GENERAL CONDITIONS OF PURCHASE (04/01/2022)

Unless otherwise specifically agreed in writing all Goods purchased by Twinset Holdings Pty Ltd (ACN 091 665 217) as trustee for ATM Omega Trust trading as Advanced Technology & Manufacturing (ABN 90 636 347 634) (Buyer) are purchased on the following terms and conditions, and the Seller agrees to be bound by the following terms and conditions.

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Conditions of Purchase unless the contrary intention appears:

(a) **Agreement** means the Conditions of Purchase, the Purchase Order and any other contractual document executed by the Buyer and the Seller governing the supply of the Goods and/or Services.

(b) **Buyer** means Twinset Holdings Pty Ltd (ACN 091 665 217) as trustee for ATM Omega Trust trading as Advanced Technology & Manufacturing (ABN 90 636 347 634).

(c) **Conditions of Purchase** means these general conditions of purchase.

(d) **Goods** means all goods or products covered by the Purchase Order, including raw materials, processed materials or fabricated products.

(e) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

(f) **Laws** means all present or future requirement of any statute, regulation, proclamation, ordinance or by-law, whether State, Federal, local or otherwise.

(g) **Manufacturer** means a manufacturer of the Goods or any component of the Goods.

(h) **Purchase Order** means the Buyer's official purchase order to which these Conditions of Purchase apply, and includes printed purchase orders, whether delivered by hand, mail or facsimile, and purchase orders issued by means of electronic data transfer or otherwise.

(i) **Seller** means the person, firm, partnership, company or other legal entity to whom the Purchase Order is issued and includes its servants, agents and subcontractors.

(j) **Services** means all services (including but not limited to consultancies, maintenance) covered by the Purchase Order.

(k) **Conflict Minerals** are minerals mined in an area of armed conflict and traded illicitly, particularly in the Democratic Republic of Congo and adjoining countries. These minerals include tin, tantalum, tungsten, and gold (collectively known as 3TG).

1.2 Interpretation

In these Conditions of Purchase, unless the context otherwise requires:

(a) the singular includes the plural and vice versa, and a gender includes other genders;

(b) other grammatical forms of a defined word or expression have corresponding meanings;

(c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, these Conditions of Purchase, and a reference to these Conditions of Purchase includes any schedules and annexures;

(d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(e) a reference to $ is a reference to Australian dollars;

(f) a reference to time is to the time in Perth, Western Australia;

(g) a reference to party includes the party's executors, administrators, successors, assigns and substitutes;

(h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

(i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(j) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;

(k) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) is for the benefit of and binds them jointly and severally;

(l) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of these Conditions of Purchase or any part of it;

(m) the words "include", "includes" and "including" are not words of limitation; and

(n) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2 ENTIRE AGREEMENT

(a) This Agreement represents the entire agreement between the parties. The Seller shall, by accepting this Purchase Order, be bound by this Agreement to the exclusion of all other terms and conditions, whether contained in the Seller's invoice or conditions of sale or otherwise. Therefore, upon acceptance of the Purchase Order by the Seller:

(i) any terms and conditions whether contained in the Seller's invoice or conditions of sale or otherwise do not apply;

(ii) the terms set out in this Agreement apply to the supply of the Goods and/or performance of the Services; and

(iii) unless expressly provided in the Purchase Order, any prior representations, negotiations, arrangements, understandings or communications between the parties about the supply of the Goods and/or the performance of the Service are superseded and replaced by the Agreement.

(b) Where the Seller is certified to ISO9001, this Purchase Order must be fulfilled in accordance with the terms of that certification.

3 RESPONSIBILITY FOR PURCHASE

(a) The Buyer will not be responsible for any order unless it is issued on a Purchase Order.

(b) No variation of a Purchase Order will be effective unless approved in writing or by email by the Buyer (which may be withheld in the Buyer's absolute discretion).

(c) The number appearing on the Purchase Order must be quoted on all invoices and delivery dockets.

4 WARRANTIES

(a) The Seller warrants that the Goods:

(i) conform with the description provided by the Seller;

(ii) conform with any applicable specifications agreed by the Buyer, Seller or Manufacturer.

(iii) are of merchantable quality and are fit for the purpose for which they are sold;

(iv) are free of defects in material, workmanship and design;

(v) are new (unless otherwise specified); and

(vi) are free from all liens and encumbrances and the Seller has good marketable title thereto.

(b) The Seller warrants to the Buyer that the Services:

(i) will comply with the highest industry quality standards for performance;

(ii) will be performed with all due care and skill; and

(iii) will comply in all respects with any representations made by the Seller.

(c) The Seller warrants that it has all intellectual property rights (including any patents, trade marks and copyright) necessary to supply Goods and perform the Services in accordance with this Agreement and fully indemnifies the Purchaser against any loss, cost, damage or expense incurred by the Purchaser as a consequence of any claim by a third party that it has a right to any intellectual property right in the Goods.

(d) The Seller acknowledges that the Buyer has relied upon such warranties in entering into the Agreement.

(e) These warranties are in addition to any other warranties or guarantees contained in the Purchase Order or implied by law or provided by the Seller or any third party.

5 LIABILITY

(a) The Seller shall, without limitation, indemnify the Buyer for any loss, damage, expense, claim or liability suffered or incurred by the Buyer, whether consequential or otherwise as a result of a breach of any of the warranties contained in clause 4.

(b) Notwithstanding clause 5(a) and without limiting the generality thereof, the Seller shall at the Buyer’s option:

(i) pay for or replace all Goods which are or become defective or otherwise fail to comply with all warranties contained in clause 4(a) upon notification of such defect or failure from the Buyer. Such repairs or replacements shall be subject to the warranties contained in clause 4(a) and the liabilities contained herein; and/or

(ii) resupply any Services which do not comply with all the warranties in clause 4(b) upon notification of any defect or failure from the Buyer. Such resupply shall be subject to the warranties contained in clause 4(b) and the liabilities contained herein.

(c) The Buyer's obligation to pay the purchase price is independent of the Seller's covenants herein expressed, and failure by the Buyer to make any payments in accordance with this Agreement, or as otherwise expressly agreed, shall not entitle the Seller to repudiate this Agreement or refuse to perform or comply with any condition, covenant or warranty on its part to be performed or complied with.

6 INDEMNITY

(a) To the maximum extent permitted by law, the Seller indemnifies the Buyer against all actions, claims, costs, charges, damages, expenses, liabilities, losses or damages (including legal costs on an indemnity basis whether incurred by or awarded against the Buyer) that the Buyer may incur or sustain arising out of or in connection with the performance or non-performance by the Seller of its obligations under the Agreement.

(b) The Seller's ability to indemnify the Buyer will be reduced proportionally to the extent that any negligent or unlawful act or omission of the Buyer contributes to the loss or liability.

7 RELEASE

(a) The Seller releases the Buyer from all liability arising from or in connection with any injury or death of the Seller's employees, agents or contractors.

(b) The Buyer does not indemnify the Seller in any way, shape or form.

8 SUPPLY AND DELIVERY

(a) The date and place of delivery of the Goods shall be that specified in the Purchase Order unless otherwise agreed between the Buyer and Seller.

(b) The Buyer is not obliged to accept early delivery of the Goods. If the Buyer does not accept early delivery of the Goods, the Seller must, at its cost, hold the Goods in store until the date of delivery.

(c) The Seller must notify the Buyer as soon as practicable if the delivery of the Goods is likely to be delayed.

(d) Time is of the essence hereof insofar as it applies to the obligations of the Seller. If any Goods are not delivered within the time specified in the Purchase Order, the Buyer may either:

(i) Refuse to accept such Goods and terminate the Purchase Order, or

(ii) Cause the Seller to deliver the Goods by the most expeditious means, whereupon any additional delivery charges in excess of those which would apply for the usual means of delivery shall be borne by the Seller.

(e) If any Goods are not delivered to the place specified in the Purchase Order or otherwise agreed between the Buyer and the Seller, the Seller will be responsible for any additional expense incurred in delivering them to their correct destination.

(f) The Seller is responsible for all insurance charges, incurred in delivering the Goods to the Buyer.

(g) The Seller is taken to have carefully examined all documents and other information furnished by the Buyer relating to the supply of the Goods and to have fully satisfied itself of all conditions, risks, contingencies and other circumstances which might affect the supply of the Goods including conditions at the point of delivery, and to have made due allowance for these in the purchase price for the Goods.

9 PACKAGING, STORAGE AND HAZARDOUS GOODS

(a) The Goods must be properly packed to avoid being damaged during the delivery of loading and unloading.

(b) The Goods must be clearly marked with the location of delivery and must be accompanied by a packaging slip or delivery docket detailing the Goods, all relevant manufacturer's or supplier's instructions concerning the use of the Goods and all relevant manufacturer's or supplier's warranties in respect of the Goods.

(c) The Seller must comply with all applicable Laws relating to the transport, packaging, storage, handling and use of the Goods.

(d) If the Goods comprise any hazardous materials or dangerous goods, they must be marked by the Seller with international danger symbol(s) and display the name of the material in English. Products classified as "Dangerous Goods" in accordance with the Australian Dangerous Goods Code ("Code") must be marked in accordance with that Code. Delivery and other documents must include disclosure of the hazard(s) and name of the material in English. Goods must be accompanied by emergency material in English in the form of written instructions, labels or markings and material safety data sheets ("Data Sheet"). No hazardous goods may be delivered until the relevant Data Sheet has been provided to the Buyer.

(e) All information held by or reasonably available to the Seller regarding any potential hazards or special requirements known or believed to exist in the transport, packaging, storage, handling or use of the Goods shall be immediately communicated to the Buyer.

(f) The Goods shall be packed, in the case of Dangerous Goods, to comply with the requirements of the ADG Code and marked accordingly with the relevant approvals. Such packaging shall also be marked with the appropriate information required by the ADG Code. In all other cases, the Goods shall be packed in accordance with any packaging requirements or specifications communicated by the Buyer to the Seller. Any proposed alteration to the Buyer's packaging requirements or specifications shall be subject to the Buyer's prior approval.

(g) Where required by the Buyer or at law, the Seller shall provide all necessary Certificates of Conformance, Certificated of Analysis and Test Certificates together with the Goods Delivered pursuant to the Purchase Order.

10 LOSS OR DAMAGE IN TRANSIT

(a) The Buyer shall advise the Seller of any loss or damage to the Goods within the following time limits:

(i) partial loss, damage, or non-delivery of any separate part of a consignment of Goods within 60 days of the date of delivery of the consignment or part consignment; or

(ii) non-delivery of whole consignment of Goods within 60 days of the intended date of delivery as specified in the Purchase Order.

(b) The Seller shall make good free of charge to the Buyer any loss of or damage to the Goods where notice is given by the Buyer in compliance with this condition.

11 REJECTION

(a) The Buyer may, at any time and despite acceptance of the Goods, reject Goods not conforming for any reason whatsoever to the Purchase Order upon delivery of such Goods or within a reasonable time thereafter. Any payment by the Buyer for such Goods shall not prejudice its right of rejection contained herein.

(b) The Seller shall reimburse the Buyer for:

(i) any purchase price paid by the Buyer with respect to such Goods; and

(ii) any costs incurred by the Buyer in connection with the rejection of such Goods.

(c) If the Seller does not remedy the defect or other breach within a reasonable time being not more than 30 days, the Buyer may, by notice in writing addressed to the Seller, terminate the Purchase Order.

12 DEFECTIVE GOODS

(a) If, at any time, (whether or not a reasonable time has passed for inspection after delivery of the Goods) the Buyer discovers that the Goods do not comply with any warranty given under clause 4(a), the Buyer may (without limiting any other right available to it):

(i) rectify the Goods or have the Goods rectified and the cost, loss, damage and expense suffered or incurred by the Buyer will be a debt due from the Seller to the Buyer;

(ii) deliver to the Seller a notice under clause 12(b).

(b) The Seller must, if the Buyer so requires by notice in writing, at the Seller's cost, either:

(i) remove the Goods, rectify the defects and return the Goods to the Buyer; or

(ii) replace the Goods.

13 TITLE AND RISK

(a) Title to and risk of loss in the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with clause 8 but without prejudice to any right of rejection or other rights which may accrue to the Buyer hereunder.

(b) The Seller must insure the Goods against all risks of loss, damage and depreciation for the full replacement value until delivery of the Goods to the place of delivery.

14 PROVISION OF SERVICES

(a) The Seller must provide the Services:

(i) competently, diligently, safely and to the standard that would be reasonably expected of an experienced, professional provider of similar services;

(ii) at the time or times specified in the Purchase Order or otherwise in a timely manner;

(iii) in accordance with all directions given by the Buyer; and

(iv) in compliance with all Legislative Requirements.

(b) Where the Services are to be performed on the Buyer's premises, the Seller must at its own cost:

(i) comply with any site safety and induction requirements specified by the Buyer;

(ii) if required by the Buyer, submit a Health, Safety and Environment Management Plan (**HSEMP**) to the Buyer for approval, and not commence the Services until the HSEMP is approved; and

(iii) perform the Services in accordance with the approved HSEMP.

(c) The Seller must indemnify, and keep indemnified, the Buyer from and against all claims, proceedings, expenses, costs (including legal costs on a full indemnity basis), damages, losses and other liabilities arising out of an act, omission or breach by the Seller or the Seller's personnel relating to any Services performed on the Buyer's premises.

15 INTELLECTUAL PROPERTY

(a) The Seller shall indemnify the Buyer in respect of any loss, damage, expense, claim or liability suffered or incurred by the Buyer as a result of any claim by a third-party alleging infringement of any intellectual property rights in relation to the Goods or any work to be performed pursuant to the Purchase Order.

(b) The Seller must notify the Buyer as soon as the Seller becomes aware of any suspected, threatened or actual infringement of any Intellectual Property Rights arising by reason of this Agreement; and at the Buyer's direction recover the Intellectual Property.

16 BUYER'S RIGHTS IN SPECIFICATIONS, PLANS, PROCESS INFORMATION ETC

(a) Any specifications, plans, drawings, process information, patterns or designs supplied by the Buyer to the Seller in connection with the Purchase Order shall remain the property of the Buyer, and any information derived there from or otherwise communicated to the Seller in connection with the Purchase Order shall be kept confidential and shall not, without the written consent of the Buyer be published or disclosed to any third party, or made use of by the Seller except for the purpose of implementing the Purchase Order or quoting components.

(b) Any specifications, plans, drawings, process information, patterns or designs supplied by the Buyer to the Seller must be returned to the Buyer on request by the Buyer.

17 PRICE

(a) The purchase price of the Goods payable by the Buyer shall be that specified in the Purchase Order and shall be fixed firm, and cannot be varied without the prior written agreement of the Buyer. The terms of exchange rate variation are to be agreed between the Buyer and Seller.

(b) The purchase price includes all taxes except GST unless specified as included, levies and fees which are payable in relation to the supply and delivery of the Goods and the performance of the Services.

(c) The Buyer shall pay to the Seller any amount which is payable by the Seller on account of GST as a consequence of any taxable supply made to the Buyer under this Agreement. Any reimbursement of cost or expense incurred in connection with the Agreement must include any GST component of the cost or expense to the extent that the Seller is entitled to claim an input tax credit on the expenditure.

(d) The Seller must give to the Buyer within 28 days of delivery of the Goods or the performance of the Services a tax invoice which:

(i) is fully compliant with the GST Act; and

(ii) states the Purchase Order number, full details of the Goods delivered or Services performed, the purchase price and any other information the Buyer may require.

18 TERMS OF PAYMENT

(a) The Buyer shall be under no obligation to pay any invoice which is not rendered in accordance with clause 17(d).

(b) Unless otherwise stated on the Purchase Order and following receipt of a valid tax invoice under clause 17(d), the terms of payment are 30 days from the completion of the month of the said tax invoice.

(c) The Buyer reserves the right to set off any amount owing under any Purchase Order against any amount due from the Seller to the Buyer for any reason whatsoever.

(d) Payment is subject to the Buyer being satisfied that the Goods have been supplied, or the Services have been performed, strictly in accordance with the Agreement. Making a payment will not be construed as evidence or an admission that the Goods or Services have been supplied in accordance with the Agreement but is a payment on account only.

19 SUB-CONTRACTING AND ASSIGNMENT

(a) The Seller sub-contracting any work to be performed pursuant to the Purchase Order shall not relieve the Seller of its responsibility for the whole of the work to be performed pursuant to the Purchase Order or of any obligations contained in the Purchase Order or at law.

(b) The Seller is liable to the Buyer for the acts and omissions of any sub-contractor as if they were acts and omissions of the Seller.

(c) The Seller must ensure that its sub-contractors comply with the terms and conditions set out in this Agreement in the supply of Goods and the performance of Services.

20 INSURANCE

(a) Prior to commencing any work to fulfill the Purchase Order and before entering the Buyer's site or the place of delivery, the Seller must take out adequate insurance with reputable insurers including, without limitation, public liability insurance of no less than $20,000,000, product liability insurance of no less than $20,000,000, workers compensation insurance in accordance with all Laws, a minimum of $50,000,000 Common Law Cover, $2,000,000 in wages with medical and rehabilitation, professional indemnity of no less than $2,000,000 in aggregate, management liability of no less than $1,000,000 and cargo insurance of no less than $200,000 per shipment.

(b) The Seller must at all times take our and maintain all insurance policies set out in clause 20(a).

(c) Where requested by the Buyer the Seller must immediately provide certificates of currency for the policies effected under this Agreement.

21 TERMINATION

(a) In addition to the rights under the Purchase Order, the parties have the rights of termination available to them at statute and common law.

(b) The Buyer may suspend all or part of the supply of the Goods or the performance of the Services at any time for any period of time by notice in writing to the Seller. The Seller must comply with the notice and recommence supply when notified by the Buyer. The Seller will not be entitled to any additional payment arising as a result of the suspension.

(c) The Buyer may terminate this Agreement or any parts of this agreement at any time by giving notice in writing to the Seller.

22 CONFIDENTIALITY

(a) If, in the performance of the Agreement or otherwise, the Seller obtains or becomes aware of any sensitive or confidential information relating to the Buyer or its business (**Confidential Information**), the Seller must not, without the Buyer's prior written consent, disclose to any person the Confidential Information, except to those of its employees that are involved in the supply of the Goods or the performance of the Services and need to know the information, and then only on a strictly confidential basis.

(b) The Seller must immediately notify the Buyer if it knows of, or suspects, any unauthorised disclosure of the Confidential Information.

(c) This obligation survives the satisfaction or termination of the Agreement.

23 FORCE MAJEURE

Neither the Seller nor the Buyer shall be liable to the other for default or delay in performing its obligations under this Agreement caused by any occurrence beyond its reasonable control including, without limitation, fire, strike, industrial disturbance, riot, war, act of God, pandemic, epidemic and governmental order or regulation, provided that the party affected by such occurrence gives written notice thereof to the other party within 7 days of the commencement of that occurrence.

24 CORRUPTION, COMPETITION AND TRADE CONTROLS

(a) The Seller must comply and must ensure that its employees, servants, agents, contracts and sub-contractors comply with all applicable laws in carrying out this Agreement including without limitation, Laws in relation to anti-corruption, competition, modern slavery, conflict minerals, trade control and any globally defined HSEC business conduct requirements.

(b) The Seller warrants that it has not engaged, and will not engage, in any anti-competitive behaviour in carrying out this Agreement.

25 AUDIT AND RETENTION OF DOCUMENTS; BOOKS AND RECORDS

(a) During the supply of Goods and performance of Services, and for a period ending two years after invoicing, the Buyer or a third party may from time to time conduct an audit of the Seller to ensure it has complied with its obligations under this Agreement and all applicable Laws.

(b) The Seller must obtain equivalent rights of audit and retention from all its servants, agents and subcontractors.

26 APPLICABLE LAW

The Purchase Order shall be governed by, subject to and construed in accordance with the laws of Western Australia and the parties submit to the jurisdiction of the courts of Western Australia.

27 NO RELATIONSHIP

The Seller is not an employee, agent or representative of the Buyer and has no authority to act on the Buyer's behalf.