

Purchasing Terms & Conditions

Part 99 CASR

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For
Seanezzi PTY Ltd.

AMO approval certificate number;

TBD

13-15 King St

Airport West

Victoria, 3042

Seanezzi PTY Ltd Purchase Order Terms & Conditions February 2023

1. SUPPLY OF GOODS AND/OR SERVICES

1.1. In consideration of payment of the Price by Seanezzi, the Supplier must supply the Goods and/or perform the Services in accordance with the terms of the Purchase Order - which includes these Purchase Order Terms and Conditions.

1.2. To the extent the Supplier's terms and conditions come with the Goods or Services (including as printed on consignment notes or other documents), those terms and conditions will be of no legal effect and will not constitute part of this Purchase Order (even if any representative of Seanezzi signs those terms and conditions or annexes the terms and conditions to this Purchase Order).

1.3. Where this Purchase Order relates to Goods and/or Services which are the subject of a contract between the Supplier and Seanezzi, the terms of that contract apply to the extent of any inconsistency with these Purchase Order Terms and Conditions.

1.4. The Supplier must, in supplying the Goods or performing the Services:

- a. not interfere with the Company's activities or the activities of any other person at the Delivery Address;
- b. be aware of, comply with and ensure that the Supplier's employees and agents are aware of and comply with:
 - i. all applicable Laws;
 - ii. all Site Standards and Procedures as explained to them at Induction, to the extent that they are applicable to the supply of the Goods or the performance of the Services by the Supplier; and
 - iii. all lawful directions and orders given by Seanezzi representative or any person authorised by Law to give directions to the Supplier;
- c. ensure that the Supplier's employees and agents entering the Company's premises perform in a safe manner and are properly qualified for, and skilled in, the performance of their tasks and are of such character as not to prejudice:
 - i. safe working practices;
 - ii. safety and care of property; and
 - iii. continuity of work;
 - iv. site security;
 - v. any other site Specific requirements;
- d. provide all such information and assistance as Seanezzi reasonably requires in connection with any statutory investigation in connection with the supply of the Goods or the performance of the Services;
- e. on request by Seanezzi, provide Seanezzi and its employees, agents or consultants any information and assistance required to identify, evaluate, implement and report on any matter required by Law, including but not limited to:
 - i. producing written reports;
 - ii. recommending efficiency opportunities;
 - iii. collecting data; and
 - iv. monitoring or metering, in respect of anything used, produced or created in connection with the performance of the Supplier's obligations under this Contract.

2. DELIVERY

2.1. The Supplier must deliver the Goods to the Delivery Address (in accordance with the Terms specified in the Purchase Order) by the Delivery Date.

2.2. The Supplier must ensure that the Goods are suitably packed to avoid damage in transit or in storage.

2.3. Packages must be marked with the Purchase Order number, item number, destination, contents, quantity, date and weight of each package and comply with any specific purchase order requirements.

3. ON TIME PERFORMANCE

The Supplier must perform the Services by the date specified in the Purchase Order.

4. TITLE AND RISK

4.1. Title in the Goods passes to Seanezzi upon payment of the Price.

4.2. Risk in the Goods passes to Seanezzi when the Goods are delivered to the Delivery Address in accordance with the Terms specified in the Purchase Order.

5. PRICE

5.1. Seanezzi must pay the Supplier the Price for the Goods and/or Services.

5.2. The Price is inclusive of all costs incurred by the Supplier in the supply of the Goods and/or performance of the Services including all charges for packing, insurance and delivery of the goods and the cost of any items used or supplied in the performance of the Services.

5.3. The Price is inclusive of all taxes and duties, except GST and is expressed in Australian Dollars.

6. GST

6.1. The Supplier must first provide Seanezzi with a valid tax invoice before Seanezzi will pay the GST amount to the Supplier.

7. INVOICING

7.1. Upon delivery of the Goods and/or completion of the Services, the Supplier must provide to Seanezzi a valid tax invoice, which must include the information set out in clause 7.2.

7.2. An Invoice must include the following details:

- a. a reference to this Purchase Order Number and the relevant Contract (if any) including the line item numbers on the Purchase Order;
- b. a detailed description of the delivered Goods or performed Services, including the date of delivery and/or period of Services and the relevant quantity;
- c. an individual reference number for Seanezzi to quote with remittance of payment
- d. the Price relating to the Goods and/or Services, broken down to reflect the same Price components on the Purchase Order;
- e. the amount of any applicable GST;
- f. Company name and address, and;
- g. Company contact name and details.

7.3. If Seanezzi requests, the Supplier must provide all relevant records to calculate and verify the amount set out in any Invoice.

7.4. Seanezzi is not obliged to approve any invoice submitted in accordance with clause 7.1, and may withhold approval and/or money due to the Goods or Services (or any part of them) being Defective.

7.5. Subject to clause 7.4, Seanezzi will pay all Invoices within 30 days of their receipt, except where Seanezzi disputes the invoice, in which case:

- a. the Company may withhold payment pending resolution of the dispute;
and
- b. if the resolution of the dispute determines that Seanezzi must pay an amount to the Supplier, the Company must pay that amount upon resolution of that dispute.

7.6. Seanezzi may reduce any payment due to the Supplier under this Contract by any amount which the Supplier must pay the Company, including costs, charges, damages and expenses and any debts owed by the Supplier to the Company on any account whatsoever. This does not limit the Company's right to recover those amounts in other ways.

8. QUALITY

8.1. The Goods and/or Services must match the description referred to in the Purchase Order.

8.2. If the Supplier provided Seanezzi a sample of the Goods or a demonstration of the Services, the Goods and/or Services must be of the same nature and quality as the sample or demonstration given.

8.3. The Goods and/or Services must be fit for the purpose for which goods and/or services of the same kind are commonly supplied or bought and for any other purpose Seanezzi specifies.

8.4. The Goods must be of merchantable quality and, unless otherwise specified in the Purchase Order, must be new.

8.5. If required by Seanezzi, the Supplier will provide a Certificate of Conformance or such other quality documentation as required to confirm the authenticity, origin and or compliance to specification and performance of the goods.

8.6. Seanezzi Suppliers shall have an appropriate and compliant quality management system (QMS) for the Goods/Services provided with recognized 3rd party accreditation as the preferred QMS system approval. Any changes such as withdrawal, disapproval, or probation of the Suppliers QMS approval shall immediately be communicated to Seanezzi in writing. Seanezzi shall inform Suppliers of any specific authority and customer requirements applicable.

8.7. Any significant changes to the Supplier Goods/Services, methods, processes, equipment, external providers, location of manufacture, change in ownership etc. shall require prompt written notification of changes to Seanezzi to obtain approval for continuation of supply.

8.8. *Access to Suppliers Facilities (Right of Access):* The Supplies - and when required, the Suppliers sub-tier or sub-contract sources, shall provide all reasonable access, assistance, facilities, privacy and equipment to Seanezzi, our Customers, and Regulatory Authority Representatives for the performance of quality assurance activities such as quality system assessment, audits, and inspections related to the execution of the contract.

8.9. *Customer Approvals:* Compliance with end customer approvals or qualified products lists - Some raw materials, components, standards, special processing services and support testing shall be procured only from sub tiers with the appropriate approval by Seanezzi's end customer or OEM. The Supplier must ensure that, when applicable, only customer approved sources are used.

8.10. *Training and Certification of Personnel:* Where required by drawing, specification or agreement, the Supplier shall ensure that only adequately trained and certified personnel carry out specific tasks. The Supplier shall maintain records of approval, training, and re-certifications.

The Supplier shall ensure their Personnel are aware of:

- Their contribution to product or service conformity
- Their contribution to product safety
- The importance of ethical behaviour

8.11. The Supplier shall plan, implement and control a process appropriate to the organisation and its scope of work that identifies and prevents the use of counterfeit / unapproved or suspected counterfeit / unapproved products.

8.12. *Control of Non-Conforming Outputs:* Any Goods/Services that do not fully conform to the type design criteria and/or the Seanezzi Purchase Order requirements must be referred in writing to Seanezzi for disposition. Materials provided 'Customer Furnished' (free in aid) may not be scrapped without Seanezzi's permission. Application to Seanezzi for disposition of products identified as Non-Conforming must be made in writing to Seanezzi. Any unairworthy conditions must be reported to Seanezzi and any other stakeholders promptly.

8.13. *Retention of Records:* Quality records shall be maintained on file and be traceable to the conformance of product/part numbers delivered to Seanezzi. Records shall be available on a timely basis (i.e., 1-3 days at most) to Seanezzi, Seanezzi Customers and the Regulatory Authorities as required. The records shall be maintained for a period of not less than 5 years unless otherwise stated on the Purchase Order and/or Contract, at which point application to Seanezzi may be made for permission to dispose of the records or return them to Seanezzi. Records shall be retained in a safe storage location with protection from fire, water, pests and any chemicals that might cause deterioration.

9. WARRANTY PERIOD

9.1. Where the Goods and Services include delivery and installation the Supplier will perform installation and commissioning testing and calibration to the satisfaction of Seanezzi and if required provide certification of the goods to the specifications included in the Purchase Order. The warranty period will not commence until the date of such certification.

9.2. If, during the Warranty Period, any of the Goods or Services are found to be Defective, the Company may:

- a. return the Defective Goods to the Supplier;
- b. reject the Defective Services ;
- c. repair or make good the Defective Goods; or
- d. re-perform or make good the Defective Services.

9.3. In the case of any of the above - at Seanezzi's discretion the Supplier must:

- a. repair or replace the Defective Goods;
- b. re-perform or make good the Defective Services; or
- c. reimburse the Company for any expenses incurred in repairing, reperforming or making good (as the case may be) any Defective Goods or Services, at the Supplier's cost, if requested to do so by the Company.