



**16 Right of Access / Audits**

Ferra's representative, its customers & Regulatory authorities shall have the right of access to inspect and evaluate seller's facilities systems, data, equipment, personnel and all completed articles manufactured to fulfil a Ferra purchase order. At all reasonable times for any purpose in connection with the performance by the Supplier of the order and to establish whether the Supplier is capable of meeting and or maintaining specified requirements. The Supplier shall secure the same rights of access to the premises of its subcontractors and flow down these requirements to all sub tier suppliers.

**17 Drawings, Tools and Equipment**

All tools, gauges, jigs, dies and other equipment, drawings, blueprints, specifications, programs, samples and other data ("Materials") provided to the Supplier by Ferra, and any materials which have been or are to be purchased or manufactured by the Supplier for the purpose of manufacturing the goods specified in an order, or for which Ferra has paid or will pay in full or in part, shall be and remain the property of Ferra and shall be deemed to be confidential to Ferra and shall not be disclosed or used by the Supplier or its agents or sub-contractors, except as required by Ferra's order. Upon completion, cancellation or other termination of work under the order, the Supplier shall return all materials together with all copies thereof, and shall thereafter not disclose or make any further use either directly or indirectly of any information derived therefrom without Ferra's prior written consent. Designs of tools, equipment dies etc. shall be subject to approval by Ferra prior to commencement of manufacture thereof.

2. Where any work associated with the carrying out of an order is to be undertaken by any agent or subcontractor of the Supplier, Ferra shall have the right to approve or disapprove any such agent or subcontractor, and the Supplier shall undertake to ensure that any such agent or sub-contractor shall be contractually bound for Ferra's benefit to observe the terms of sub-clause (1) of this clause.
3. All materials held at the Supplier's premises or at the premises of any agent or sub-contractor of the Supplier shall be at the
4. Supplier's risk and shall be insured by the Supplier at the Supplier's expense for current replacement value in respect or loss or damage for any reason whatsoever.

**18 Payment**

Payment Terms are Strictly 30 days EFT from the end of the month in which the goods and or services are received. A Ferra vendor application form is to be completed and provided to Ferra with the relevant EFT details. Basic conditions for timely payment is that the invoice is correctly addressed, quotes Ferra's Purchase Order number and includes all other information that is necessary to Ferra. Ferra may withhold payment for any goods or services until Ferra receives evidence, in such form and detail as Ferra requires, of the absence of any liens, encumbrances and claims on such goods or services.

**19 Indemnity**

The Supplier agrees that it will defend, indemnify and hold harmless Ferra, its officers, employees, and agents (those indemnified) from and against any liability, claims, demands, damages, costs or expenses (including, without limitation, reasonable attorney and other professional fees and disbursements) arising from or in connection with any third party claims or demands to recover for personal injury or death or damage to or loss of property or in respect of defects in the Supplies, all to the extent caused by the negligence or wilful misconduct of the Supplier. The Supplier will, however, not be responsible for consequential or indirect losses suffered by Ferra.

**20 Insurance**

The supplier is required, at its cost, to effect and maintain throughout the term and any additional period the company deems necessary, each of the following insurances (where required by applicable law or as reasonably requested by Ferra), General and Product Liability Insurance, Workers Compensation and Employees Liability Insurance, Supplier's Plant and Equipment, Goods in Transit, Motor Vehicle/Automobile Third Party Liability Insurance, Professional Indemnity Insurance, Marine Insurance and Aviation Insurance, in relation to risks or occurrences arising, or which may arise, out of the performance of the Contract.

**21 Confidentiality**

The Supplier shall:

- Not use technical and/or proprietary information and the features on tools, gauges, jigs, dies and other equipment, drawings, blueprints, specifications, programs, samples and other data ("Materials") provided to the Supplier except for the purpose of supplying to Ferra.
- Not grant third parties access to Purchase Order information without prior written consent of Ferra.
- Return a signed copy of the Non-Disclosure Agreement to Ferra within 48 hours of receiving the document

**22 Force Majeure**

A party will not be liable for any delay or failure to perform any of its obligations under the Contract (other than an obligation to pay money) if as soon as possible after the beginning of the Force Majeure affecting the ability of the Party to perform any of its obligations under the Contract, it gives notice to the other party that complies with the following. A notice given must:

Specify the obligations the party cannot perform;

- Fully describe the Force Majeure
- Estimate the time during which the Force Majeure will continue; and
- Specify the measures proposed to be adopted to remedy or abate Force Majeure

**23 Intellectual Property**

Where Ferra furnishes the design of the supplies any copyright or design rights shall belong to Ferra.

**24 Applicable Law and Jurisdiction**

The laws of the Commonwealth of Australia and the State of Queensland shall govern these Conditions. The parties hereto submit to the jurisdiction of the Queensland Courts

**25 Documentation Storage & Retention**

Seller shall maintain and have available on a timely basis, quality records traceable to the conformance of product/ part numbers delivered to Ferra. Seller shall make such records available to regulatory authorities and Ferra's authorised representatives. Seller shall retain such records for calendar year + 10 years from date of shipment for all product/part numbers under each applicable order unless otherwise stated on the order.

**26 Acceptance Inspection**

Unless otherwise stated on the PO or referenced documents, all product manufactured or processed to customer supplied drawings shall be subject to 100% acceptance inspection. Any sampling inspection plans shall be subject to written approval by the customer prior to shipping.

Use of statistical techniques for acceptance shall be based on a scientific approach and be compliant with a relevant industry standard.

**27 Counterfeit Parts**

It is a condition of supply to the purchasing organization that the supplier plan implement and control processes, appropriate to the supplier's organization and the product, for the prevention of counterfeit or suspect counterfeit part/s inclusion in delivered products.

Controls against the delivery of counterfeit parts shall be in compliance with a recognised industry standard for counterfeit parts.

The above conditions are applicable to all delivered items including electronic parts, mechanical parts and raw materials.

If suspect/counterfeit materiel is furnished under this purchase agreement, such items shall be impounded. The seller/supplier shall promptly replace such items with items acceptable to Ferra and the seller/supplier may be liable for all costs relating to impoundment, removal, and replacement. Ferra may turn such items over to Authority Having Jurisdiction for investigation and reserves the right to withhold payment for the suspect items pending results of the investigation.

**28 Product Safety**

The seller shall ensure that