



THE DRAKE GROUP OF COMPANIES

PURCHASE ORDER TERMS AND CONDITIONS OF PURCHASE (AUSTRALIA)

THE DRAKE GROUP
ABN 91 009 761 031

PUR-TERM-001.01

Effective Date: 26 July 2026

1. APPLICATION OF THESE TERMS

1.1 These Purchase Order Terms and Conditions ("Terms") apply to every Purchase Order issued by The Drake Group ABN 91 009 761 031 and any related body corporate of The Drake Group placing the Purchase Order ("Buyer") for the supply of Goods and/or Services by the supplier identified in the Purchase Order ("Supplier").

1.2 These Terms form the entire agreement between the Buyer and the Supplier in relation to the relevant Purchase Order unless the parties have entered into a signed written agreement that expressly governs the supply of the Goods or Services.

1.3 Any terms and conditions contained in quotations, invoices, acknowledgements, delivery notes, supplier portals, websites or other documents issued by the Supplier are expressly excluded and have no effect unless specifically agreed in writing by the Buyer.

1.4 No variation to these Terms is binding unless agreed in writing and signed by the Buyer's Group Procurement & Inventory Manager or an authorised delegate.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In these Terms:

ACL means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Business Day means a day other than a Saturday, Sunday or public holiday in the State or Territory in which the Buyer receives the Goods or Services.

Claim includes any action, demand, proceeding, liability, loss, damage, cost, expense, judgement or penalty.





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Confidential Information means all information disclosed by one party to the other that is confidential by nature or designated as confidential.

Goods means goods supplied under a Purchase Order.

GST has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Intellectual Property Rights means all present and future copyrights, patents, trademarks, designs, trade secrets, know-how and similar rights.

Personal Information has the meaning given in the Privacy Act 1988 (Cth).

Purchase Order means any written order issued by the Buyer.

Services means services supplied under a Purchase Order.

Supplier Personnel means the Supplier's employees, officers, agents, contractors and subcontractors.

WHS Laws means all applicable workplace health and safety legislation.

3. PURCHASE ORDERS, ACKNOWLEDGEMENT AND ACCEPTANCE

3.1 The Buyer may issue a Purchase Order to the Supplier at any time.

3.2 The Supplier must acknowledge receipt of each Purchase Order in writing within two Business Days of receipt, including confirmation of price, quantity, delivery date and any known supply constraint.

3.3 A Purchase Order is accepted when the Supplier:

- a) provides written acceptance;
- b) commences performance;
- c) dispatches Goods; or
- d) otherwise acts in accordance with the Purchase Order.

3.4 Upon acceptance, a legally binding contract is formed consisting of:

- a) the Purchase Order;
- b) these Terms; and
- c) any documents expressly incorporated by reference.

3.5 The Supplier must not alter any Purchase Order without the Buyer's prior written approval.





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4. SUPPLY OF GOODS AND SERVICES

4.1 The Supplier shall provide the Goods and Services:

- a) in accordance with the Purchase Order;
- b) with due skill, care and diligence;
- c) in accordance with applicable laws;
- d) in accordance with recognised industry standards; and
- e) in accordance with all reasonable directions issued by the Buyer.

4.2 The Supplier shall ensure that all Goods are fit for purpose and suitable for the purpose made known to the Supplier.

4.3 The Supplier must comply with all applicable Chain of Responsibility obligations and immediately notify the Buyer of any actual or suspected breach, investigation or regulatory action relating to the transport of Goods supplied under a Purchase Order.

5. PRICING

5.1 Prices stated in the Purchase Order are fixed and not subject to increase unless agreed in writing by the Buyer.

5.2 Unless expressly stated otherwise, prices include:

- a) packaging;
- b) freight;
- c) customs duties;
- d) insurance;
- e) handling charges;
- f) taxes and levies other than GST; and
- g) all costs necessary to fulfil the Purchase Order.

5.3 The Buyer is not liable for any charge not expressly specified in the Purchase Order.





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6. INVOICING AND PAYMENT

6.1 The Supplier must submit a valid tax invoice containing:

- a) Purchase Order number;
- b) description of Goods and Services;
- c) quantities supplied;
- d) delivery location;
- e) GST amount; and
- f) any supporting documentation reasonably required by the Buyer.

6.2 Subject to:

- a) receipt of a valid tax invoice;
- b) receipt and acceptance of Goods or Services; and
- c) compliance with these Terms,

the Buyer will pay undisputed amounts within forty-five (45) days from the end of the month in which the valid invoice is received unless otherwise agreed in writing.

6.3 The Buyer may withhold payment of any disputed amount until the dispute is resolved.

6.4 Payment does not constitute acceptance of Goods or Services.

6.5 The Buyer may set-off any amount owed by the Supplier against amounts payable to the Supplier.

7. GST

7.1 Unless otherwise stated, all amounts are exclusive of GST.

7.2 Where a taxable supply is made under these Terms, the Buyer shall pay the applicable GST in addition to the consideration payable.

7.3 A party is not required to pay GST unless it receives a valid tax invoice.





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8. DELIVERY

8.1 The Supplier must deliver Goods:

- a) to the location specified in the Purchase Order;
- b) by the required delivery date; and
- c) in accordance with any applicable Incoterms specified in the Purchase Order.

8.2 Time is of the essence in relation to delivery.

8.3 The Supplier must immediately notify the Buyer of any expected delay.

8.4 The Buyer may reject all or part of a shipment that is delivered:

- a) early;
- b) late;
- c) in excess quantities; or
- d) contrary to the Purchase Order.

9. TITLE AND RISK

9.1 Title to Goods passes to the Buyer upon the earlier of:

- a) payment; or
- b) delivery.

9.2 Risk remains with the Supplier until the Goods have been delivered, inspected and accepted by the Buyer.

9.3 Transfer of title does not constitute acceptance.

10. INSPECTION AND ACCEPTANCE

10.1 The Buyer may inspect Goods and Services at any reasonable time.

10.2 The Buyer may inspect Goods during manufacture, assembly, testing or storage.

10.3 Any inspection does not relieve the Supplier of its obligations.





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10.4 Goods and Services are accepted only when the Buyer confirms acceptance in writing or uses the Goods in normal operations following completion of inspection.

11. REJECTION OF GOODS AND SERVICES

11.1 The Buyer may reject Goods or Services that:

- a) do not comply with specifications;
- b) are defective;
- c) are damaged;
- d) are incomplete;
- e) fail testing requirements; or
- f) breach these Terms.

11.2 The Buyer may require the Supplier, at its cost, to:

- a) repair;
- b) replace;
- c) reperform; or
- d) refund,

the rejected Goods or Services.

11.3 The Supplier shall reimburse all reasonable costs incurred by the Buyer associated with rejection, storage, handling, removal, replacement and administration.

12. WARRANTIES

12.1 The Supplier warrants that all Goods:

- a) are new unless otherwise agreed;
- b) conform to specifications;
- c) are fit for purpose;
- d) are free from defects;
- e) are of merchantable quality;
- f) comply with applicable laws and standards;
- g) are free from liens, charges and encumbrances; and
- h) do not infringe third-party Intellectual Property Rights.

12.2 The Supplier warrants that all Services:





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- a) are performed with due care and skill;
- b) comply with professional standards;
- c) are performed by qualified personnel; and
- d) achieve the outcomes specified in the Purchase Order.

12.3 The warranty period shall be the greater of:

- a) twelve (12) months following acceptance; or
- b) any manufacturer's warranty period.

12.4 Latent Defects

The expiry of any warranty period does not limit the Buyer's rights in respect of latent defects or defects that could not reasonably have been identified through inspection, testing or acceptance of the Goods or Services. Acceptance, use or payment for Goods or Services does not waive the Buyer's rights in relation to such defects.

13. INSTALLATION AND ONSITE SERVICES

Where the Supplier performs work at Buyer's premises, the Supplier shall:

- a) comply with all site rules;
- b) minimise disruption to operations;
- c) provide all necessary labour, equipment and materials;
- d) maintain a safe work environment;
- e) promptly rectify defects; and
- f) follow all lawful directions of the Buyer.

14. WORK HEALTH AND SAFETY

14.1 The Supplier shall comply with all WHS Laws.

14.2 The Supplier shall ensure that Supplier Personnel are competent, trained and properly supervised.

14.3 The Supplier shall immediately report any incident, injury, dangerous occurrence or regulator investigation relating to the Goods or Services.

14.4 The Supplier shall cooperate with any safety audit conducted by the Buyer.

15. COMPLIANCE WITH LAWS





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15.1 The Supplier must comply with all applicable laws and regulations.

15.2 The Supplier must obtain and maintain all licences, permits, approvals and authorisations necessary to provide the Goods and Services.

15.3 The Supplier must comply with all applicable environmental laws.

16. INSURANCE

16.1 The Supplier must maintain:

- a) Public Liability Insurance of at least AUD \$20 million;
- b) Product Liability Insurance of at least AUD \$20 million;
- c) Workers Compensation Insurance as required by law;
- d) Professional Indemnity Insurance of at least AUD \$5 million where Services are provided.

16.2 The Supplier must provide certificates of currency upon request.

16.3 Insurance obligations survive completion of the Purchase Order.

17. CONFIDENTIALITY

17.1 Each party must keep Confidential Information confidential.

17.2 Confidential Information may only be used for purposes directly connected with the Purchase Order.

17.3 Confidential Information may only be disclosed:

- a) with consent;
- b) where required by law; or
- c) to professional advisers subject to confidentiality obligations.

17.4 These obligations survive termination.





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18. PRIVACY

18.1 Where Personal Information is handled, the Supplier must:

- a) comply with the Privacy Act 1988 (Cth);
 - b) protect Personal Information from unauthorised access;
 - c) notify the Buyer of any actual or suspected privacy breach; and
 - d) only use Personal Information as required for performance of the Purchase Order.
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19. INTELLECTUAL PROPERTY

19.1 Ownership of pre-existing Intellectual Property Rights remains with the party that owned it before the Purchase Order.

19.2 All Intellectual Property Rights created specifically for the Buyer in connection with the Goods or Services vest in the Buyer upon creation.

19.3 The Supplier grants the Buyer a perpetual, irrevocable, worldwide, royalty-free licence to use any Supplier Intellectual Property reasonably required for operation, maintenance, repair or enjoyment of the Goods and Services.

20. RECORDS AND AUDIT

20.1 The Supplier must maintain complete records relating to the Purchase Order for seven (7) years.

20.2 The Buyer may inspect and audit such records upon reasonable notice.

20.3 The Supplier must provide all reasonable assistance in connection with an audit.

21. MODERN SLAVERY AND ETHICAL CONDUCT

21.1 The Supplier shall comply with all applicable modern slavery legislation.

21.2 The Supplier shall maintain procedures designed to identify and prevent forced labour, human trafficking and similar practices.

21.3 The Supplier shall immediately notify the Buyer of any actual or suspected breach.





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21.4 The Buyer may request evidence of compliance at any time.

22. ANTI-BRIBERY AND CORRUPTION

22.1 The Supplier shall not engage in bribery, corruption, fraud or unethical conduct.

22.2 The Supplier shall maintain adequate policies and controls to prevent such conduct.

22.3 Any breach of this clause constitutes a material breach.

23. SUBCONTRACTING

23.1 The Supplier shall not subcontract any material obligation without prior written approval.

23.2 The Supplier remains fully responsible for all subcontractors.

24. INDEMNITY

24.1 The Supplier indemnifies the Buyer against all Claims arising from:

- a) breach of these Terms;
- b) negligence or misconduct of the Supplier;
- c) defective Goods or Services;
- d) personal injury, death or property damage caused by the Supplier;
- e) infringement of Intellectual Property Rights; and
- f) breaches of applicable law.

24.2 The indemnity survives termination.

25. LIMITATION OF LIABILITY

25.1 Nothing in these Terms limits liability that cannot lawfully be limited under Australian law.

25.2 To the maximum extent permitted by law, the Buyer's liability for any Claim arising from a Purchase Order shall not exceed the amount paid under that Purchase Order.

25.3 The Buyer shall not be liable for indirect, special or consequential loss including loss of profit, revenue, opportunity or goodwill.





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26. FORCE MAJEURE

26.1 A party affected by a Force Majeure Event must promptly notify the other party.

26.2 The affected party must use reasonable endeavours to reduce the effects of the Force Majeure Event.

26.3 If the Force Majeure Event continues for more than sixty (60) consecutive days, the Buyer may terminate the Purchase Order without liability.

27. TERMINATION

27.1 The Buyer may terminate a Purchase Order for convenience at any time upon written notice.

27.2 Either party may terminate immediately for material breach if the breach is not remedied within fourteen (14) days of notice.

27.3 The Buyer may immediately terminate where the Supplier:

- a) becomes insolvent;
- b) enters administration or liquidation;
- c) suffers a serious WHS breach;
- d) commits fraud, corruption or modern slavery violations.

27.4 Upon termination the Supplier must:

- a) cease work;
 - b) deliver completed work;
 - c) return Buyer property; and
 - d) provide all information reasonably requested by the Buyer.
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28. DISPUTE RESOLUTION

28.1 A party claiming a dispute exists must provide written notice.

28.2 Senior representatives of both parties shall meet within ten (10) Business Days and attempt to resolve the dispute.

28.3 If unresolved within twenty (20) Business Days, the parties agree to participate in mediation before commencing court proceedings, except where urgent interlocutory relief is sought.

29. NOTICES

29.1 Notices must be in writing.

29.2 Notices may be delivered by hand, email or registered post.

29.3 Notices are deemed received:

- a) when delivered by hand;
 - b) when successfully transmitted by email; or
 - c) three Business Days after posting within Australia.
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30. GENERAL

30.1 The Supplier acts as an independent contractor.

30.2 No partnership, agency or employment relationship is created.

30.3 If any provision is invalid, the remaining provisions continue in force.

30.4 Failure to enforce a right does not constitute a waiver.

30.5 These Terms may be executed electronically.

30.6 These Terms bind successors and permitted assigns.





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31. GOVERNING LAW

31.1 These Terms are governed by the laws of the Australian State or Territory in which the Goods or Services are nominated for delivery under the Purchase Order.

31.2 The parties submit to the exclusive jurisdiction of the courts of that State or Territory and any appellate courts.

By accepting, acknowledging, commencing performance under, or supplying Goods or Services pursuant to a Purchase Order, the Supplier acknowledges that it has read, understood and agrees to be bound by these Purchase Order Terms and Conditions of Purchase.

