

## General Terms and Conditions of Purchasing

### 1. Scope

These General Terms and Conditions of Purchasing ("T&Cs") apply to all legal transactions (offers, contractual negotiations, contracts and Orders) between GEOBRUGG Australia Pty. Ltd. ACN 129 790 183 ("GEOBRUGG"), as purchaser, and its supplier ("Supplier"), as seller, regarding the purchase and delivery of items ("Delivery Items").

These T&Cs constitute an integral part of the legal relations existing between GEOBRUGG and the Supplier, in particular with regard to Orders, unless explicitly agreed otherwise. Provisions which deviate from these T&Cs are only legally binding if they are expressly offered by GEOBRUGG or are accepted by GEOBRUGG expressly and in writing.

By accepting an Order from GEOBRUGG, the Supplier accepts and indicates its agreement with the fact that the sale and delivery of the Delivery Items will be governed by these T&Cs. The Supplier acknowledges that these terms and conditions may be updated between orders without notice to the Supplier, and any new terms or alterations to existing terms will be deemed to have been accepted by the Supplier (including any Specifications and Special Conditions contained in the Purchase Order) unless the Supplier gives written notice to GEOBRUGG within 5 Business Days of receipt that it rejects any terms herein.

Where the Supplier transfers the manufacturing, packaging and/or delivery of the Delivery Items, in whole or in part, to a third party (e.g. sub-supplier, sub-Supplier etc.), the Supplier shall be obliged to impose these T&Cs, and particularly the conditions contained therein, upon the third party. The Supplier must obtain written consent from GEOBRUGG for the transfer of the manufacturing, packaging and/or delivery of the Delivery Items, in whole or in part, to a third party.

Unless expressly approved by GEOBRUGG, in writing, the Supplier's general terms and conditions and other contractual documents are expressly excluded. This also applies where general terms and conditions or other documents of the Supplier have been incorporated into an offer or Order confirmation from the Supplier, or have been otherwise communicated to GEOBRUGG.

### 2. Conclusion of Contracts/Form

The Supplier is obliged to confirm Orders for Delivery Items within three Business Days provided such confirmation corresponds to the usual processing method or the applicable agreements.

A contract between GEOBRUGG and the Supplier comes into effect with the agreement of GEOBRUGG. Agreement takes place by way of a written Order, written confirmation and/or signature of a written contract.

Declarations in text form which are transmitted or recorded by way of electronic media (email, SMS and such like), are deemed to be written declarations by a party. The sender bears the burden of proving that such declarations have been received and accessed by the recipient. Such declarations are deemed to have been received from the moment that they are accessed.

### 3. Cancellation

After approval has been issued by GEOBRUGG, until arrival of the whole shipment of Delivery Items at the Place of Performance (see Clause 7), GEOBRUGG shall be entitled to cancel Orders subject to refunding all reasonable costs incurred by the Supplier in connection with an Order. The right to a refund only exists where the Delivery Items cannot be sold to or used by a third party. GEOBRUGG will only refund costs which the Supplier is able to substantiate by way of receipts.

### 4. General Obligations of the Supplier

The Supplier is obliged to manufacture, package and/or deliver the Delivery Items in accordance with the requirements and specifications which it receives from GEOBRUGG. The Supplier can only undertake technical changes to products / specifications with the written approval of GEOBRUGG.

The Supplier is obliged to deliver Delivery Items which are new, unused, without defects and are suitable for use as required by GEOBRUGG.

### 5. Dispatch /Packaging

All shipments of Delivery Items shall contain a delivery note indicating the Order number, number of items, article numbers, description of the article and Delivery Date.

The Supplier is obliged to take back the packaging material for Delivery Items free of charge where it cannot be disposed of easily as a result of the packaging material being harmful to the environment.

### 6. Delivery Date / Partial Delivery

The Supplier must deliver the Delivery Items by the Delivery Date. Compliance with the Delivery Date is determined by the date on which the Delivery Items are delivered to the Place of Performance (see Clause 7).

GEOBRUGG reserves the right to store shipments of Delivery Items which arrive more than seven days before the agreed Delivery Date, at the cost of the Supplier, or to return them at the cost of the Supplier.

Where the Supplier fails to effect performance on the contractually agreed Delivery Date, GEOBRUGG may, after granting a grace period and irrespective of any fault on the part of the Supplier, rescind the Order, in whole or in part, and claim compensation, without prejudice to any other rights or remedies to which it may be entitled under these T&Cs. GEOBRUGG may require performance of the Order regardless of whether the Delivery Items are delivered by the Delivery Date, in which case GEOBRUGG may make a claim for damages for any loss incurred by GEOBRUGG as a result of the failure of the Supplier to deliver the Delivery Items by the Delivery Date.

In the event of delayed delivery, the Supplier shall in any case grant GEOBRUGG, for each week of the delay, a reduction of 1% of the agreed Order price excluding GST but limited to a maximum of 10% of the agreed Order price per delayed delivery.

GEOBRUGG reserves the right to postpone a Delivery Date. Notification of postponement of the Delivery Date must take place no later than 10 Business Days before the Delivery Date. The Supplier undertakes, in this case, to reserve the shipment for GEOBRUGG for up to 60 days with no effect on the cost of the Order. The provisions on invoicing under Clause 10 shall remain applicable.

The Supplier is not entitled to effect partial delivery of the Delivery Items without the express consent of GEOBRUGG. If the Supplier has not obtained the requisite consent, GEOBRUGG is not obliged to accept delivery of the Delivery Items.

All additional costs arising as a result of the partial delivery of the Delivery Items, including but not limited to shipping costs, packaging costs and labour costs, shall be borne by the Supplier. If GEOBRUGG has consented to partial delivery of the Delivery Items, this must be indicated on the delivery note provided by the Supplier.

Where, as a result of force majeure, including but not limited to natural disasters, war, epidemic, strike and other operational

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disruption howsoever arising (**Force Majeure Event**), lasting longer than three weeks through no fault of either party, the effect of which means that the parties are temporarily unable to fulfil their obligations under these T&Cs, both parties to the Order are entitled to rescind the respective Order, in whole or in part, to the exclusion of claims for compensation. However, in respect of a Force Majeure Event affecting the Supplier, the Supplier must notify GEOBRUGG in writing of the reason for the delay and its likely duration within 5 Business Days of the Force Majeure Event occurring.

### 7. Place of Performance, Benefit and Risk

Delivery of the Delivery Items shall take place exclusively at the delivery address designated in the purchase order ("**Place of Performance**"), unless agreed otherwise between the parties in writing.

The title to and risk of the Delivery Items passes to GEOBRUGG upon delivery of the Delivery Items to the Place of Performance and the payment of the cost of the Order by GEOBRUGG.

### 8. Documentation of Origin

In the case of cross-border transactions, the Supplier must provide with the Delivery Items the necessary customs documentation that is required in order to effect the legal importation of the Delivery Items in Australia. Any costs arising in this regard shall be borne by the Supplier.

The Supplier is responsible for the accuracy and completeness of the necessary customs documentation. The Supplier is obliged, irrespective of any fault, to compensate GEOBRUGG or GEOBRUGG's customers for all loss (including, but not limited to, all duties, taxes, fees and other additional costs) incurred as a result of the necessary customs documentation not being accepted by Australian Border Force due to the documentation being inaccurate or incorrect.

### 9. Prices

Capitalised terms used in this clause which are otherwise not defined in these T&Cs have the same meaning as in the *A New Tax System (Goods and Services Tax Act) 1999 (Cth)*.

All prices quoted in an Order are exclusive of GST, unless expressly stated otherwise. All prices quoted in an Order include cost of transport, insurance and packaging as well as taxes, customs duty and charges relating to the import of the Delivery Items into the country of destination and/or delivery of the Delivery Items.

In relation to any GST payable for a taxable supply under these T&Cs, the recipient of the supply must pay the GST subject to the Supplier paying a valid tax invoice.

GEOBRUGG only bears such costs as are expressly designated as being its responsibility in the Order.

### 10. Invoicing / Payment Conditions / Set-off

A tax invoice provided by the Supplier to GEOBRUGG (**Invoice**) must indicate the date on which the Delivery Items were dispatched, the Order number, include the total cost for the delivery of the Delivery Items and include instructions on how to pay the total cost for the delivery of the Delivery Items. An invoice must be sent to GEOBRUGG immediately after the Delivery Items have been dispatched.

Unless otherwise expressly agreed, the total costs for the Delivery Items are due for payment to the Supplier after 60 Days after proper delivery of the Delivery Items to the Place of Performance and after receipt of the Invoice by GEOBRUGG.

Payment of the Invoice does not constitute confirmation that the Delivery Items are free of defects or that delivery is complete.

### 11. Defective Delivery Items

The Supplier warrants the Delivery Items against any Defect ("Defect") during the Warranty Period. The Warranty Period shall be 12 months from receipt of the Delivery Items. GEOBRUGG must promptly notify the Supplier of any Defect in the Delivery Items as soon as reasonably practicable after GEOBRUGG becomes aware of that Defect. Upon receipt of a notice from GEOBRUGG of any Defect to any Delivery Items during the Warranty Period, the Supplier must repair or replace the Goods free of charge or correct the Defect in the Services (including by providing additional Services necessary to correct the Defect or re-performing the Services) free of charge, in each case, prior to the expiration of the time specified by GEOBRUGG in the notice.

The Warranty Period for the Delivery Items will be extended by the length of the period commencing with the Supplier's receipt of a notice from GEOBRUGG and ending when the Supplier has repaired or replaced the Goods or corrected the Defect in the Services. If the Supplier fails to repair or replace the Goods or correct the Defect in the Services within the specified period, GEOBRUGG may make good or engage another contractor to make good the Defect, in which case such costs will be a debt due and immediately payable by the Supplier to GEOBRUGG.

All warranties are in addition to any statutory warranties under Australian Consumer Law.

### 12. Marketing of Goods Elsewhere / Indemnity / Product Liability

Delivery Items ordered by GEOBRUGG, which have either not been delivered by the Supplier or not been accepted by GEOBRUGG, cannot be marketed elsewhere by the Supplier without the express written consent of GEOBRUGG insofar as these Delivery Items bear the company name "GEOBRUGG". This applies mutatis mutandis to any manufacturing surpluses.

The Supplier is obliged, irrespective of any fault, to indemnify GEOBRUGG, its employees, officers, agents, assigns, and Suppliers against claims for compensation brought against GEOBRUGG by third parties, including for but not limited to a failure to comply with statutory or other generally binding rules, insofar as the cause falls within the Supplier's sphere of control and organisational responsibility. In addition, the Supplier shall indemnify GEOBRUGG, irrespective of fault, against all costs including expenditure in respect of re-calls of the Delivery Items and the cost of legal proceedings. In other respects, the statutory provisions apply.

The Supplier is obliged to take out and maintain a product liability insurance of an amount not less than A\$20,000,000. GEOBRUGG is entitled to request the Supplier to provide proof of such insurance.

### 13. Rights of Use / Third-party Rights

Where intellectual property rights arise or are acquired by the Supplier, particularly copyrights and other Intellectual Property Rights, in respect of the Delivery Items which are specially and exclusively manufactured, packaged and/or delivered for GEOBRUGG by the Supplier, all rights to use and exploit such Intellectual Property Rights shall be assigned to GEOBRUGG irrevocably, immediately and exclusively and shall be unrestricted as to content, space and time.

The Supplier is obliged to manufacture, package and/or deliver the Delivery Items unencumbered by third-party rights, in particular any copyright or other third-party Intellectual Property Rights. The Supplier fully indemnifies GEOBRUGG in this regard against all third-party claims, including the cost of litigation, resulting from the breach of intellectual property rights due to GEOBRUGG's use of the Delivery Items manufactured, packaged and/or delivered by the Supplier.

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## 14. Confidentiality / References

The Supplier is obliged to treat all legal relationships between GEOBRUGG and the Supplier and all commercial and technical details relating thereto, all findings arising from the collaboration with GEOBRUGG ("**Information**") and all information passed to the Supplier by GEOBRUGG in physical form such as technical documentation, drawings, plans and other materials ("**Documents**") as trade secrets and therefore as absolutely confidential. In particular, the copying and storing of Documents (both physically and electronically) is not permitted.

All Documents and any items provided on loan must be returned by the Supplier immediately upon request by GEOBRUGG, which may be made at any time and must be returned in any case, without request, no later than the end of the legal relationship. The Supplier shall have no right of retention with regard to the Information and Documents and loaned items, respectively.

Advertising using GEOBRUGG's names and/or brands or other reference details is only permitted with the prior written consent of GEOBRUGG.

The Supplier must enter into agreements reflecting the terms of this Clause 14 with its own employees and agents (e.g. sub-suppliers, sub-Suppliers etc.) or impose obligations to that effect upon them. The Supplier shall be liable for any failure by the Supplier's employees or agents to comply with the obligations under this Clause 14.

## 15. Social Responsibility, Environmental Protection and Anti-corruption

The Supplier undertakes to comply with any applicable laws on dealing with employees, the environment and work health and safety. For this purpose, the Supplier shall, where possible, set up and develop a management system in accordance with ISO 14001 and ISO 45001. In addition, the Supplier shall observe the principles of the UN Global Compact Initiative ([www.unglobalcompact.org](http://www.unglobalcompact.org)) and the ILO's International Labour Standards ([www.ilo.org](http://www.ilo.org)). These relate principally to the protection of international human rights, the right to collective bargaining, the abolition of child and forced labour, the elimination of discrimination in the field of employment and occupation, environmental responsibility and combating corruption.

In particular, the Supplier shall ensure that the manufacture or processing of the Delivery Items takes or has taken place without the use of child labour within the meaning of ILO Conventions No. 138 and No. 182 and without violating the obligations arising from the implementation of this Convention or from other applicable national or international provisions on combating exploitative child labour. Further, the Supplier gives its assurance that it, its suppliers and their sub-Suppliers have taken active and effective measures to exclude child labour, within the meaning of ILO Conventions No. 138 and No. 182, from the manufacture or processing of the Delivery Items. The Supplier shall impose corresponding obligations on its sub-suppliers and their sub-Suppliers and undertake monitoring measures in this respect. GEOBRUGG is entitled to examine the content and the monitoring measures of the corresponding agreements, request information and documents from the Supplier and third parties, carry out on-the-spot checks at the Supplier's premises or have them carried out by a third party. The Supplier shall, upon request by GEOBRUGG, provide proof of the measures taken by it or its sub-suppliers. The Supplier is required to immediately inform GEOBRUGG if it has suspicion of use of child labour by it or its sub-suppliers.

The Supplier agrees that it will not engage in any conduct that is inconsistent with recognised international human rights Laws and standards and local Laws in the countries in which it operates, including as outlined in the United Nations Guiding Principles on Business and Human Rights. The Supplier will comply with all applicable modern slavery laws and take steps to meet international standards in relation to Modern Slavery by ensuring that it will not

use forced, bonded or involuntary labour, or any other form of Modern Slavery, to perform any Services in relation to this Order.

Children will not be hired to work in relation to this Contract before completing their compulsory education (as determined by any applicable local Laws) and, in any event, subject to relevant exceptions in the Minimum Age Convention 1973, will not be hired to work at the age of fifteen or younger. The Supplier will take reasonable steps to ensure they and their own Suppliers have adequate policies and procedures in place to prevent Modern Slavery.

The Supplier shall not use any conflict commodities or their derivatives in the manufacture of its Delivery Items. The Supplier must provide GEOBRUGG, at its request, with all information and evidence required by GEOBRUGG in order to assess that the Supplier does not use any conflict commodities or their derivatives in the manufacture of its Delivery Items including but not limited to information on the country of origin, mining or processing and any necessary reports required for GEOBRUGG to make an assessment in regard to the Supplier's obligations under this clause.

Conflict commodities are, for example, metals or minerals consisting of or containing, amongst other things, tin, tantalum or tungsten or gold, from conflict-affected or high-risk areas e.g. pursuant to Resolutions of the UN Security Council or the list of conflict-affected areas of RAND Europe on behalf of the EU Commission. Furthermore, conflict commodities also include columbite-tantalite (coltan), cassiterite (tin ore), gold, wolframite and their derivatives from the Democratic Republic of Congo and its neighbouring countries. The Supplier shall take and implement suitable measures to ban the procurement and use of conflict commodities or their derivatives.

The Supplier must impose obligations on its sub-suppliers and their sub-Suppliers and undertake monitoring measures which reflect the Supplier's obligations under this clause 15.

The Supplier must make enquiries in the event that the Supplier has suspicion of use of conflict commodities or their derivatives in the manufacture of the Delivery Items, and immediately inform GEOBRUGG of the results of its enquiries. The Supplier must provide GEOBRUGG with a report on an annual basis outlining whether the Supplier or its sub-supplier or sub-Suppliers have not violated the ban on the use of conflict commodities or their derivatives. GEOBRUGG is entitled to examine the use of conflict commodities or their derivatives by the Supplier, to request information and documents from the Supplier and third parties, carry out on-the-spot checks at the Supplier's premises or have them carried out by a third party.

The parties undertake that all offers, contractual negotiations, contracts and Orders occur free of blackmail, bribery or other unlawful, unethical or fraudulent activities.

The Supplier 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).

In connection with transactions with GEOBRUGG, the Supplier shall not offer, promise, authorise, give, demand or accept any gift, loan, commissions, consideration or other advantage from or to any person as an inducement to commit a dishonest or illegal act or a breach of contract, in order to obtain, keep or procure an Order, or to secure any other unfair advantage. Under this provision, unlawful payments therefore include offers, promises and authorisations of payments, whatever the amount, made with the aim of expediting routine administrative tasks. The Supplier is obliged to introduce appropriate procedures for its employees so that they comply with all applicable anti-corruption laws and this clause 15.

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The Supplier shall be responsible for the provision, accuracy and completeness of the information required under this clause 15. The Supplier is obliged, irrespective of any fault, to compensate GEOBRUGG for any direct or consequential losses, damages, injuries, expenses or claims from third parties that GEOBRUGG might incur in connection with a breach of this clause 15 by the Supplier or its auxiliaries.

In the case of a breach of obligations pursuant to this clause 15 by the Supplier, its sub-Suppliers or sub-suppliers, GEOBRUGG is entitled to terminate without notice any Order with the Supplier. No claims made by the Supplier or a third party against GEOBRUGG may arise in connection with such termination by GEOBRUGG.

### 16. Severability

Any provision of these T&Cs which is invalid in any jurisdiction must, in relation to that jurisdiction, be:

- (a) read down to the minimum extent necessary to achieve its validity, if applicable; and
- (b) severed from these T&Cs in any other case, without invalidating or affecting the remaining provisions of these T&Cs or the validity of that provision in any other jurisdiction.

### 17. Governing Law and Jurisdiction

These T&Cs are governed by and must be construed in accordance with the laws of Western Australia.

The parties submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these T&Cs, its performance or subject matter.

### 18. Definitions

In these T&Cs:

**Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in Perth, Western Australia.

**Defect** means any aspect of the Delivery Items not in accordance with this Contract, or any damage, error, omission, non-conformity, malfunction, deficiency, fault or inadequacy in the design, performance, workmanship, quality or makeup of the Delivery Items.

**Delivery Date** means the day on which the Delivery Items are to be delivered to GEOBRUGG at the Place of Performance.

**Delivery Items** refer to all goods and/or services provided by the supplier as part of the order, including but not limited to products, materials, and any associated services necessary for their delivery and implementation.

**Intellectual Property Rights** means all present and future intellectual and industrial property rights conferred by statute, at common law or in equity and wherever existing, including:

- a) patents, inventions, designs, copyright, trade marks, brand names, product names, domain names, rights in circuit layouts, plant breeder's rights, know how, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;
- b) any application or right to apply for registration of any of these rights;
- c) any registration of any of those rights or any registration of any application referred to in paragraph b); and
- d) all renewals, divisions and extensions of these rights.

**Order** means a request for Delivery Items placed by GEOBRUGG.