

1 DEFINITIONS

- 1.1 CT: means Cambridge Technologies Australia Pty LTD (ABN 91005288200), No 17, 85-91 Keilor Park Drive, Tullamarine, VIC 3043.
- 1.2 Price: means the total amount payable by CT for the Supplies identified in this Order;
- 1.3 Representatives: means those representatives appointed under clause 2;
- 1.4 Supplier: means the party identified as the Supplier on the front cover of this Order;
- 1.5 Supplies: means any goods or service to be provided by the Supplier under this Order;
- 1.6 Order: means the contract evidenced by this document;
- 1.7 GST Act means the A New Tax System (Goods & Services Tax) Act 1999 & associated taxation legislation as amended periodically.
- 1.8 To the extent the context shall permit words including singular number shall include the plural & vice versa;
- 1.9 Headings are for guidance only & not part of this Order.

2 REPRESENTATIVES & NOTICES

- 2.1 Each party's Representative has the authority to administer that party's rights & obligations under this Order. Unless the other party is notified in writing to the contrary, CT's Representative is its Directors & the Supplier's Representative is its General Manager.
- 2.2 Representatives' addresses shall be as on the front of the Order.
- 2.3 All notices shall be in writing & shall be addressed to the relevant Representative, by a manner agreed, or by delivering it to the address on a business day during normal business hours (the notice will be deemed to be received on the day of delivery), or by sending it to the address of the party by pre-paid ordinary post (in which case the notice will be deemed to be received five (5) clear business days after posting).
- 2.4 All documents (including correspondence) related to the Order must quote CT Order number, line number, & part number (where applicable).

3 TERMS OF DELIVERY

- 3.1 No terms or conditions submitted by the Supplier that are in addition to, different from or inconsistent with those contained in this Order, including any terms & conditions contained in any Supplier quotation, invoice, order acknowledgement, document or representation, shall be binding upon the parties unless expressly agreed to in writing & signed by a duly authorised representative of each of the parties.
- 3.2 The Supplies shall be delivered in the quantities & by the dates specified in the Order to the place(s) specified. If no date is specified for delivery of a particular line item, the Supplier shall deliver that particular line item promptly after the Supplier receives the Order. Until the Supplies are delivered & accepted by CT, any goods to be supplied are at the sole risk of the Supplier. If the Supplier, acting diligently, becomes aware that the delivery will or may be delayed by any cause, the Supplier shall promptly advise CT in writing. The Supplier acknowledges that CT will incur significant loss in the event that delivery is delayed by the Supplier. The Supplier indemnifies CT against any such loss & will compensate CT for such loss within seven (7) days of an invoice for such loss being forwarded to the Supplier by CT.
- 3.3 The Supplies shall be properly packed & secured to protect against damage during handling, transit & storage.
- 3.4 Subject to clause 3.5, title to the Supplies shall pass to CT on delivery unless otherwise specified in the Order but without prejudice to any right of rejection which may accrue to CT.
- 3.5 If the Supplies, or any part of them, are not delivered by the date(s) specified herein, CT shall be entitled, without prejudice to any other of its rights, to determine the Order in respect of the Supplies undelivered & any other Supplies already delivered which cannot be effectively & commercially used by reason of the non-delivery of the undelivered Supplies. On such determination CT shall be entitled:
 - 3.5.1 to return to the Supplier at the Supplier's risk & expense any of the Supplies already delivered but which, in the opinion of CT, cannot be effectively used & to recover from the Supplier as a debt due, any monies paid by CT in respect of such Supplies; &
 - 3.5.2 to recover from the Supplier any additional expenditure reasonably incurred by CT in obtaining other Supplies in replacement.
- 3.6 The originals of delivery advice notes & quality certification must be provided to CT upon delivery of the Supplies, or any part thereof. A copy of the delivery advice notes & quality certification will be provided by the Supplier with its invoice.

4 SUPPLIES

- 4.1 Supplies shall at the time of delivery be new & of merchantable quality & conform to the quantity, quality & specifications contained in the Order; shall be in compliance with any applicable laws & regulations to which the Supplies are subject to, be fit for any purpose stated in the Order &/or any purpose ordinarily implied from the reasonably expected use of the Supplies; & shall be free from defect.
- 4.2 Where the Order requires any item of the Supplies to be designed, manufactured, tested or installed to a specific standard or standards, or to be delivered in accordance with specific standards, the Supplier shall provide to CT such information as CT may reasonably require to verify compliance with the specified standards at the time of delivery of the Supplies or, if CT reasonably requires further information or clarification with respect to the production & quality of the Supplies, promptly upon receiving a request from CT for such information.
- 4.3 If, within 12 months of delivery of the Supplies, it appears that the Supplies do not conform with the requirements of the Order, CT may, without prejudice to any other remedy:
 - 4.3.1 require the Supplier at the Supplier's risk & expense to promptly replace or repair the Supplies; &/or
 - 4.3.2 require the Supplier to indemnify CT for all reasonable expenses & additional costs connected with the replacement or repair of the Supplies, & any loss suffered by CT as a result of the defects.
- 4.4 Where, in the reasonable opinion of CT, it is not possible or practical to replace or repair the Supplies pursuant to this clause 4 & without prejudice to the operation of clause 4.3(b), CT may reject the Supplies in whole or in part & require the Supplier to credit CT the price thereof.

5 PRICE & PAYMENT

- 5.1 The Price for Supplies shall be non-variable & unless otherwise stated, inclusive of all taxes & duties, cost of packaging & delivery.
- 5.2 Invoices in respect of any completed Order shall be submitted to the CT Representative in the form of a valid & correctly rendered Tax Invoice in accordance with the GST Act once delivery of the Supplies is completed.
- 5.3 If GST is payable on a supply made under or in connection with the Order, the Supplier may recover from CT the amount of GST payable but only to the extent that the Tax Invoice submitted by the Supplier satisfies the requirements of the relevant GST legislation so as to enable CT to claim input tax credits on the Supplies.
- 5.4 CT will make payment of all undisputed amounts due to the Supplier within 30 days after the end of the month in which the goods are delivered & in receipt of a correctly rendered Tax Invoice. Payment is to be taken as payment on account only & not evidence or an admission that the Supplies meet the requirements of the Order.
- 5.5 CT will not be liable to pay for any item of the Supplies not delivered in accordance with the Order or make payment against any invoice or claim for payment which does not show the Order number nor for items that are not shown on the Order.
- 5.6 CT is entitled to set off any amount payable by it to a Supplier against any amount owing to it by the Supplier, whether due to breach of the Order or otherwise.

6 CONFIDENTIALITY

- 6.1 The Supplier undertakes to keep all information relating to the Order confidential & not to use or disclose such information other than as contemplated by this Order, unless such information is in the public domain through no breach of this clause 6.
- 6.2 The Supplier shall not use CT's name or any of the information contained in the Order for publicity purposes.

7 INTELLECTUAL PROPERTY

- 7.1 Subject to clause 7.3 all intellectual property created in the course of, or for the purpose of, the provision of any Supplies under this Agreement shall belong to CT. The Supplier will sign any documents or do any act reasonably required in order to vest that intellectual property in CT.
- 7.2 Ownership of all background intellectual property incorporated in the Supplies remains unchanged. The Supplier hereby irrevocably & unconditionally grants to CT, a royalty-free, non-exclusive, worldwide, perpetual licence to use any background intellectual property (including the right to sub-license) to the extent that it forms part of or is integral to the Supplies or other items created by the Supplier in connection with the provision of Supplies under the Order.

- 7.3 The Supplier warrants that the Supplies do not infringe the intellectual property rights of any third party either in the country of manufacture or country of use.
- 7.4 For the purposes of this clause 7:
- 7.4.1 'intellectual property' means all intellectual property rights, including without limitation: copyright, patents, registered & unregistered trademarks, designs, trade secrets, know-how, rights in relation to any circuit layout, data, invention or work & the right to have confidential information kept confidential; & any application or right to apply for registration of those rights.
- 7.4.2 'background intellectual property' means the intellectual property of the Supplier that is in existence at the time of execution of the Order or is subsequently brought into existence other than as a result of the performance of the Order; & is embodied in, or attaches to, the Supplies or is otherwise necessarily related to the functioning or operation of the Supplies.

8 DISPUTE RESOLUTION

- 8.1 Any party claiming a dispute has arisen under this Order shall give notice to the other clearly identifying the dispute. The Representatives shall meet & make good faith attempts to settle the dispute within 14 days of receipt of the notice.
- 8.2 If the dispute is not resolved within 14 days of the meeting it shall be referred to an expert appointed by the President of the Institute of Arbitrators & Mediators Australia ("the Institute") for determination in accordance with the Institute's rules for the Expert Determination of Commercial Disputes.

9 INDEMNITIES & INSURANCE

- 9.1 Supplier indemnifies CT, related bodies corporate, employees & customers against any loss, damage, cost, expense or liability in relation to:
- 9.1.1 injuries (including death) to any person;
- 9.1.2 the destruction of the property of any person (including CT & the Supplier, their agents, employees & customers);
- 9.1.3 any actual or alleged infringement of any party's intellectual property;
- 9.1.4 & any act or omission of the Supplier which arises in connection with the Supplies or the Supplier's performance or lack of performance under the Order, whether suffered in contract, tort, statute, in equity or otherwise.
- 9.2 The Supplier shall maintain insurance to cover its liability under sub-clauses in 9.1 & will provide evidence of insurance to CT upon request.
- 9.3 The Supplier's liability under this clause 9 is reduced proportionately to the extent that it is proved that CT contributed to any loss, damage, cost, expense or liability incurred pursuant to this clause 9.

10 WAIVER

- 10.1 No failure or delay by a party in exercising any power or right conferred upon it by this Order shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right preclude any other exercise of it.

11 TERMINATION & SUSPENSION

- 11.1 This Order may be terminated by CT at any time in whole or part by a notice of termination for any reason whatsoever. If the Order is terminated other than due to the fault of the Supplier, the Supplier may submit to CT a termination claim in respect of expenditure reasonably & properly incurred by the Supplier in connection with the terminated part of the Order & which represents an unavoidable loss to the Supplier. If the Supplier is in breach of the Order &, at CT's sole discretion, the breach is capable of being rectified, CT may issue the Supplier with a written notice stipulating the time period in which the breach is to be rectified. The Order will automatically terminate upon expiry of that time period if the breach has not been rectified. Subject to clause 11.9, if the Order is terminated due to the Supplier's breach, no payment whatsoever is due from CT to the Supplier.
- 11.2 Upon receipt of a notice of termination the Supplier shall:
- (a) stop work forthwith;
- (b) comply with all reasonable directions of CT with regard to the Supplies; (c) submit within 1 week of receipt of notice of termination the Supplier's termination claim in a form reasonably prescribed by CT in the notice of termination.
- 11.3 CT shall not be liable to pay under clause 11.2 any sum which, when taken together with any sums already paid or due in respect of the Supplies the subject of the notice of termination, shall exceed the total Price of the Supplies under the Order.
- 11.4 In the event of termination of the Order due to the fault of the Supplier, the Supplier shall on request by CT, deliver to CT all necessary drawings, designs & information necessary for CT to obtain the Supplies from elsewhere.
- 11.5 Subject to clause 11.6, in the event of any stoppage, delay or interruption of either CT' or the Supplier's work or business as a result of any cause beyond the reasonable control of the respective party including the suspension of relevant work by CT' customer, the parties' obligations under this Order will be suspended until the stoppage, delay or interruption has ceased.
- 11.6 In the event that the Supplier's stoppage, delay or interruption persists for a period of 30 days or more, CT may by notice in writing determine the Order in respect of the undelivered Supplies & shall not be liable to the Supplier for any amount except the specific line item price for Supplies delivered & accepted by CT prior to issue of such notice.
- 11.7 Upon termination for breach by the Supplier, the rights & liabilities of CT & the Supplier shall be the same as if the Supplier had repudiated the Order & CT had by its notice of termination elected to accept such repudiation.
- 11.8 If a party becomes insolvent or has a receiver or administrator appointed in respect of its business or any of its assets or is compulsorily or voluntarily wound up, the insolvent party, must notify the second party in writing within 7 days of the event. If such an event occurs, or if the second party reasonably forms the belief that any such event may occur, then the second party may without prejudice to any other remedy, suspend performance of or terminate the Order without incurring any liability except in respect of payment for Supplies previously delivered.
- 11.9 Any termination or suspension of the Order shall not prejudice any rights which may have already accrued to either party & both parties shall use all reasonable endeavours to mitigate their losses on such termination or suspension.

12 ASSIGNMENT

- 12.1 No work on the Order may be subcontracted by the Supplier unless CT' prior written consent has been obtained.
- 12.2 Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, CT may assign its rights under this Order, & the benefit of those rights, to any ultimate user of the Supplies.

13 APPLICABLE LAW

- 13.1 This Order shall be read & construed according to the laws of the State of Victoria, Australia & the parties submit to the non-exclusive jurisdiction of that State's courts.
- 13.2 This Order is subject to & shall not derogate from the provisions of the Competition & Consumer Act 2010 & corresponding State legislation & shall be read & construed subject to the provisions of all laws in force from time to time.

14 HEALTH, SAFETY & THE ENVIRONMENT

- 14.1 With respect to both Occupational Health & Safety & the Environment, the Supplier shall comply with all relevant local & national legislation & regulations & take all reasonable & practical measures to prevent or minimise any resulting harm to its workers & the environment.

15 COUNTERFEIT SUPPLIES

- 15.1 The Supplier shall ensure that Counterfeit Supplies are not delivered to CT. In fulfilling its obligations under the Order, the Supplier shall only purchase products to be delivered or incorporated as Supplies to CT directly from the organisation that is the originating source (OEM) for the production or their approved supply chain. Supplies shall not be acquired from distributors that are independent from the originating organisation's authorised distribution chain, without written consent from CT.
- 15.2 The Supplier shall as soon as practicable notify CT if the Supplier becomes aware or suspects that it has acquired Counterfeit Supplies. When requested by CT, the Supplier shall provide documentation that authenticates traceability of the affected Supplies to organisation that is the originating source for the production of legitimate components or equipment.
- 15.3 In the event that Supplies delivered under the Order constitute or include Counterfeit Supplies, the Supplier shall, at its expense promptly replace such Supplies with genuine Supplies conforming to the requirements of the Order. Notwithstanding any other provision in the Order, the Supplier shall be liable for all costs relating to the removal & replacement of Counterfeit Supplies, including without limitation CT's costs of removing Counterfeit Supplies, of reinserting replacement Supplies & of any testing necessitated by the reinstallation of Supplies after Counterfeit Supplies have been exchanged.

16 NOTIFICATION OF NON-CONFORMING PRODUCT

- 16.1 If, at any time during the period from delivery of the Supplies through the life of type of the Supplies, the Supplier becomes aware of any defect in the Supplies which adversely affects, or is likely to adversely affect, the operation of the Supplies or the safety of personnel, the Supplier shall give notice of the defect to CT. Such notice shall be provided in writing in accordance with clause 16.4 below.
- 16.2 Where an adverse or likely adverse effect is critical to the operation of the Supplies or safety of personnel, the Supplier shall give notice to CT immediately on becoming aware of the defect & shall provide documented confirmation of the notice in accordance with clause 16.4 below.
- 16.3 The Supplier shall provide notices within the period prescribed in relevant regulations & legislation applicable to this Order & in all other cases within 20 working days of the Supplier becoming aware of the defect.
- 16.4 Notices are to be addressed to: Quality Manager, Cambridge Technologies, email: qa@cambridge-technologies.com

17 INDUCEMENT & ETHICS

- 17.1 Whether acting alone or with others, the Supplier will not do, & warrants, prior to accepting the Order it has not done, any of the following:
- 17.1.1 induce an employee, agent or sub-contractor of CT to make any concession or to confer any benefit on the Supplier, refrain or withhold from doing any act or alter any of the requirements of the Order in return for any gift, money, benefit or other inducement; nor
- 17.1.2 without the prior written consent of CT, pay money or give any other benefit to any third party (either directly or indirectly) in connection with the negotiation &/or issue of the Order; nor
- 17.1.3 encourage or facilitate an employee, agent or sub-contractor of CT to commit any act of dishonesty against CT which may benefit the employee, agent or sub-contractor of CT or be a detriment to CT, or both.
- 17.2 CT maintains an ethics & compliance programme that includes a code of conduct, training & awareness for all employees, details of which can be obtained by contacting: Quality Manager, Cambridge Technologies, email: qa@cambridge-technologies.com. CT expects & encourages all its suppliers to embrace ethical values & legal compliance practices of a comparable standard (including a method for reporting possible violations). The Supplier undertakes that it will abide by & comply with all applicable laws & regulations relating to anti-bribery & anti-corruption applicable in their country of operations.
- 17.3 Responsible behaviour is fundamental to how CT conducts business.

18 ACCESS

- 18.1 Cambridge Technologies' representatives & those of its customer shall have access to the Supplier's works or place of business at all reasonable times for any purpose in connection with the performance by the Supplier of the Order. The Supplier shall secure the same rights of access to the premises of its subcontractors.

19 FORCE MAJEURE

- 19.1 Neither Party shall be deemed in breach of the Order or liable to the other for delay in performing its obligations, or failure to perform any such obligations, under the Order, if the delay or failure results from an Event of Force Majeure provided that the affected Party:
- 19.1.1 promptly notifies the other Party, in writing, of the known or anticipated event which causes or may cause it;
- 19.1.2 produces reasonable evidence of its occurrence;
- 19.1.3 uses all reasonable endeavours to eliminate or minimise the delay & continues to fulfil its obligations to the extent that they are not affected by the Event of Force Majeure;
- 19.1.4 recommences its full performance as soon as is reasonably possible following its cessation;
- 19.1.5 gives notice of cessation of any event previously notifying the other Party as likely to result in prevention or delay in execution of the Order.
- 19.1.6 If a Party is affected by an Event of Force Majeure, it will use all reasonable endeavours to mitigate its effect. Neither Party will be entitled to any payment from the other Party for any costs or expenses incurred as a result of it.
- 19.1.7 If an Event of Force Majeure exceeds a continuous period of 30 (thirty) days, then CT shall have the right by written notice to the Supplier to terminate the Order immediately without having any liability to the Supplier except in respect of that part of the Goods &/or Services already delivered to & accepted by the CT prior to such termination.

20 CONFIGURATION CONTROL

- 20.1 The Seller shall maintain the proper identification & revision status of specifications, drawings, process requirements, inspection/verification instructions & other relevant technical data used in the performance of requirements of this Order. The Seller shall use technical data at the contractually specified revision or at the latest revision in effect at the time of Order award, if not specified.

21 RETENTION OF RECORDS

- 21.1 The Supplier shall ensure that Information retained by suppliers, including their sub-tier suppliers, relating to products & parts & the processes used, shall be retained by the supplier for a minimum of 10 years. In those instances where manufacturing information is sent to CT via the FTP site, the supplier is still responsible for retaining copies of that information.
- 21.2 Information stored by the supplier is to be archived to prevent deterioration, preferably maintained in a weatherproof, secure environment. Information demonstrating conformity is indexed as appropriate for retrieval.
- 21.3 Archived information will be recorded on the most suitable medium;. Scanned records shall be a full electronic version of the original.

22 EXPORT REGULATION COMPLIANCE

- 22.1 The Supplier must comply with all applicable legislation, regulations & government requirements, including all applicable export, import & sanctions laws, regulations, orders, & authorisations, as they may be amended from time to time, applicable to the export (including re-export) or import of goods, software, technology, technical data or services, including without limitation the U.S. Export Administration Regulations (EAR), U.S. International Traffic in Arms Regulations (ITAR), United Kingdom, European Union & applicable Australian legislation.
- 22.2 Seller shall provide the Export Control Classification Number (ECCN).
- 22.3 The Supplier will obtain all necessary export licences, permits or other authorities from the country of origin & marking technical data in accordance with the applicable export requirements.
- 22.4 The Supplier will complete all documentation as required by CT for the purposes of complying with trade control requirements.
- 22.5 In the event that the applicable trade control approval or approvals cannot be obtained, whether in whole or in part, CT shall be entitled to terminate this Agreement at no cost to CT.
- 22.6 If technical data is not clearly marked in accordance with the provisions of applicable requirements CT may, at the Supplier's cost, return the relevant data to the Supplier for the appropriate marking.

23 ANTI-TRAFFICKING IN PERSONS (MODERN SLAVERY)

- 23.1 CT prohibits its employees, agents, subcontractors, & contract labour from engaging in activities that support or promote trafficking in persons & Seller represents & warrants that it shall not engage in such activities.
- 23.2 Seller shall, at its own expense, defend, indemnify & hold harmless CT & its affiliates, & all of their officers, agents, employees, successors & assigns, against any claims, loss, damage or expense, regardless of how arising & even if unforeseeable, including, without limitation, payment of direct, special, incidental & consequential damages & attorney's fees, arising out of, or relating to, Seller's or Seller's employees, agents, subcontractors or contract labour's failure to comply with the requirements of this clause.

24 CONFLICT MINERALS

- 24.1 Seller shall use commercially reasonable efforts to:
- 24.1.1 identify whether such Products contain tin, tantalum, gold or tungsten;
- 24.1.2 determine whether any such minerals originated in covered countries, as defined in Section 1502 of the Dodd-Frank Wall Street Reform & Consumer Protection Act (the "Act"); &
- 24.1.3 perform appropriate due diligence on its supply chain in support of CT's obligations under the Act.
- 24.2 Upon request by CT, Seller will promptly provide information or representations that confirms conflict minerals compliance.