

1. Interpretation

In these Terms:

- 1.1 "Agreement" means any agreement between Loedige Australia and the Supplier for the sale of Goods or the provision of Services.
- 1.2 "Loedige Australia" means Loedige Australia Pty Limited 70 625 221 249.
- 1.3 "Loedige Australia's Premises" means Unit 1, 9-13 Underwood Avenue, Botany, NSW 2019 or such other premises as Loedige Australia occupies from time to time.
- 1.4 "Goods" means all goods, equipment, materials and products including consumables sold and/or delivered to Loedige Australia by the Supplier from time to time.
- 1.5 "GST" means the Goods and Services Tax imposed by A New Tax System (Goods & Services Tax) Act 1999 and any related act and/or regulations.
- 1.6 "Order" means Loedige Australia's written purchase order in respect of Goods or Services.
- 1.7 "Supplier" means a supplier of Goods or provider of Services to Loedige Australia.
- 1.8 "Services" means all installation, commissioning, maintenance, repair, consulting, technical support and other services provided to Loedige Australia by the Supplier from time to time.
- 1.9 "Terms" means these Terms and Conditions of Purchase.

2. Application

- 2.1 These Terms apply to the provision of Services and the sale of Goods by the Supplier to Loedige Australia.
- 2.2 No amendment, alteration, waiver or cancellation of these Terms is binding on Loedige Australia unless confirmed in writing by Loedige Australia.
- 2.3 The Supplier acknowledges and agrees that:
 - 2.3.1 Loedige Australia has relied on the skill and judgement of the Supplier in selecting the Goods and/or Services; and
 - 2.3.2 the Supplier has checked the Goods for suitability, functionality and completeness.
3. **Invoicing and Payment**
 - 3.1 The Supplier will provide Loedige Australia with a tax invoice setting out particulars of the Goods supplied and/or the Services provided in accordance with the relevant Order and the calculations by which the tax invoice was calculated.
 - 3.2 Unless otherwise agreed in writing by Loedige Australia, if the Supplier in the relevant tax invoice seeks payment:
 - 3.2.1 for the supply of Goods then signed delivery dockets;
 - 3.2.2 for the provision of Services on a time spent basis, then time sheets signed by a representative of Loedige Australia; and
 - 3.2.3 as reimbursement of expenses such as travel expenses, then copy receipts for such expenses;

must accompany the relevant tax invoice.

- 3.3 Loedige Australia will pay the Supplier within thirty days of the end of the month in which a properly rendered tax invoice had been received.
- 3.4 If Loedige Australia disputes the whole or any portion of the amount claimed in a tax invoice submitted by the Supplier, Loedige Australia will notify the Supplier in writing of the reasons for disputing the tax invoice and will pay that portion, if any, of the amount stated in the tax invoice which is not in dispute.
- 3.5 Unless otherwise agreed in writing by Loedige Australia, the Supplier must pay any and all taxes, duties, excises, assessments and other government charges in connection with the supply of the Goods and/or the provision of the Services.

4. Default

- 4.1 If the Goods and/or Services are not provided in accordance with these Terms or any other applicable written agreement; or
- 4.2 If any other event occurs which is likely to adversely affect the Supplier's ability to provide the Goods and/or Services (including but not limited to the appointment of a receiver, administrator, liquidator or similar person [each an "insolvency representative"] to the Supplier's undertaking), then Loedige Australia may at any time thereafter, without notice to the Supplier and without prejudice to any other rights which it may have against the Supplier, terminate any contract relating to the Goods and/or Services.

5. Warranty

In addition to the provisions of the Competition and Consumer Act 2010 (Cth) and the provisions of any other act or law implying terms, conditions and warranties, or any other terms, conditions and warranties which might apply to or arise out of the Agreement in relation to the Goods and/or Services, the Supplier warrants that:

- 5.1 the Goods will be supplied new (unless otherwise specified), in an undamaged condition and free of any defect in workmanship or material;
- 5.2 the Services will be provided in a professional and workmanlike manner and with care and skill of the highest standard;
- 5.3 the Goods will be of merchantable quality and the Goods and/or Services are fit for the purpose for which they are required;
- 5.4 where a sample of the Goods has been approved by Loedige Australia, the Goods will be of the same grade or quality as the sample;
- 5.5 where there is a purchase of Goods by description the Goods will correspond with the description;
- 5.6 the Goods will be the absolute and unencumbered property of the Supplier free from all liens, charges and other third party rights;
- 5.7 the Goods will conform with any requirements specified by Loedige Australia; and
- 5.8 the Supplier will comply with all applicable legal requirements including all applicable Australian safety standards in respect of the Goods and the provisions of the Services.

6. Delivery

- 6.1 The Supplier must deliver the Goods or perform the Services at the time and place specified in the Order or as otherwise agreed by the parties in writing. If the delivery of the Goods includes installation, commissioning or rectification services, the relevant point in time will be the date of acceptance of the Goods by Loedige Australia.
- 6.2 If the Supplier fails to deliver the Goods or perform the Services in accordance with clause 6.1 then Loedige Australia may, at its option:
 - 6.2.1 reject the Goods and/or Services and terminate the relevant Order; or
 - 6.2.2 require the Supplier to deliver the Goods or perform the Services in such manner or timeframe as to minimize any adverse effects of such failure on Loedige Australia.
- 6.3 Additionally, if the Supplier fails to deliver the Goods or perform the Services in accordance with clause 6.1 then, unless the Supplier can prove to the reasonable satisfaction of Loedige Australia that the Supplier is not responsible for the delay, the Supplier must pay to Loedige Australia liquidated damages in respect of each commenced working day of delay amounting to 0.5% but not exceeding a maximum total of 10% of the total value of the relevant Order.
- 6.4 If Loedige Australia terminates an Order in accordance with clause 6.2.1:
 - 6.4.1. Loedige Australia may acquire similar or alternative goods and/or services from a third party; and
 - 6.4.2. the Supplier must refund all money, if any, paid under or pursuant to the Order; and
 - 6.4.3. the Supplier must pay to Loedige Australia the difference between the amount payable under the Order and the costs incurred by Loedige Australia to acquire similar or alternative goods and/or services from a third party.
- 6.5 Partial deliveries or performances are permitted and will be regarded as a delivery or performance, as the case may be, only with the prior written approval by Loedige Australia.

7. Factory Acceptance Testing (FAT)

- 7.1. The Supplier must, at its own cost, conduct 100% Factory Acceptance Testing (FAT) on all Goods prior to delivery to ensure compliance with contractual specifications, industry standards, and agreed requirements.
- 7.2. All Goods must pass FAT before being deemed ready for shipment.

8. Insurance

- 8.1 The Supplier must, at its own cost, effect and maintain the following insurances:
 - 8.1.1. general and product liability insurance for not less than \$20,000,000;
 - 8.1.2. goods in transit insurance for not less than the replacement value of the Goods; and
 - 8.1.3. worker's compensation insurance.
- 8.2 The Supplier must, at Loedige Australia's request, submit certificates of currency for the insurance required to be effected and maintained in accordance with clause 8.1.

9. Packing

- 9.1 The Goods must be properly packed in accordance with any packaging requirements or specifications communicated by Loedige Australia to the Supplier. All packages must specify Loedige Australia's order number, part number, batch number and, where applicable, expiry date of the Goods.
- 9.2 The Supplier must comply with all applicable domestic and international laws, regulations relating to the safe carriage, packaging, storage and handling of the Goods.

10. Property and Risk

Title and risk in the Goods will pass to Loedige Australia as and from delivery to Loedige Australia's premises or such other location, if any, as the parties have agreed from time to time as being the place for delivery.

11. Indemnity

- 11.1 The Supplier indemnifies Loedige Australia against losses, claims, damages, costs and expense suffered or

incurred by Loedige Australia as a result of the breach of these Terms including but not limited to any warranties specified in clause 5.

- 11.2 The Supplier further indemnifies Loedige Australia against losses, claims, damages, costs and expense suffered or incurred by Loedige Australia:

- 11.2.1 in respect of personal injury or death;
- 11.2.2 in respect of any property (including Goods to which title has passed in accordance with this Agreement); or
- 11.2.3 arising directly or indirectly, from any infringement or alleged infringement of any intellectual property rights of a third party by or by the use of the Goods or any other material or methods of working supplied by the Supplier;

caused by or arising out of or as a consequence of the supply of the Goods, the provisions of the Services or any act or omission by the Supplier in the performance of its obligations under these Terms.

12. Force Majeure

Loedige Australia will not be liable for any breach of contract due to any matter or thing beyond Loedige Australia's control (including but not limited to transport stoppages, transport breakdown, fire, flood, earthquake, acts of God, strikes, lock-outs, work stoppages, wars, riots or civil commotion, intervention of public authority, explosion or accident).

13. Waiver of Breach

No failure by Loedige Australia to insist on the strict performance of any of the terms in these Terms is a waiver of any right or remedy which Loedige Australia may have and is not a waiver of any subsequent breach or default by the Supplier.

14. No Assignment

Neither the Agreement nor any rights arising under the Agreement may be assigned by the Supplier without the prior written consent of Loedige Australia which is at Loedige Australia's absolute discretion.

15. Severability

If any provision contained in these Terms is held by a court to be unlawful, invalid or unenforceable, the validity and enforceability of the remaining provisions are not affected.

16. Governing Law

16.1 The Agreement is deemed to have been made at Loedige Australia's Premises in New South Wales and any cause of action is deemed to have arisen there;

16.2 The Supplier submits to the non-exclusive jurisdiction of the courts of New South Wales and courts that hear appeals from those courts.