

## STANDARD CONDITIONS OF PURCHASE

To be read in conjunction with Airbus New Zealand Limited Purchase Order  
(Inwards Goods and Services)

Airbus New Zealand Limited (**Airbus NZ**) and the party (the **Supplier**) have agreed to enter into and be bound by the following terms and conditions to define each party's obligations where the Supplier provides goods or work to Airbus New Zealand Limited under a Purchase Order.

### DEFINITIONS:

**"Export Authorisation"** means any permit, licence, exemption or other official approval required by the Export Regulations and issued by the respective authority responsible for administering the Export Regulations.

**"Export Regulations"** means any Australian, New Zealand, US, EU or other foreign law or regulation governing the export or import of an item or thing including any applicable sanctions and embargoes.

**"GST Act"** means the Goods and Services Tax Act 1985.

**"HSW Law"** means the Health and Safety at Work Act 2015 and Health and Safety at Work (General Risk and Workplace Management) Regulations and includes any and all linked regulations and codes of practice.

### 1. SERVICES:

Supplier agrees to provide goods, materials or services ("goods") to Airbus NZ and/or carry out work on Airbus NZ supplied equipment ("work") in accordance with each respective Purchase Order (the **Purchase Order**) issued by Airbus NZ and accepted by the Supplier, in accordance with the terms and conditions contained herein. Airbus NZ may enter into a Purchase Order for itself or as agent for and on behalf of one or more of its related companies. AIRBUS NZ reserves the right to make changes to the specification or other requirements of the contract, but no variation to the contract terms will be allowed unless expressly authorised in writing by Airbus NZ. If a change affects the time for performance or delivery or the amount payable by Airbus NZ, the Supplier shall notify Airbus NZ immediately and negotiate an adjustment.

### 2. PRICE AND PAYMENT:

Airbus NZ will make payments for the work and/or goods in accordance with Airbus NZ's normal terms of settlement following receipt of invoice in New Zealand or as otherwise described in the Purchase Order.

The Supplier must issue an itemised and correctly rendered tax invoice for the work and/or goods in accordance with the Purchase Order, and send its invoice to the address for invoices specified on the Purchase Order.

Airbus NZ will pay the Supplier's tax invoice on the 10<sup>th</sup> day of the calendar month which follows the period of 'n' days from the end of the month in which the invoice is received by Airbus NZ (where 'n' is specified in the Purchase Order in the form 'nEOM10'. Where 'n' is not specified in the Purchase Order, 'n' will be deemed to be 30 (i.e. '30EOM10), except to the extent that the tax invoice is in dispute. If the date on which payment is payable falls on a Saturday, Sunday or a public holiday then the payment shall be made on the following business day. An invoice is correctly rendered if:

- a) the amount claimed is due for payment;
- b) the amount specified in the invoice is in accordance with the prices or rates specified in the Purchase Order;
- c) the invoice provides sufficient description of the work and / or goods that have been supplied and to which the invoiced amount relates;
- d) the invoice is addressed to Airbus NZ and identifies the relevant contract, certificate of conformance/release certificate number, the relevant Purchase Order, item number and a description and quantity of those goods; and
- e) If GST is payable in respect of the provision of the work and / or goods, the invoice is a tax invoice which is fully compliant with the GST Act.

In addition to the price, Airbus NZ will pay an amount equal to the GST on the supply of the work and / or goods as itemised.

Unless otherwise specified in the Purchase Order, all payments will be made by electronic bank transfer to the Supplier's bank account, as notified to Airbus NZ.

Unless otherwise specified in a Purchase Order, all prices shall be regarded as free on board (F.O.B) delivery point and inclusive of all taxes, duties and charges that AIRBUS NZ has agreed to pay pursuant to paragraph 9. Any local taxes agreed to be paid by Airbus NZ in respect of goods, the subject of a Purchase Order, shall be separately itemised on the Supplier's invoice.

### 3. AIRCRAFT PARTS:

All parts or materials for use on an aircraft which are provided for under a Purchase Order **must be accompanied by** a Signed, Serialised Certificate(s) of Conformance, Inspection or Airworthiness. If alternate parts are supplied, the certificate must be endorsed to the effect that they supersede or are completely interchangeable with the parts ordered. Compliance shall be in accordance with CAANZ Parts 19/21/43 AC 00-1, FAR21, FAA Advisory Circular AC21-2D or EASA AMC 145.A.50.

All Chemical, Fluid, or similar products supplied must have the manufacturer's original label(s) attached to the container/s. Where product containers are over-labelled by a distributor, a statement of the content of the original label/s and the reason for the overlay must be included. A statement of conformance to the original manufacturer's label specifications must be also supplied for items decanted from bulk containers.

### 4. PACKING:

All goods provided or work returned under a Purchase Order shall be suitably packed and marked to secure lowest transportation costs and in accordance with the requirements of common carriers. All packaging must comply with ATA Spec 300. The use of Styrofoam peanuts as packaging dunnage is **prohibited**. No additional charge will be allowed for packaging, boxing, crating or storage unless so stipulated in the Purchase Order. If Airbus NZ discovers damage to any goods or work not packed to ensure proper protection, Airbus NZ may at its discretion accept or reject the goods. If accepted by Airbus NZ, subsequent rectification costs will be paid by the Supplier. Airbus NZ's count will be accepted as first and conclusive on all shipments not accompanied by packing lists. All O rings are to be individually packaged in light proof packaging and marked with applicable specification details and cure date.

### 5. INSPECTION:

Airbus NZ shall not be deemed to have accepted the goods or work unless and until it has had a reasonable opportunity to examine them for the purpose of ascertaining that they conform with the Purchase Order, notwithstanding any agreement by Airbus NZ to collect them or pay for their transport costs. Following Airbus NZ's inspection of goods or work, Airbus NZ may reject any goods or work which do not comply with the Purchase Order or which contain defective material or workmanship irrespective of date of payment. Airbus NZ may hold goods pending Supplier's instructions relating to any goods so rejected or may return them to Supplier at Supplier's expense.

### 6. PERFORMANCE OF WORK:

Where a Purchase Order calls for goods to be supplied or work to be performed by Supplier, all work performed and materials used in connection therewith shall be at the risk and expense of the Supplier and shall be replaced by Supplier in the event of any damage or destruction thereof prior to delivery to and acceptance by Airbus NZ. If a Purchase Order calls for work to be performed by Supplier upon any Airbus NZ premises owned or controlled by Airbus NZ and/or Airbus NZ's customers, Supplier will comply with all health and safety and other requirements at the premises, keep the premises and the work and goods free and clear of all liens and will furnish Airbus NZ with certificates and waiver as provided by law. Whenever any property belonging to Airbus NZ or its customer is in the possession of Supplier or Supplier's suppliers, Supplier shall be deemed the insurer thereof and shall be responsible for its safe return to Airbus NZ. For the avoidance of doubt, title to Airbus NZ supplied equipment will at all times remain in Airbus NZ and the Supplier shall ensure that the equipment carries Airbus NZ identification tags at all times.

### 7. DELIVERY:

Delivery shall mean the delivery of possession of the goods being delivered hereunder to Airbus NZ at the place and between the hours indicated by Airbus NZ on the Purchase Order and the transfer by Supplier to Airbus NZ of its right, title and interest in and to the goods which Supplier possesses, free and clear of all liens. If no time for delivery is stipulated the Supplier shall deliver the goods or completed work within a reasonable period of receiving the Purchase Order. Airbus NZ

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shall not be bound to accept delivery prior to the date of delivery specified and will not be liable for any loss or charge arising from refusal of Airbus NZ to accept such delivery prior to the appointed delivery date. Upon delivery of the goods to Airbus NZ at the delivery location, title to as described below, and risk of accidental loss of or damage to such goods and exclusive care, custody and control thereof, will pass to Airbus NZ.

The time of delivery is of the essence and delivery of goods or performance of work shall be made at the place and between the hours indicated by Airbus NZ on the Purchase Order. If no time for delivery is stipulated the Supplier shall deliver the goods or completed work within a reasonable period of receiving the Purchase Order. Airbus NZ shall not be bound to accept delivery prior to the date of delivery specified and will not be liable for any loss or charge arising from its refusal of Airbus NZ to accept such delivery prior to the appointed delivery date.

Where shipments are to occur via Airbus NZ's freight forwarder this will be stipulated within the Purchase Order.

### 8. COMPLIANCE WITH LAWS AND REGULATIONS:

Supplier agrees to comply with federal, state and local laws and orders applicable to the execution of a Purchase Order. More specifically, these terms and conditions will be construed in accordance with, and will be governed by, the laws of New Zealand. Supplier shall comply with, and upon request of Airbus NZ furnish certificate of compliance with all applicable rules, orders, regulations of the airworthiness authority specified in and/or requirements set out in the Purchase Order in relation to all goods and/or work and shall indemnify AIRBUS NZ against any damages by reasons of violations of this paragraph.

### 9. PAYMENT OF TAXES AND DUTIES:

Airbus NZ will pay all taxes, charges and duties properly imposed on AIRBUS NZ by or on behalf of the Government of New Zealand in respect of the supply of the goods or work, other than those levied on the net income of the Supplier. The Supplier will pay all taxes, charges and duties imposed by or on behalf of any government or country other than the Government of New Zealand. Unless specifically stated to the contrary in the Purchase Order or in any written notification by Airbus NZ to Supplier, the goods and work which are the subject of the Purchase Order are for export to Airbus NZ in New Zealand as the final destination and as such are exempt from Sales and Goods and Services Tax. At the request of Supplier, Airbus NZ will furnish documentary evidence of such exemption.

### 10. INTELLECTUAL PROPERTY:

Supplier expressly warrants that the goods and/or work to be furnished hereunder and the production and sale thereof, does not and will not infringe any intellectual property rights; that Supplier will at its own expense defend any suit that may arise in respect thereto; and that Supplier will indemnify and hold harmless Airbus NZ, its related companies its and their successors and assigns, and the customers of any of them, from all loss and expense which may be incurred on account of any such alleged or actual infringement.

### 11. REPORTING & AUDIT:

In respect of the supply of goods or services for aircraft use, Supplier shall retain all records pertaining to such goods or services for a period of at least seven years from the date of shipment. Records must be held in their current form and may not be amended, modified in any way or destroyed without prior consent of Airbus NZ.

The Supplier will allow a person or persons authorised by Airbus NZ to inspect records during normal business hours and to take copies and extracts from the records.

Airbus NZ, and in some cases Airbus NZ's customer or related authority, on giving reasonable notice, may enter the Suppliers premises to ensure that the Supplier is complying with its obligation under this agreement or for any other purpose specified by Airbus NZ in its notice to Supplier. Supplier will give all reasonable assistance in relation to Airbus NZ visit.

### 12. QUALITY:

Supplier expressly warrants that all goods and/or work ordered pursuant to a Purchase Order and according to plans, drawings specifications or sample furnished or approved by Airbus NZ (which are hereby made a part of the Purchase Order as if fully set out herein) will conform thereto, or if not so ordered will be merchantable, fit and sufficient for the purpose ordered, will be free from defect in material and workmanship and will have been carried out by suitably qualified personnel. All Supplier's warranties shall, as applicable, run to Airbus NZ, its related companies, its and their successors, assigns and customers and shall be construed as conditions as well as warranties and shall not be deemed to be exclusive. Unless otherwise specified all goods and/or work furnished hereunder will be subject to final inspection and accepted or rejected by Airbus NZ within a reasonable time after delivery, irrespective of the date of payment therefor. Airbus NZ will upon written notice to the Supplier hold any rejected goods at the Supplier's risk pending Supplier's instructions. If Supplier fails to furnish Airbus NZ with instructions regarding the disposition of such goods within a reasonable time, Airbus NZ may return the goods to the Supplier at the Supplier's expense. Where a Supplier holds quality assurance certification, the Supplier will notify Airbus NZ promptly in writing should that certification be suspended or lost.

### 13. EXCUSABLE DELAY:

No liability shall result from delay in performance or from non-performance under these terms and conditions caused by circumstances beyond the control of the party affected (including, but not limited to acts of God, fire, flood, war, sabotage, accident, Government act, order or regulation and global inability (other than as a result of inadequate forward planning processes) to obtain material, goods or equipment or transportation) which interfere with production. Airbus NZ deliveries delayed or not made because of such cause or event may be suspended, reduced or eliminated by Airbus NZ from the Purchase Order without charge.

### 14. INSURANCE:

The Supplier must maintain the necessary insurances to meet its obligations under each respective Purchase Order. In each case the sum insured shall not be less than that specified in an individual Purchase Order, or if not so specified, shall not be less than either the total value of the goods being supplied under the Purchase Order or the full replacement cost of the Airbus NZ equipment being provided, whichever is the higher sum. The Supplier is required to provide evidence of insurances in the form of a validated certificate of insurance from its insurance company.

### 15. INDEMNITY:

The Supplier hereby irrevocably fully indemnifies Airbus NZ, its related companies, its and their officers, agents, subcontractors and employees from and against any and all claims, proceedings, costs, expenses, damages and losses arising out of or in any way connected with or related to these terms and conditions or the goods provided or to be provided by or the work performed or to be performed by or on behalf of the Supplier and relating to any loss or damage to property (whether real or personal); injury to any person including injury resulting in death; any defect in the goods or work performed or their delivery or unloading by the Supplier, except to the extent caused by the negligence or wilful misconduct of Airbus NZ, its related companies and its and their officers, agents, subcontractors or employees.

### 16. NON PERFORMANCE:

The failure of any goods and/or work delivered hereunder to meet the quality specified in the Purchase Order or, except to the extent provided in Paragraph 12 hereof, the failure of the Supplier to make any delivery in the quantity or within the time specified or to comply with any of the other terms and conditions hereof shall relieve Airbus NZ of any obligation to accept and pay for such goods or work performed. Airbus NZ may either terminate the relevant Purchase Order without charge or all or any part of the undelivered portion of the Purchase Order and place a Purchase Order elsewhere for an equal or lesser quantity of goods and/or work of the same or substantially equal quality and charge Supplier with any loss so incurred. Any failure of Airbus NZ to exercise such option with respect to any portion of the Purchase Order shall not constitute a waiver with respect to any undelivered instalments or waiver by Airbus NZ of any specific defaults by Supplier. Failure by Airbus NZ to cancel the Purchase Order or any part thereof when a right of cancellation pursuant to this paragraph 16 arises shall not constitute waiver by Airbus NZ of any of the terms and conditions of any Purchase Order with respect to any further or subsequent default by Supplier which give rise to right of termination.

### 17. TERMINATION:

In addition to its rights in paragraph 16, Airbus NZ may by notice in writing to the Supplier terminate a Purchase Order in whole or in part if the Supplier is otherwise in breach of that Purchase Order and has failed to remedy the breach (where such breach is capable of remedy) within five (5) days of receipt of a request in writing from Airbus NZ to remedy the breach, such request indicating that failure to remedy the breach may result in termination of the Purchase Order

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Airbus NZ shall also be entitled to terminate a Purchase Order without cause by giving Supplier seven (7) days written notice to that effect. In that case only, Airbus NZ shall pay to Supplier: (i) for such of the goods or work completed prior to notice of termination and scheduled for shipment within thirty days immediately following the date of giving of such notice; (ii) for such of the goods or work only partially completed prior to notice of termination and scheduled for shipment within ninety days following the date of giving of such notice, the Supplier's documented cost of labour and material used to construct or work on such partially completed goods, together with proportionate overhead charges; (iii) For material, not in process, which before the giving of notice of termination the Supplier has purchased or agreed to purchase, the cost of such material to Airbus NZ. Such payments made under this provision shall be subject to the Supplier using its best endeavours to minimise its financial loss by reworking or otherwise utilising completed goods, partially completed goods and raw materials and/or disposing of the same at the best price reasonable obtainable therefor. The total of such claim shall not, however, exceed the commitment value of the terminated Purchase Order

### 18. NON-ASSIGNABILITY:

No Purchase Orders nor any monies due or to become due thereunder may be assigned by Supplier without the written consent of Airbus NZ.

### 19. CONFIDENTIALITY:

The Supplier and its staff must not, without Airbus NZ's prior written consent, disclose to any person (other than a person authorised by Airbus NZ) any information whatsoever acquired by the Supplier in connection with a Purchase Order issued hereunder, nor advertise or publicly announce that it is supplying goods or undertaking work for Airbus NZ, its related companies or customers.

### 20. DISPUTE RESOLUTION:

Either party may require any dispute between the parties arising out of or connected to a Purchase Order ("Dispute"), which has not been resolved within 14 days, to be referred to mediation, in the first instance to the senior management of the respective parties. If within 28 days of such referral, a resolution to the Dispute has not been achieved then the parties shall be entitled to jointly appoint a mediator, or if the parties cannot agree to a mediator within 14 days of a party referring the Dispute to formal mediation, to be appointed by the Chairperson of LEADR New Zealand Incorporated or the Chairperson's nominee. The mediator shall conduct the mediation in accordance with those guidelines agreed between the parties, or if not agreed within 14 days of the appointment of the mediator, in accordance with the guidelines set by the mediator. The costs and expenses of the mediator shall be shared by the parties equally. The provisions of this paragraph shall not limit or affect the rights of either party to apply to the court at any time for any interim or preliminary relief in respect of the Dispute.

### 21. EXPORT CONTROL:

The Supplier must comply with all applicable Export Regulations and acknowledges that acts contrary to such Export Regulations are prohibited. Where requested by Airbus NZ, upon acceptance of the Purchase Order, the Supplier must identify and notify to Airbus NZ, all Export Regulations applicable to the work and/or goods by way of a signed "Export Control Classification Declaration" available through the "Terms, Conditions and Policies" link on Airbus NZ's website at [https://australia-pacific.airbus.com/website/en/ref/Terms,-Conditions-and-Policies\\_17.html](https://australia-pacific.airbus.com/website/en/ref/Terms,-Conditions-and-Policies_17.html)

Whenever all or part of the work and/or goods are subject to Export Regulations, the Supplier must ensure that Airbus NZ, and where specified, Airbus NZ's customer, has the ability to use the work and/or goods in accordance with the Export Regulations, and the Supplier shall at no cost to the Airbus NZ:

- a) provide any declarations and certifications, such as end-user certificates, required by the applicable Export Regulations;
- b) provide Airbus NZ, upon request, with the Export Authorisation application, for review prior to being submitted to the export control authority;
- c) provide Airbus NZ, prior to delivery of the work and/or goods, with a copy of all applicable Export Authorisations, including a copy of all provisos and limitations imposed by the export control authority that relate to the work and/or goods and/or the obligations of Airbus NZ or end-user;
- d) clearly indicate on all delivery documentation the Export Regulations, export control classification, Export Authorisation, distribution restrictions and any other information applicable to the delivery and use of the work and/or goods under the Export Regulations; and
- e) Include a copy of the Export Authorisation with the delivery documentation.

The Supplier will provide Airbus NZ with all information concerning any changes to applicable Export Regulations which affect the work and/or goods and provide reasonable assistance where requested by Airbus NZ to comply with the amended Export Regulations. The Supplier shall indemnify and hold Airbus NZ harmless for all claims, damages, costs, fines, penalties, legal fees, and all other expenses arising out of or in connection with any failure of the Supplier to comply with this clause.

### 22. HEALTH AND SAFETY AT WORK:

The Supplier must comply with all HSW Laws applicable to the Purchase Order and its performance, including the provision of the work and/or goods. The Supplier must conduct health and safety risk assessments as necessary, and put in place measures to eliminate or reduce risks to health and safety arising in connection with the work and/or goods (including but not limited to the use of the work and/or goods by Airbus NZ or another person) so far as is reasonably practicable. The Supplier must produce and supply to Airbus NZ, upon request, all documentation reasonably required by Airbus NZ to evidence compliance with a HSW Law. The Supplier must inform Airbus NZ where there are joint duties owed by Airbus NZ under a HSW Law in connection with the Purchase Order or the work and/or goods, and must consult and cooperate with Airbus NZ in the mitigation and control of any associated risks. The Supplier must discharge, exercise, and fulfil the functions, duties and obligations of a person conducting a Business or undertaking in respect of the provision of work and/or goods.

### 23. ENTIRETY:

These terms and conditions and the Purchase Order constitute the entire agreement between the parties in relation to the goods or work contracted under the Purchase Order and no modifications thereof shall be binding unless mutually agreed to in writing. The receipt by Airbus NZ of any quotation form, sales conformation or other proposal shall not, in the absence of a written acknowledgement by Airbus NZ expressly agreeing to same, have the effect of changing in any manner or adding to the terms and conditions hereof.

### 24. JURISDICTION AND GOVERNING LAW:

The parties shall accept the non-exclusive jurisdiction of the New Zealand Courts and agree that each Purchase Order shall be governed by and construed in accordance with New Zealand law.