

STANDARD CONTRACT TERMS & CONDITIONS

1. INTERPRETATION

These Terms and Conditions (Conditions) shall apply to and form part of any contract created for the supply of goods, products and materials (Goods) and the provision of related installation and other services (Services) by Textron Aviation Australia TAA Pty Ltd ABN 57 078 994 564 ("TAA") and its agents, servants and employees, to a purchaser, who shall include the person, persons, company or business entity to whom TAA sells or supplies, or proposes to sell or supply, the said Goods and/or Services (Purchaser).

2. TAA QUOTATION OFFER PERIOD

Unless previously withdrawn, the offer made by TAA to supply Goods and/or Services contained in the TAA Quotation are in effect for a period of sixty (60) calendar days from date of the proposal but expire at the end of any calendar year (subject to being updated with the new year pricing).

3. MAINTENANCE & REPAIR SERVICES

Where Customer instructs TAA to provide "Scheduled" or "Unscheduled" aircraft maintenance or repair, the customer agrees to pay all charges for the provision of any related services to carry out those maintenance as required subject to Clause 7 below.

4. BINDING AGREEMENT

The parties agree that there will be a binding agreement between the parties on these Terms and Conditions if before expiry of any offer to supply Goods and/or Services contained in the TAA Quotation either:

- a) TAA receives the TAA Quotation with the 'Acceptance of Quotation' section duly completed and signed by a duly authorised representative of the Customer; or
- b) TAA receives a purchase order issued by a representative of the Customer in connection with the Goods and/or Services, in which case the Customer will be deemed to have accepted these Terms and Conditions and entered into these Terms and Conditions; or
- c) TAA receives in cleared funds any payment or deposit from the Customer in connection with the Goods and/or Services.

The Customer acknowledges and agrees that these Terms and Conditions are the sole basis of the supply of the Goods and/or Services by TAA to the exclusion of any terms and conditions of purchase or supply appearing on any other document of the Customer and any variation of these Terms and Conditions must be in writing signed by both parties. For the avoidance of doubt, the parties agree and acknowledge that:

- a) any terms and conditions of the Customer do not bind TAA or form part of these Terms and Conditions, irrespective of whether such terms and conditions have been communicated to TAA;
- b) any references in the TAA Quotation or any purchase order issued by the Customer to any terms and conditions of the Customer is not an acceptance of any such terms and conditions by TAA; and

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c) any attachment of the Customer's conditions to any correspondence or purchase order issued by the Customer to TAA will not result in an acceptance of those terms and conditions by TAA.

5. TERM

The term of these Terms and Conditions is as specified in the TAA Quotation.

6. PERFORMANCE

TAA agrees to provide parts, goods, equipment and materials specified in the TAA Quotation ("**Goods**") to the Customer and/or carry out works and services on the Customer's supplied equipment specified in the TAA Quotation ("**Services**") in accordance with these Terms and Conditions.

7. PRICE AND PAYMENT

Subject to clause 8, where the TAA Quotation specifies that the quotation is "Fixed Price", the price payable for Goods and/or Services is that specified in the TAA Quotation. If the TAA Quotation specifies that the quotation is not "fixed price", the terms of clause 8 will apply.

TAA may invoice the Customer for the Goods and/or Services supplied in accordance with these Terms and Conditions in the manner specified in the TAA Quotation or on delivery of the Goods and/or Services, by issuing an invoice to the Customer's representative specified in the TAA Quotation.

Unless otherwise specified in the TAA Quotation, all prices shall be F.O.B. delivery location specified in the TAA Quotation, and all Taxes in respect of Goods and/or Services shall be separately itemised on TAA's invoice. The Customer will make payments for the Goods and/or Services at the price specified in the TAA Quotation as varied in accordance with these Terms and Conditions upon delivery unless TAA has granted credit to the Customer in which case the Customer must make payment in accordance with the Terms and Conditions of Credit.

Except when full payment is required in advance per the terms of the TAA Quotation, a deposit of a minimum of 50% of the Quotation value will be due prior to induction of the Aircraft for service under the TAA Quotation if one or more of these criteria apply:

- a) Customer's open credit account with Textron Aviation is in one or more of the following conditions upon induction of the Aircraft for service:
 - I. Does not have sufficient credit available in the total amount of the quoted value; or
 - II. Is not in good standing and or over credit limit.
- b) The quote is for an avionics installation, engine work scope, or airframe modification(s) as determined by Textron Aviation; or
- c) The quote exceeds AUD 60,000.00.

This required deposit payment is necessary to secure the input of the aircraft, is refundable to the extent of the portion of the work not yet carried out. Additional deposits or progress payments will also be required if and as specified in this Quotation or as required by TAA due to changes in work scope or pricing estimates.

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8. NON-FIXED QUOTATION

Where the TAA Quotation does not specify that the quotation is “Fixed Price”, the prices specified for Goods and/or Services in the TAA Quotation are non-binding estimates.

The prices contained in the TAA Quotation are based on the anticipated scope of the Services at the date of the TAA Quotation. Prices invoiced for Goods supplied may vary between the date of the TAA Quotation and the time the Goods and/or Services are provided to the Customer. The Customer agrees to pay any increase in prices resulting from:

- a) increased procurement costs incurred by TAA (whether resulting from price escalation by its suppliers or exchange rate fluctuations); or
- b) a change in the actual scope of the Services performed by TAA. TAA will use reasonable endeavours to advise the Customer as soon as possible of any variation that may lead to significant increase in prices for Goods.

In the event prices for the Goods and/or Services decreases between the date of the TAA Quotation and supply, TAA will pass on such reductions to the Customer.

If, during the supply of Services, TAA detects defects or repairs required outside of the scope of Services as described in the TAA Quotation, unless otherwise directed not to do so by the Customer, it may additionally rectify such defects or repairs, and the Customer agrees to reimburse TAA its reasonable costs of the additional work (including the costs of alternative or additional Goods).

Where the prices for the Goods and/or Services have been varied by TAA pursuant to the terms of this clause 8, clause 11 or otherwise pursuant to these Terms and Conditions, TAA may adjust the overall price for the Goods and/or Services and the Payment Terms specified in the TAA Quotation and the Customer agrees to such variations.

9. CUSTOMER EQUIPMENT

Any aircraft, part or component thereof furnished by or on behalf of the Customer and upon which or in relation to which Services are or are to be performed by TAA (“**Equipment**”) shall at all times while in transit or in the care, custody or control of TAA be at the risk of the Customer provided that TAA will be liable for any damage to or loss of such Equipment to the extent that such damage or loss has been caused by the negligent act, error or omission of TAA. If the Customer is not the owner of the Equipment, the Customer warrants to TAA that it has the approval and consent of the owner to authorise the performance of the Services and the supply and fitting of the Goods to the Equipment. If the Customer is not the owner of the Equipment, TAA may in its absolute discretion refuse to provide Services and Goods in respect of that Equipment.

10. AIRCRAFT PARTS

All Goods provided by TAA for use on an aircraft shall be accompanied by any appropriate release documentation required by the applicable airworthiness authority. If alternate Goods are supplied to those specified in the TAA Quotation, the documentation provided by TAA shall be endorsed to the effect that such Goods supersede or are completely interchangeable with the Goods ordered.

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11. CORE UNITS

Where any price of the Goods is based upon trade-in of core units, such price is contingent upon core units being in normal run-out condition and acceptable to TAA's supplier. Title to any core units traded-in shall pass to TAA forthwith upon replacement with new or overhauled units. Any parts or components replaced by TAA in the course of performing the Services will be returned to the Customer only if specifically requested by the Customer in writing. In the event that no such request is made, title to any such parts or components shall pass to TAA upon fitting replacement parts or components to the Equipment.

12. NO RE-EXPORT TO RUSSIA OR BELARUS

Customer shall not sell, export, or re-export the purchased goods to Russia or Belarus, or for use in Russia or Belarus. If the Customer sells, transfers, exports, or re-exports the purchased goods to a third-party, the Customer shall with its best efforts, ensure the third-party commits to comply with this restriction. Violations of this condition is a material breach of this agreement and shall permit TAI to seek all available remedies against the Customer, including but not limited to termination of this and all other contracts between the Customer and TAI. The Customer shall inform TAI of any Customer or third-party noncompliance and provide all relevant information to TAI within ten (10) business days of becoming aware of those issues.

13. PACKING

All Goods and/or Services provided or performed under these Terms and Conditions shall be suitably packed and marked to secure the lowest reasonably available transportation costs and in accordance with the requirements of common carriers. The Customer shall pay to TAA any reasonable additional charges and a TAA margin for the packaging, boxing, crating or storage of the Goods and/or Services.

14. PROVISION OF GOODS AND PERFORMANCE OF SERVICES

Where these Terms and Conditions call for Goods to be supplied or Services to be performed by TAA, all work performed and materials used in connection therewith shall be at the risk and expense of the Customer and shall be replaced by TAA only in the event of any damage or destruction thereof prior to delivery to and acceptance by the Customer. If these Terms and Conditions require Services to be performed by TAA on any premises owned or controlled by the Customer (including Commonwealth Government premises), TAA will comply with all health and safety, privacy, security and other applicable requirements at the premises.

15. DELIVERY

Delivery shall mean:

- a) the delivery of possession of the Goods, or completion and delivery of the Services being delivered under these Terms and Conditions to the Customer at the delivery location, and at the time and date for delivery specified by the Customer, as set out in the TAA Quotation, and
- b) other than those goods subject to any separate lease arrangements between TAA and the Customer, the transfer by TAA to the Customer of its right, title and interest in and to the Goods which TAA possesses, free and clear of all liens. If no time and date for delivery is specified in the

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TAA Quotation, TAA shall deliver the Goods or completed Services within a reasonable period of time. Upon delivery of the Goods to the Customer at the delivery location, title to, and risk of accidental loss of or damage to such Goods and exclusive care, custody and control thereof, will pass to the Customer.

16. HANGARAGE OR STORAGE

If the Customer does not collect any of the Equipment and/or Goods within a reasonable time following notification by TAA to the Customer that the Equipment and/or Goods are available for collection, TAA may charge reasonable fees for hangarage or storage of the Equipment and/or Goods from the date of such notification until collection. Such fees shall be immediately payable by the Customer and shall not be subject to any credit terms. TAA reserves the right to terminate any hangarage or storage arrangement on 7 days' notice to the Customer.

17. ACCEPTANCE

The Customer will be deemed to have accepted the Goods and/or Services on the date that is the earlier of:

- a) the date that the Customer provides a written notice to TAA stating that it accepts the Goods and/or Services; or
- b) 14 days after the date that the Goods and/or Services were delivered in full to the Customer.

18. COMPLIANCE WITH LAWS AND REGULATIONS

TAA agrees to comply with all Australian Commonwealth, State and local laws, regulations and orders applicable to the supply of the Goods or performance of the Services.

19. TAXES AND GST

Where a supply made by TAA is subject to GST, the Customer will upon receipt of a valid tax invoice pay, in addition to any other consideration payable to TAA, an amount equal to the GST on that supply. All other Taxes payable in Australia, other than Taxes chargeable on net income derived by TAA, shall be the liability of the Customer. Taxes imposed by or on behalf of any government or country outside Australia are the liability of the Customer unless otherwise provided for in these Terms and Conditions. For the avoidance of doubt, TAA is liable for any Taxes on its net income whether derived from Australia or elsewhere and is responsible for all personal Taxes in relation to its employees.

For the purpose of these Terms and Conditions, 'Taxes' means all present and future taxes including without limitation GST, levies, imposts, duties, excise, charges, fees, deductions, or withholding of any nature imposed, levied, collected, withheld or assessed by any taxing authority.

20. INTELLECTUAL PROPERTY

TAA grants to the Customer a worldwide, perpetual, non-exclusive, transferable licence (with a right to sublicense) to use TAA's background intellectual property and TAA's foreground intellectual property rights that TAA specifically develops in delivering the Goods and/or Services on delivery of the Goods and/or Services to the Customer in accordance with these Terms and Conditions.

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The Customer must not without prior written consent of TAA register or cause a third party to register a “security interest” (as defined in the Personal Property Securities Act 2001 (Cth) over any intellectual property rights in the Goods and/or Services licensed to the customer by TAA under these Terms and Conditions.

21. REPORTING & AUDIT

In respect of the supply of aviation authority approved and certified Goods and/or Services for aircraft use, TAA shall retain all records pertaining to such Goods and/or Services for a period of at least 7 years from the date of shipment. Such records shall be retained in accordance with the requirements of the applicable airworthiness authority.

22. AUSTRALIAN CONSUMER LAW

Under the Australian Consumer Law (ACL), consumers have certain rights which cannot be excluded, including guarantees as to the acceptable quality and fitness for purpose of goods and services.

Nothing under these Terms and Conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the ACT) and which by law cannot be excluded, restricted or modified.

Any express warranty given in these Terms and Conditions is in addition to and does not limit your rights under the ACL.

23. WARRANTIES

No conditions, descriptions, representations, statements or warranties on the part of TAA given or implied or deduced to be given or to be implied from anything said or written in the negotiations between the parties and their representatives, and any and all statutory or other warranties, conditions, descriptions or representations, expressed or implied by law as to the state, quality, condition or fitness of the Goods are hereby expressly excluded, and are not binding on TAA unless set out in these Conditions or unless they cannot by law be excluded from the contract between TAA and the Purchaser in which case they are declared to apply without restriction, limit or modification notwithstanding anything inconsistent with these Conditions.

The only conditions and warranties that are binding on TAA in respect of the state, quality, condition or fitness of the Goods supplied by it to the Purchaser, are those imposed and required to be binding by statute. For the avoidance of any doubt, TAA provides no warranties, and shall not be liable, for the Goods where the Goods incorporate material that has been supplied by the Purchaser. To the extent permitted by statute, TAA’s liability, if any, for breach of a warranty referred to in this clause (whether express or implied by law) shall be limited to and completely discharged by (at the sole discretion of TAA):

- a) the replacement of the Goods or the supply of equivalent Goods (where the Goods supplied are defective); or
- b) the repair of the Goods (where the Goods are defective); or
- c) the payment of the costs of replacing the Goods or of acquiring equivalent Goods (where the Goods are defective); or
- d) the payment of the costs of having the Goods repaired where the Goods are defective.

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The Purchaser acknowledges that it does not rely, and it is unreasonable for the Purchaser to rely, on the skill or judgment of TAA as to whether the Goods supplied are reasonably fit for any purpose for which they are being acquired, and that the sale is not a sale of Goods by description or sample. The Purchaser shall take the Goods at its own risk as to their state, quality, condition or sufficiency and fitness for any purpose. Under no circumstance will TAA's liability exceed the purchase price. To the extent possible, TAA will pass on to the Purchaser any manufacturer's or supplier's warranty in respect of the Goods.

24. EXCLUSION OF DAMAGES AND CONSEQUENTIAL LOSS

TAA shall in no circumstances be liable for or have any liability (including liability in negligence) for any form of damages (including but not limited to incidental, indirect, special, consequential or general damages or loss, or otherwise due to circumstances beyond TAA's reasonable control) in connection with or arising out of, or loss suffered or incurred as a result of or caused by (whether directly or indirectly), the supply, performance or use of any Goods and/or Services supplied or performed (as the case may be) by TAA to or for the Purchaser or any person, or any failure to supply Goods or to perform any Services in excess of the limitation provided in clause 22.

25. FORCE MAJEURE

No party will be liable for any failure or delay in complying with any obligation imposed on such party under these Terms and Conditions if and to the extent that:

- a) the failure or delay arises directly or indirectly from any circumstances or occurrence (including, but not limited to labour disputes, disruption to supply lines, war, riot, civil disorder, terrorism, fire, explosion, flood, earthquake, acts of God, epidemics, accident, or intervention of Government or other authority) or epidemics which is beyond the reasonable control of the party affected and which could not have been reasonably foreseen ("Force Majeure Event");
- b) that party gives the other party prompt written notice as soon as possible, but within 5 days after that party becomes aware of the Force Majeure Event, providing details of the nature, expected duration and effect of the Force Majeure Event and keeps the other party informed of any changes in the nature of the Force Majeure Event and of the cessation of the Force Majeure Event; and
- c) that party uses its reasonable endeavours to mitigate the effects of the Force Majeure Event on that party's obligations under these Terms and Conditions; and perform that party's obligations under these Terms and Conditions, within the time specified by these Terms and Conditions despite the Force Majeure Event, provided that no party will, by virtue of this clause 24, be required against its will to settle any strike, lockout, work stoppage or other labour hindrance.

The date for delivery of the Goods or performance of the Services shall be automatically extended by a period equal to the number of days reasonably necessary to overcome the Force Majeure Event in TAA's reasonable opinion. If the Force Majeure Event continues for more than 90 days, either party may terminate these Terms and Conditions and TAA shall be entitled to full payment for all Goods supplied and Services performed in accordance with these Terms and Conditions up to the date of such termination.

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26. EXCUSEABLE DELAY

TAA is relieved of its obligations under these Terms and Conditions to the extent of any delays caused by the Customer or any delays otherwise beyond the reasonable control of TAA. The time and date for delivery to the Customer of the Goods and/or Services as specified in the TAA Quotation will be extended for the period of the delay.

27. INSURANCE

TAA shall maintain the necessary insurances to allow it to meet its obligations under these Terms and Conditions.

28. LIABILITY

TAA's liability in relation to the performance or otherwise of its obligations under these Terms and Conditions, including without limitation in respect of negligence and other tort, shall not exceed the price for the relevant Goods and/or Services, and TAA shall not be liable to the Customer, for loss of profits, or liability for any consequential or indirect loss of any nature whatsoever, including without limitation liabilities, losses, damage, damages, penalties, fines, taxes, judgments, costs and legal and other expenses including but not limited to loss of use, revenue or any loss of business, loss of production, contract or goodwill.

29. LIEN

Unless TAA has granted credit to the Customer in accordance with clause 29, the Customer must not remove the Equipment from TAA's premises before full payment for the Goods or Services without the prior written consent of TAA. TAA shall have a lien over any property of the Customer (including the Equipment and any Goods) that is in the possession of TAA for all amounts due to TAA for Goods and/or Services provided but not yet paid for under these Terms and Conditions including where credit terms have been provided. For that purpose, TAA shall have the right to sell any such property by public auction or private treaty and out of monies arising from the sale may retain the sum so payable and all charges and expenses relating to the detention and sale. This clause is not intended to limit any rights TAA may have under these Terms and Conditions or the general law.

30. CREDIT ACCOUNT

Unless credit terms are expressly granted by TAA in the Quotation or previously granted, payment shall be made by the Customer cash on delivery of the Goods and/or Services in accordance with clause 7.

If specified in the Quotation, credit will be granted to the Customer, through application, for the first time from the date of invoice and the dollar amount of Goods and/or Services provided to the Customer by TAA (credit limit). Upon reaching the Credit Limit which is specified in the Quotation or previously granted, the amount of credit outstanding shall become immediately payable by the Customer to TAA. Upon reaching the credit limit, TAA may elect not to provide further Goods and/or Services to the Customer until payment of the amount of credit outstanding is made in full or may provide further Goods and/or Services on a cash on delivery basis in accordance with clause 7.

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TAA may, in its sole and unfettered discretion, charge interest to the Customer on all amounts which are thirty (30) days overdue to the Supplier from the date of sale of the goods/service until payment at that rate of 1.5% per month or equal to the prevailing overdraft index rate of Commonwealth Bank of Australia, whichever is higher.

Where payment is not made by the due date, the Customer shall, in addition to any other obligations imposed hereunder, pay to TAA on demand all costs of the Supplier (including but not limited to storage delivery collection obsolescence, debt recovery commission costs and legal costs on a full indemnity basis) incurred by TAA in recovering overdue amounts from the Customer

31. SUSPENSION AND TERMINATION OF CREDIT ACCOUNT

TAA may, in addition to any other remedies available to it, suspend or terminate the provision of any credit given by TAA to the Customer at any time without reason and without notice. TAA may, in its sole discretion, review and alter the amount of credit provided by TAA to the Customer at any time with immediate effect.

Without limiting the generality of the foregoing TAA may suspend or terminate the provision of credit by TAA to the Customer where:

- a) the Customer fails to make payment on time, has provided incorrect or misleading information to TAA or otherwise breaches these Terms and Conditions;
- b) the Customer becomes the subject of bankruptcy proceedings, is placed in receivership or judicial administration, goes into liquidation or becomes subject to a similar legal process, ceases to carry on its business or takes any action for the purposes of preparing for or giving effect to any of the foregoing events;
- c) there is a change in the persons, body corporates and other entities (or any of them) which would (directly or indirectly) ultimately Control (as that term is defined in the Corporations Act 2001 (Cth)) the Customer; or
- d) there is in TAA's sole discretion any change, event, effect, occurrence or state of facts that is, or would reasonably be expected to be, material and adverse to the assets, liabilities, business, operations, financial condition or prospects of the Customer.

32. PERSONAL PROPERTY SECURITIES ACT

The Customer acknowledges that any agreement entered into between TAA and the Customer in connection with Goods supplied (including, without limitation, pursuant to any leasing arrangements) and/or Services rendered in connection with these Terms and Conditions may constitute a security agreement for the purposes of section 20 of the Personal Property Securities Act 2009 (Cth) (PPSA) and that a security interest and/or purchase money security interest may exist in certain Goods (and their proceeds) previously supplied by TAA to the Customer (if any) and in certain future Goods (and their proceeds) supplied by TAA to the Customer.

The Customer must execute documents and do such further acts as may be required by TAA to register any security interest and/or purchase money security interest granted to TAA under these Terms and Conditions under the PPSA. Until ownership of goods passes, the Customer waives its following rights under Chapter 4 of the PPSA to:

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- a) receive notices under sections 95, 118, 120, 121(4), 123, 125, 129, 130, 135(2) AND 157(1);
- b) receive statements of account under sections 132(2) and 132(4);
- c) object to any proposals under section 137(2);
- d) redeem the goods under section 142; or
- e) reinstate the security agreement under section 143.

Unless ownership of the Goods passes, the Customer must not give to TAA a written demand or allow any other person to give TAA a written demand requiring TAA to register a financing change statement under the PPSA or enter into or allow any other person to enter into the register of personal property securities a financing change statement under the PPSA.

Without limiting any other rights of TAA, the Customer irrevocably grants to TAA the right to enter upon the Customer's property or premises, without notice, and without being in any way liable to the Customer or to any third party, if TAA has cause to exercise TAA's rights to repossess Goods (including, without limitation, under sections 123 and/or 128 of the PPSA) and the Customer indemnifies TAA from any claims made by any third party as a result of such exercise.

33. PRIVACY ACT

TAA may collect information about the Customer and (if applicable) its directors to determine from time to time whether or not to offer or continue to offer credit to the Customer. TAA may not be able to open a credit account if all the requested information is not provided. Information collected and held about the Customer and its directors may be used at any time and from time to time for credit assessment and control, debt recovery purposes and generally to do business with the Customer. Information (including, without limitation, default information) may from time to time be disclosed to, and collected from credit reporting agencies, the Customer's bankers, debt collection agencies and other companies in the TAA group of companies (**Group**) for credit assessment and control and debt recovery. Information disclosed to credit reporting agencies (including, without limitation, default information) will be held by each agency on its system, accessed by the customers of the credit reporting database and used to provide its credit reporting services. Under the Privacy Act 1988 (Cth), individuals have rights of access to, and correction of, their personal information.

34. CONFIRMATION AND AUTHORITY

The Customer confirms that:

- a) all information provided to TAA is true and correct;
- b) an authorised representative of the Customer has read and agrees to the privacy clause above and these Terms and Conditions;
- c) it understands that any credit terms are STRICTLY as specified in the Quotation; and
- d) it acknowledges that credit may be withdrawn at any time and from time to time by TAA.

The Customer authorises TAA to:

- a) collect information about the Customer and/or its directors (as applicable) from any person including (without limitation) credit reporting agencies, the Customer's bankers, debt collection agencies and other companies in the Group for any of the purposes set out in the privacy clause above and for such entities to provide TAA with the information it may require;

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- b) disclose information to any person including (without limitation) the credit reporting agencies, the Customer's bankers, debt collection agencies and other companies in the Group for any of the purposes set out in the clause above and for such entities to collect information about the Customer; and
- c) send the Customer commercial electronic messages from TAA and the Group for any of the purposes set out in the privacy clause above.

35. TERMINATION

Either party (the "**Terminating Party**") may terminate these Terms and Conditions in whole or in part by giving written notice to the other party (the "**Defaulting Party**") if the Defaulting Party is in breach of these Terms and Conditions (including but not limited to by reason of failure to make payment of any amount due under these Terms and Conditions on the due date) and the Defaulting Party has failed to remedy the breach (where such breach is capable of remedy) within 5 days of receipt of a notice in writing from the Terminating Party to remedy the breach and indicating that failure to remedy the breach may result in termination of these Terms and Conditions. The termination of these Terms and Conditions in accordance with this clause 34 will not, of itself, relieve any party of its obligation to pay any amount which is properly due and payable under these Terms and Conditions at the date of termination, or affect the existence, exercise or performance by either party of their respective rights, powers and obligations under these Terms and Conditions which have accrued prior to the date of termination.

36. DISPUTE RESOLUTION, JURISDICTION AND GOVERNING LAW

Either party may require any dispute between the parties arising out of or connected to these Terms and Conditions (Dispute), which has not been resolved within 14 days, to be referred in the first instance to the senior management of the respective parties. If within 28 days of such referral, a resolution of the Dispute has not been achieved then either Party may commence legal proceedings in connection with that dispute in any Western Australian court of competent jurisdiction.

The Parties each irrevocably and unconditionally submit to the nonexclusive jurisdiction of the courts of Western Australia and each waives any immunity or any objection it may have to any action in those courts and to a claim that any action has been brought in an inconvenient forum or to those courts not having jurisdiction.

Notwithstanding the existence of a Dispute, or the undertaking of the dispute resolution steps set out in this clause, each party must continue to perform its obligations under these Terms and Conditions.

The provisions of this clause 35 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.

37. GOVERNING LAW

These Terms and Conditions are governed by the law in force in Western Australia. Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Western Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with these Terms and Conditions. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

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38. ENTIRE AGREEMENT

These Terms and Conditions (as may be amended from time to time in writing) constitute the entire agreement between the parties in relation to the Goods and/or Services. These Terms and Conditions supersede all other terms and conditions issued by the Customer and TAA otherwise than in accordance with these Terms and Conditions.

39. RELATIONSHIP

These Terms and Conditions do not create a relationship of principal and agent, joint venture, partnership or fiduciary relationship between TAA and the Customer and the parties agree that the Customer is an independent entity.

40. NO ASSIGNMENT

The Customer must not assign, transfer or novate these Terms and Conditions or any rights or obligations under these Terms and Conditions, without the prior written consent of TAA.

41. SUB-CONTRACTING

The Customer authorises TAA to sub-contract any Services or to sub-contract the testing, taxiing, flying of the Equipment or the transportation or flying of the Equipment to another hangar or facility as TAA may require from time to time.

42. CONFIDENTIALITY

The Customer and its staff must not, without TAA's prior written consent, disclose to any person (other than a person authorised in writing by TAA) any commercially sensitive information whatsoever acquired by the Customer in connection with these Terms and Conditions.

43. WAIVER

Neither party may rely on the words or conduct of the other party as a waiver of any right unless that waiver is in writing and signed by the party granting the waiver.

44. NOTICES

All notices given in connection with these Terms and Conditions shall be given in English and in writing and may be given by personal delivery, certified mail, e-mail, facsimile or any other customary means of communication to the party's address specified in the TAA Quotation. Notices given pursuant to these Terms and Conditions shall be effective

- a) (in the case of delivery by hand) on delivery;
- b) (in the case of prepaid post) on the second business day after the date of posting;
- c) (in the case of e-mail) when the e-mail and any attachment comes to the attention of the addressee; and
- d) (in the case of facsimile) on receipt of a transmission report confirming successful transmission.

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45. SEVERABILITY

To the extent that any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. In the event this is not possible, the clause (or where possible, the offending part) is to be severed from these Terms and Conditions without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses as the case may be) which will continue in full force and effect.

46. INTERPRETATION

The parties agree that

- a) **'Terms and Conditions'** means the TAA Quotation and this document, as varied by the parties in writing from time to time;
- b) **'Agreement'** means the agreement between the parties set out in the TAA Quotation and these Terms and Conditions;
- c) in the event of any inconsistency between the TAA Quotation and this document, the TAA Quotation prevails to the extent of any inconsistency;
- d) **'Goods'** has the meaning given in clause 6; and
- e) **'Services'** has the meaning given in clause 6;
- f) **'Equipment'** has the meaning given in clause 9.

Nothing in these Terms and Conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Competition and Consumer Act 2010 (Cth) and which by law cannot be excluded, restricted or modified.