

TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing and signed by an authorized employee of Boeing Distribution Australia Pty Ltd (“**Seller**”) the following terms and conditions of sale (“**Agreement**”) apply to all sales of products from Seller to Buyer. Any other terms and conditions proposed by Buyer in its purchase order, or otherwise, do not apply. Buyer’s assent to this Agreement is conclusively presumed from Buyer’s failure to reasonably object in writing and from Buyer’s submission of an order for a product, or acceptance of all or part of the products ordered (whichever is earlier). This Agreement represents the entire agreement of the parties and all proposals, negotiations, representations or agreements made or entered into prior to or contemporaneously with this Agreement, whether verbal or written, are cancelled and superseded by this Agreement.

1. PRICES. All quotations are made for immediate acceptance and are subject to change without notice prior to acceptance. Unless otherwise stated, prices are stated in Australian dollars, exclusive of goods and services, sales, use, excise or similar taxes, and are subject to any price adjustment necessitated by Seller’s compliance with any act of government. Any tax or other governmental charge upon the production, sale, shipment or use of the product which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller unless Buyer furnishes Seller with a tax exemption certificate acceptable to the appropriate taxing authority.

1A. GST. Without limiting paragraph 1, if goods and services tax (“**GST**”) is or becomes payable on a supply made by Seller under or in connection with this Agreement, Buyer must pay to Seller an additional amount equal to the GST payable on that supply (“**GST Amount**”). The GST Amount must be paid at the same time as the first part of the consideration for that supply is to be paid or provided under this Agreement and Seller will provide Buyer with a tax invoice in respect of that supply. Terms used in this paragraph 1A have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) unless the context suggests otherwise.

2. PAYMENT. Unless Seller has extended credit terms to Buyer in writing, or unless other terms are included in delivery documents issued by Seller for the products, payment terms are net 30 days in Australian dollars. Seller reserves the right to modify or withdraw credit terms at any time by notice (which shall apply to all orders made after such notice is given), and to require guarantees, security, or payment in advance of the amount of credit involved. If Buyer fails to fulfill the terms of payment, Seller may defer further shipment to Buyer or, at its option, cancel the unshipped portion of Buyer’s order.

2A. SECURITY INTEREST. The Buyer grants the Seller a security interest in the products (and any proceeds of the products) as security for all amounts owing by the Buyer to the Seller under this Agreement. The Buyer waives its rights to receive any notice that is required by any provision of *the Personal Properties Securities Act 2009* (Cth) (“**PPSA**”) (including a notice of a verification statement). The Buyer will do all things reasonably requested by the Seller for the Seller to perfect its security interest as a purchase money security interest in the products including, if applicable, to register a financing statement on the Personal Property Securities Register. To the extent the law permits:

- (a) for the purposes of sections 115(1) and 115(7) of the PPSA, the Seller need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4) and sections 142 and 143 are excluded;
- (b) for the purposes of section 115(7) of the PPSA, the Seller need not comply with sections 132 and 137(3); and
- (c) the Buyer agrees not to exercise its rights to make any request of the Seller under section 275 of the PPSA, authorise the disclosure of any information under that section or waive any duty of confidentiality that would otherwise permit non-disclosure under that section.

Nothing in this clause prohibits the Seller or any person appointed by the Seller from giving a notice under the PPSA or any other law.

3. TERMS OF SHIPMENT, ACCEPTANCE. Seller sells products to Buyer EXW (Incoterms 2020) Seller’s warehouse dock unless otherwise specified in writing by Seller. Title to products passes at the same time as risk of loss in accordance with Incoterms. By accepting products at Seller’s warehouse dock, Buyer agrees that they are free of defects, which a reasonably careful inspection would disclose. End items and/or spare parts shall be packed and packaged by Buyer in accordance with reasonable commercial practice for one-way shipment by air and/or surface transportation.

4. DATE OF SHIPMENT. Shipping dates are given at the best of Seller's knowledge based upon conditions existing at the time the order is placed and information furnished by Buyer. Seller will, in good faith, endeavor to ship by the estimated shipping date but shall not be responsible for any delay or any damage arising from its failure to ship by the estimated shipping date.

5. CANCELLATION OF ORDER BY BUYER: RETURN OF PRODUCTS FOR CREDIT. Buyer's order may not be modified or rescinded except in writing signed by Seller and Buyer. If all or part of Buyer's order is terminated by such modification or rescission, Buyer, in the absence of a contrary written agreement between Seller and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles plus a reasonable profit. In any circumstance, Seller's written consent must be given in advance of Buyer's return of products for credit.

6. RECIPIENT CREATED TAX INVOICES. Where Buyer returns a core to Seller, Buyer will be deemed to have made a supply of the core to Seller for the purposes of the Australian goods and services tax. In the event of such a return of a core, the following terms and conditions at this paragraph 6 form a written Recipient Created Tax Invoice Agreement for Australia goods and services tax purposes.

6A. Unless otherwise agreed in writing prior to the return of the core, Buyer agrees to the following terms with Seller:

- (a) Seller will issue Recipient Created Tax Invoices for the supply of any core by Buyer to Seller;
- (b) The Buyer will not issue tax invoices in respect of those supplies;
- (c) The Buyer acknowledges that they are registered for GST when they provide the core; and
- (d) The Buyer acknowledges that they will notify Seller if they cease to be registered for GST.

Further, Seller agrees to:

- (a) Issue valid Recipient Created Tax Invoices for the supply of any core Buyer makes within 28 days of the making of, or determining the value of supply.
- (b) The Seller acknowledges that it is registered for GST at the time Buyer provides the core.
- (c) The Seller acknowledges that it will notify Buyer if it ceases to be registered for GST.

7. FORCE MAJEURE. Seller shall not be liable for any failure to perform its obligations under this Agreement resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer, acts of civil or military authority, priorities, fire, strikes or other labor disputes, accidents, floods, epidemics or pandemics, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control.

8. DISCLAIMER OF ANY WARRANTY. Buyer acknowledges that it is purchasing products from Seller in Seller's capacity as a distributor of such products for the manufacturers of such products. Buyer acknowledges that it will look solely to the warranties, if any, provided by the manufacturer and that (subject only to any rights granted to Buyer that cannot be excluded by law under the consumer guarantee provisions in Parts 3-2 and 5-4 of the Australian Consumer Law to the extent that those provisions apply to the supply of goods under this Agreement) Seller makes no warranties on its own behalf whether express, implied or statutory, including, but not by way of limitation, any warranty of merchantability, fitness for a particular purpose, course of dealing, course of performance or usage of trade.

9. EXCLUSIVITY OF REMEDY, LIMITATION OF LIABILITY. In the event Buyer claims that Seller has breached any of its obligations under this Agreement, Seller may request the return of the products and tender to Buyer the purchase price paid by Buyer and, in such event, Seller shall have no further obligations under this Agreement except to refund such purchase price upon redelivery of the products. If Seller so requests the return of the products, the products shall be redelivered to Seller in accordance with Seller's instructions at Seller's expense. Subject to paragraph 9A, the remedies provided for in this paragraph shall constitute the sole recourse of Buyer against Seller for claims relating to the sale or use of products, whether the claim is made in tort or in contract, including claims based on warranty, negligence, strict liability, product liability, or otherwise. In no event shall Seller be liable for indirect, incidental, consequential damages, any damage to aircraft, or loss of use. Seller's liability for any claims or damages arising out of or connected with this Agreement or the manufacture, sale, delivery or use of the products will not exceed the purchase price of the Product paid by Buyer.

9A. Paragraph 8 does not operate to exclude, restrict or modify any rights or remedies to which Buyer may be entitled under Parts 3-2 and 5-4 of the Australian Consumer Law. In the event that the supply of goods under this Agreement is subject to the operation of the consumer guarantee provisions in Part 3-2 of the Australian Consumer law, then the liability of Seller for failing to comply with any applicable guarantee under those provisions is limited, at Seller's option, to the replacement of the goods, the supply of equivalent goods, the repair of the goods or payment of the cost of replacing or repairing the goods.

10. GOVERNING LAW, VENUE, LIMITATION OF ACTIONS. A contract arising between Seller and Buyer in respect to goods will be governed by the laws in force in Victoria, Australia. The operation of the United Nations Convention on contracts for the International Sale of Goods is excluded from any contract between Seller and Buyer where Buyer has a place of business outside of Australia. No action for breach of this Agreement or any covenant or warranty arising under this Agreement, shall be brought more than one year after the cause of action has occurred. Buyer agrees that any legal action or proceeding by Buyer against Seller with respect to this Agreement will be brought in a court of competent jurisdiction located in Victoria, Australia. The parties acknowledge and agree that nothing in this paragraph 10 excludes, restricts or modifies any right that Buyer may have to bring an action arising out of the consumer guarantee provisions of Parts 3-2 or 5-4 of the Australian Consumer Law more than one year after the cause of action has occurred.

11. U.S. AND INTERNATIONAL TRADE CONTROL LAWS AND REGULATIONS. Buyer will comply with all applicable import, export and sanctions statutes, laws, regulations and guidelines of Australia and the United States and of any jurisdiction in which Buyer does business, and with all applicable export and import licenses and their provisos. Buyer shall not make any dispositions, re-exports or diversion of the products purchased from Seller except as Australia and United States laws may expressly permit.

Any trade data exchanged or obtained is for reference only and is not to be used for conducting Customs business as defined under 19 C.F.R. Part 111 (US). Seller makes this data available for informational purposes only. It may not reflect the most current legal developments, and Seller does not represent, warrant or guarantee that it is complete, accurate or up-to-date. This information is subject to change without notice. The information is not intended to constitute legal advice.

Buyer acknowledges the export transactions from the United States that are routed export transactions are as defined in the U.S. Export Administration Regulations, 15 C.F.R. § 772.1 and Federal Trade Regulations, 15 C.F.R. § 30.1(c). Buyer as the foreign party shall be considered the Foreign Principal Party in Interest (FPPI) for these transactions, and as the FPPI authorizes their U.S. agent to facilitate the export of items from the United States on Buyer's behalf and prepare and file the electronic export information (EEI) in the Automated Export System (AES). Buyer will comply with 15 C.F.R. § 30.3(e)(2) and 758.1(h)(1)(i) by supplying US Agent with a Power of Attorney or other form of written authorization and will provide a copy to Seller, upon request. Buyer will also instruct their US Agent to provide Seller a copy, upon request, of the AES transaction and Airwaybill within 5 days of export to export@shop.boeing.com. Seller will provide all EEI to Buyer's US Agent as required under 15 C.F.R. § 30.3(e)(1) to complete the AES filing.

12. TRANSPORTATION SECURITY REQUIREMENTS: Buyer agrees to make a good faith effort to require its agents (including, but not limited to, brokers and freight forwarders) to (i) comply with all applicable transportation security laws and regulations, and (ii) provide proper identification and purchase order number when picking up products from Seller.

13. QUALITY: In addition to the above, Buyer acknowledges and accepts Seller's terms and conditions regarding quality and safety which are accessible here: <https://shop.boeing.com/medias/BDANZQuality.pdf>

Revised: 20 July 2023