

GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale ("Terms") apply to all quotations, offers, sales of goods ("Goods") and the supply of services ("Services") by or on behalf of Flottweg to the Customer. Flottweg may vary these Terms for future orders by notice to the Customer. Any variation does not affect a Contract already formed. No other terms (including those on a Customer purchase order) apply unless agreed in writing by an authorised Flottweg representative.

1. Quotations

1.1 Non-binding. Quotations are invitations to treat only, not offers. No contract arises until Flottweg accepts the Customer's order under clause 2.

1.2 Validity. Quotations lapse after 30 days from issue unless stated otherwise in writing.

1.3 This quotation is non-binding and subject to written order acknowledgement by Flottweg prior to formation of a contract to deliver the quoted Goods.

2. Orders

2.1 Orders must be in writing (including email) to the address specified by Flottweg. A binding contract ("Contract") forms only when Flottweg issues a written order acknowledgement/acceptance.

2.2 Each order must state: (a) date; (b) description and quantity of Goods/Services; (c) requested delivery date(s); (d) site/address and any access constraints; (e) any agreed Incoterms.

2.3 Flottweg may accept or refuse orders in its discretion.

2.4 No cancellation, deferment or change is effective without Flottweg's written consent. The Customer must pay all reasonable losses, costs and expenses (including manufacturing, procurement, storage and administration) arising from cancellation/deferment/changes.

Special-order or customised items are non-cancellable and non-returnable.

3. Delivery, Risk, Storage & Acceptance

3.1 Unless Flottweg agrees otherwise in writing, domestic deliveries are CPT – Customer's site (Incoterms® 2020), not unloaded. Risk of loss/damage passes to the Customer when the Goods are handed to the first carrier. If a different Incoterm is stated in Flottweg's offer or order acknowledgement, that term prevails.

3.2 Delivery/performing dates are estimates only. Flottweg has no liability for delay except as expressly provided in clause 3.3.

3.3 Optional delay LDs (only if expressly agreed). If Flottweg has expressly agreed in writing to liquidated damages for delay, the Customer's sole and exclusive remedy for delay is LDs at 0.5% of the Contract Price per full week of delay, capped at 5% of the Contract Price. LDs are not payable where delay is due to Customer default, Force Majeure (clause 11) or changes requested by Customer.

3.4 Delivery/commencement is conditional upon: (a) Customer's timely provision of information, drawings approvals, permits and site readiness; (b) receipt of any agreed deposits/milestones; (c) any credit approval; (d) compliance with export controls/sanctions.

3.5 If Customer delays or fails to take delivery or allow performance: (a) the schedule is extended reasonably; (b) Flottweg may invoice as if delivery/performance occurred; (c) storage/handling/insurance may be charged at Flottweg's then-applicable rates (minimum 1% of the Contract Price per month) and risk passes on notice of readiness for dispatch; and (d) any additional reasonable costs are payable by the Customer.

3.6 Flottweg may make partial deliveries/performances. Each constitutes a separate delivery and may be invoiced separately.

3.7 The Customer must inspect within 14 days of delivery/performance. Non-conformity claims must be detailed in writing within that period. Absent such notice, the Goods/Services are deemed accepted. Minor defects not affecting use do not entitle rejection.

4. Price & Taxes

4.1 Unless stated otherwise in a Flottweg offer, prices are per Flottweg's price list at order date, CPT (or other agreed Incoterm) and exclusive of GST and other taxes, duties, fees and charges, which the Customer must pay in addition.

4.2 For future-dated deliveries, Flottweg may adjust prices by written notice to reflect material increases in freight, insurance, raw materials or supplier costs, exchange rate movements, or changes in law impacting supply.

4.3 If a supply is subject to GST, the Customer must pay the GST at the same time as the price. Flottweg will issue a compliant tax invoice.

5. Payment

5.1 Unless stated otherwise in Flottweg's offer or invoice, invoices are payable within 14 days of invoice date, in full without set-off or deduction.

5.2 If any amount is unpaid when due: (a) interest accrues daily at 5% per annum above the default interest at the RBA cash rate target from due date until paid; (b) all amounts owed to Flottweg become immediately due; (c) Flottweg may suspend or withhold delivery/performance; and (d) to the maximum extent permitted by law, Flottweg has no liability for any resulting delay or non-performance.

5.3 Flottweg may require reasonable security (e.g., bank guarantee, parent guarantee) as a condition of acceptance, delivery or continued performance.

6. Risk, Title & PPSA Security

6.1 Risk passes per clause 3.1.

6.2 Title passes only when Flottweg has received cleared funds for all amounts owing for the Goods and any related Services. Until then, the Customer must not sell, assign, charge or otherwise deal with the Goods except in the ordinary course of business as a fiduciary bailee.

6.3 The Customer acknowledges these Terms create a security interest (including a PMSI) in the Goods and their proceeds under the Personal Property Securities Act 2009 (Cth) ("PPSA"). The Customer consents to Flottweg registering its security interest on the PPSR and must do all things reasonably required by Flottweg to perfect, maintain and enforce that interest, including not creating other security interests in the Goods. The Customer must not change its name, ACN/ABN or corporate structure without 14 days' prior written notice to Flottweg.

6.4 To the extent permitted by law, the Customer waives its rights to receive notices under PPSA sections 95, 118, 121(4), 123, 125, 126, 128, 129, 130, 132, 135 and 157 and agrees sections 142 and 143 do not apply.

6.5 While title remains with Flottweg, Flottweg (or its agent) may enter premises where the Goods are located to re-take possession without liability for trespass or damage (reasonable care excepted). The Customer irrevocably appoints Flottweg as attorney to do acts necessary to exercise these rights.

6.6 Flottweg reserves all IP and confidentiality in samples, estimates, drawings, software and other materials (including electronic). The Customer must not disclose them to third parties except with Flottweg's written consent.

7. Packaging

7.1 Goods are shipped in packaging adequate for normal transport and corrosion protection. Unless otherwise agreed, packages will be marked in waterproof colours on three sides with the Agreement/Order No., Package No., orientation marks, gross/net weight and recipient's address.

8. Customer Duties and Use

8.1 The Customer must: (a) prepare and maintain a safe, accessible, fit-for-purpose site; (b) provide utilities, lifting, unloading and access as reasonably required; (c) operate, maintain and service the Goods per Flottweg manuals; (d) have installation, commissioning and repairs performed by Flottweg or authorised personnel; (e) not modify or misuse the Goods; (f) use suitable materials and environments; (g) not expose the Goods to inappropriate chemical/electrical influences; (h) while title is retained, insure the Goods for full replacement value noting Flottweg's interest and provide certificates on request.

8.2 The Customer must comply with all applicable laws, export controls and sanctions and must not use the Goods to design, manufacture, handle or sell CBRN weapons or similar weapons of mass destruction or for any unlawful purpose.

9. Warranties

9.1 Flottweg warrants that Goods it manufactures are free from defects in materials and workmanship and that Services are performed with due care and skill. The warranty period is 12 months from commissioning, capped at 18 months from readiness for dispatch.

9.2 At Flottweg's option, it will repair or replace defective parts, or re-perform defective Services, during the warranty period. Replaced parts become Flottweg property. On-site labour/attendance is provided during business hours unless otherwise stated.

9.3 Claims must be made in writing with reasonable particulars (including fault description, operating conditions, serial numbers and photos/logs). If Flottweg reasonably requests, the Customer must return

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parts to Flottweg Australia Pty Ltd, Unit 3/19 Hotham Parade, Artarmon NSW 2064 at Flottweg's cost if the claim is accepted as a valid defect; otherwise return freight is at the Customer's cost.

9.4 The warranty does not cover: (a) consumables and normal wear parts unless expressly stated; (b) defects caused by accident, misuse, improper installation, inadequate maintenance, unauthorised repairs or modifications, use of unsuitable materials, abnormal operating conditions or non-compliance with manuals; (c) defects attributable to Customer specifications or designs; or (d) costs arising from site inaccessibility or the Customer's failure to provide safe access. If a service-hour meter is specified for the product, the Customer must maintain it in working order; failure to do so may affect Flottweg's ability to assess usage and may limit coverage to the extent the failure prevents verification.

9.5 Spare parts warranty. Flottweg warrants new spare parts supplied by it for 12 months from original purchase date against defects in materials and manufacture. Remedies are those in 9.2.

9.6 Nothing in this clause 9 excludes, restricts or modifies any non-excludable rights under the Australian Consumer Law ("ACL"). Where the Customer is a consumer under the ACL and Flottweg provides a warranty against defects, the following mandatory wording applies and is in addition to the contractual warranty above:

- **If the supply is of Goods only:** *Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.*
- **If the supply is of Goods and Services together:** *Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to cancel your service contract with us and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.*

9.7 If Flottweg does not remedy a valid warranty defect within a reasonable time after receiving the information and access it reasonably requires, the Customer may have the defect rectified by a qualified third party after giving 14 days' prior written notice and an opportunity for Flottweg to respond. Flottweg will reimburse the Customer's reasonable, properly-incurred direct costs up to the amount Flottweg would reasonably have incurred to perform the remedy itself.

9.8 Except for the ACL and the express warranties above, and to the maximum extent permitted by law, all other warranties or conditions (statutory or otherwise) are excluded.

10. Liability, Consequential Loss & Indemnities

10.1 If the Customer is a consumer for ACL purposes and the Goods or Services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, Flottweg's liability for failure to comply with a consumer guarantee is limited, at Flottweg's option, to: (a) for Goods—repair or replacement of the Goods or supply of equivalent goods, or payment of the cost of doing so; and (b) for Services—re-supply of the Services or payment of the cost of having the Services supplied again.

10.2 To the maximum extent permitted by law, Flottweg is not liable (in contract, tort including negligence, statute or otherwise) for any indirect, special or consequential loss, loss of profit, revenue, production, use, goodwill or business interruption.

10.3 To the maximum extent permitted by law, Flottweg's aggregate liability to the Customer arising out of or in connection with a Contract (including under indemnities) is capped at 5% of the Contract Price. This cap does not apply to liability that cannot be limited at law (e.g., liability for personal injury or under the ACL where limitation is not permitted).

10.4 The Customer indemnifies Flottweg from third-party claims to the

extent they arise from the Customer's: (a) misuse or unauthorised modification of the Goods; (b) failure to maintain safe site conditions; (c) use of the Goods with non-approved materials; (d) breach of law or these Terms; or (e) Customer-provided designs/specifications.

10.5 Nothing in these Terms gives rise to multiple recoveries. The remedies in clause 9 are the Customer's sole contractual remedies for defects, in addition to any non-excludable rights under the ACL.

11. Force Majeure

11.1 Flottweg is not liable for delay or failure to perform due to events beyond its reasonable control, including acts of God, fires, floods, epidemics, pandemics, war, terrorism, sanctions/embargoes, labour disputes, supplier or transport failures, utilities failure, cyber incidents, or changes in law. Time for performance is extended by the duration and consequences of such event. If a Force Majeure event continues for more than 120 days, either party may terminate the affected Contract upon written notice without liability (except for amounts due for Goods/Services delivered/performed and reasonable demobilisation costs).

12. Intellectual Property & Software

12.1 All IP in the Goods and associated documentation is owned by Flottweg (or its licensors). No IP is assigned.

12.2 Software supplied with Goods is licensed on a non-exclusive, non-transferable basis for use solely with the Goods. The Customer must not copy, reverse-engineer, adapt or sub-license the software except as permitted by law. Third-party or open-source components are subject to their licences.

12.3 The Customer must not remove or alter manufacturer's markings.

12.4 IP infringement. If a third party alleges the unmodified Goods infringe IP rights in Australia and the Customer promptly notifies and permits Flottweg to control the defence, Flottweg may (at its option) procure a licence, modify or replace the Goods to avoid infringement, or accept return of the affected Goods and refund the depreciated value. This clause sets out the Customer's sole remedy for third-party IP infringement.

13. Export Control

13.1 Deliveries of goods and services as well as preparatory actions can be subject to restrictions, in particular in accordance with applicable export control regulations. The customer must promptly provide Flottweg with all information required to verify the final destination and end-use. Flottweg's performance of the contract is subject to no hindrances being posed by applicable national or international provisions of foreign trade or customs law or embargos (or other sanctions). Furthermore, the required inspections to be performed by Flottweg or the processing of permits applied for by the responsible authorities can also cause delays, which suspend agreed periods and delivery times and extend them by the delay period. If permits required for export or import are not granted or if the contract may not be performed at the delivery time (= agreed delivery time including delay caused by required inspection by Flottweg or processing by responsible authorities) due to an applicable provision above, the contract is deemed to be not concluded in relation to the affected part. The customer has no right to claim damages if performance is impossible or delayed due to one of the impediments mentioned above.

13.2 The customer confirms that goods and services obtained from Flottweg are to be used only for civil and non-critical applications. Critical end-uses may include: Use in connection with ABC weapons and projectiles, use in nuclear facilities for civil purposes, military end-uses, use in in Russia in Belarus, in territories occupied by Russia, by companies dominated or controlled by Russian citizens outside Russia, etc. On request, the customer will issue Flottweg with a final destination statement specifying the end-use in good time, but not later than until receipt of purchase order.

13.3 To the extent that the customer intends to forward goods or services received from Flottweg, it must immediately inform Flottweg of the specific undertaking prior to preparing the transaction and wait for Flottweg's consent in writing. If the customer further delivers/transfers goods received from Flottweg (hardware, software, technology) and associated documentation irrespective of the type of provision), the customer is obliged to comply with applicable export provisions. Among other things, the customer undertakes to refrain from any type of transaction involving persons, organisations or institutions recorded in

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an applicable sanction list or governed or controlled - wholly or partially, directly or indirectly - by one or more listed/sanctioned person(s), etc.

13.4 In case of a breach of legal or contractual obligations, Flottweg reserves the right of extraordinary termination of the contract as well as further legal action. In addition to that, the customer undertakes to fully indemnify Flottweg from all third-party claims arising out of a breach caused by the customer and to reimburse Flottweg for all damages and expenses incurred in this context.

13.5 The customer is solely responsible for the handling of the import declaration in his own country unless otherwise agreed. For this purpose, the customer shall request all necessary documents and information from Flottweg and check them for completeness and correctness. In the event of mistakes in the import declaration, the customer shall be liable exclusively. The customer shall indemnify Flottweg against any claims by third parties and shall be solely liable for such claims. Any recourse to Flottweg shall be excluded, even if Flottweg has passed on information, that was inadequate.

14. General

14.1 The parties are independent.

14.2 The Customer must not assign without Flottweg's written consent. Flottweg may assign or novate to its parent/affiliate or a third party on notice.

14.3 These Terms, the order acknowledgement and any Flottweg Technical Description, Commercial Conditions and Offer (as applicable) constitute the entire agreement.

14.4 If any provision is invalid or unenforceable, it is severed to the extent of the invalidity without affecting the remaining provisions.

14.5 Failure to enforce is not a waiver.

14.6 New South Wales law governs. The parties submit to the non-exclusive jurisdiction of the NSW courts.

14.7 In case of inconsistency, the following prevails in this order: (a) any specific written variations agreed by the parties; (b) Flottweg's Technical Description; (c) Prices/Commercial Conditions in the Offer; (d) these Terms.

14.8 Dispute resolution. A party claiming a dispute must give written details. Senior representatives will confer in good faith for 14 days before litigation (urgent injunctive relief excepted).

14.9 A Contract already formed can only be varied by a written document signed by both parties.