affairs of Lynch Group

or its affiliates;

- (b) relating to Lynch Groups, clients, employees, sub-suppliers or other persons doing business with a party;
- (c) which is by its nature confidential;
- (d) which is designated as confidential by a party; or
- (e) which the other party knows or ought to know, is confidential,

and includes all trade secrets, knowhow, financial information and other commercially valuable information of a party.

Customer IP means any IP Rights owned or licensed by Lynch Group and supplied or licensed to the Supplier for the purpose of manufacturing the Goods.

Delivery completion of delivery of an Order in accordance with clause 6.3.

Delivery Date means the date on which all Goods specified in the Purchase Order are delivered to the location as specified in the Purchase Order.

Goods means the goods to be provided by the Supplier to Lynch Group as set out in the Purchase Order.

Insolvency Event means any of the following events concerning the Supplier:

- (a) if an administrator, liquidator, receiver, receiver and manager or other controller is appointed to, or over, any of the property or undertaking of the party;
- (b) if the party is unable to pay its debts when they become due and payable;
- (c) if the party ceases to carry on business; or
- (d) if any event happens in Australia or any other country or territory in respect of a party that is similar to any of the events or circumstances referred to in this definition.

IP Rights means all intellectual property rights throughout the world, including all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trademarks, designs, patents, circuit layouts, business and domain names, inventions, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields.

Modern Slavery Laws means all applicable modern slavery laws, statutes, regulations and codes in force from time to time including but not limited to the *Modern Slavery Act 2018* (NSW) and *Modern Slavery Act 2018* (Cth).

Personnel means any officer, employee, agent, or subcontractor of a party.

Price is the price payable by Lynch Group to the Supplier for the Goods as set out in the Purchase Order.

Purchase Order means a written order issued by Lynch Group to the Supplier at any time during the Term containing information with respect to the Goods Lynch Group intends to purchase from the Supplier under these terms, in such form as agreed between the parties from time to time.

Supplier IP means any IP Rights owned or licensed by the Supplier or otherwise utilised by the Supplier in the manufacture and supply of the Goods (excluding Lynch Group IP).

Supply Chain means the system of activities, organisations, actors, technology, information, transportation, resources and services indirectly or directly connected to the Supplier's supply of Goods to Lynch Group or as otherwise defined by law.