

STANDARD TERMS AND CONDITIONS OF PURCHASE

1. Formation of Contract

These Standard Terms and Conditions apply to any Agreement entered into by R.F. Technologies Aust Pty (RF Tech) issuing a Purchase Order to the Supplier. The Supplier will be deemed to have accepted these terms and conditions and entered into an Agreement by the Supplier commencing work, providing the Goods or otherwise by the Supplier's words or conduct indicating acceptance.

2. Definitions

Acceptance means the Goods are found to comply in all respects with this Agreement and all goods, services, materials, documents and other information required under this Agreement have been supplied to RF Tech.

Agreement means the Purchase Order, these Purchase Order Terms and Conditions, and where applicable the Special Terms and Conditions and any document expressly incorporated as part of this Agreement.

Background IP means Intellectual Property, other than Third Party IP, that is in existence at the date of the Purchase Order or is subsequently brought into existence other than as a result of the performance of this Agreement and is embodied in, or attaches to, the Goods.

Confidential Information means any and all technical and non-technical information provided by either party to the other, and may include, but is not limited to technical information, marketing and business plans, databases, specifications, formulations, tooling, prototypes, sketches, models, drawings, specifications, procurement requirements, engineering information, samples, computer software (source and object codes), forecasts, identity of or details about actual or potential customers or projects, techniques, inventions, discoveries, know-how and trade secrets.

Counterfeit Goods means goods that: (a) are an unauthorised copy or substitute of an original equipment or component manufacturer (OEM); (b) are not traceable to an OEM sufficient to ensure authenticity; (c) do not contain proper external or internal materials or components required by the OEM or are not constructed in accordance with OEM design; (d) have been re-worked, re-marked, repaired, refurbished, or otherwise modified from OEM design but are represented as OEM authentic or as new; or (e) have not passed all OEM testing, verification screening, and quality processes.

Goods means all goods, supplies or services to be provided under this Agreement.

Delivery Date means the date specified on the Purchase Order.

Eligible Data Breach means any unauthorised access to, unauthorised disclosure of, or loss of, Personal Information or Sensitive Information held by the Supplier, where such access, disclosure or loss is likely to result in serious harm to any of the individuals to whom the information relates.

Foreground IP means all Intellectual Property that is created under or otherwise in connection with the Agreement, other than Third Party IP.

Hazardous Substance is a substance that meets any of the classification criteria specified in the [Approved Criteria for Classifying Hazardous Substances \[NOHSC:1008\(2004\)\]](#).

Intellectual Property means all present and future copyright, all rights in relation to inventions (including patent rights), registered and unregistered trademarks, registered and unregistered designs, Confidential Information, circuit layouts and any other rights resulting from intellectual activity.

Purchase Order means a written order, placed with the Supplier by RF Tech for the provision of the Goods in accordance with this Agreement.

Purchase Order Terms and Conditions means these purchase order terms and conditions.

Quality System means a quality system that meets the requirements of AS/NZS ISO 9001:2016 (Quality Management Systems), AS9100/AS9110/AS9120 or such other similar quality control system acceptable to RF Tech.

RF Tech means R.F. Technologies Aust Pty Ltd ABN 19 010 016 140.

Standard Terms and Conditions means the terms and conditions contained within this document.

Special Terms and Conditions means any terms and conditions duly authorised by RF Tech in addition to the Standard Terms and Conditions.

Supplier means the entity specified on the Purchase Order.

Third Party IP means Intellectual Property that is owned by a party other than RF Tech or the Supplier and which is embodied in or attaches to or is otherwise necessarily related to the functioning or operation of the Goods.

Warranty Period means a period of 12 months from Acceptance, unless specified otherwise in any Special Terms and Conditions or Purchase Order.

3. Delivery

The Supplier will deliver the Goods no later than the Delivery Date. In the event of any anticipated or actual delay, the Supplier will immediately notify RF Tech in writing of the reasons for the delay, the impact on materials and actions to minimise the delay, within two (2) working days.

4. Price, Payment & Taxes

Prices payable for the Goods are fixed and include all taxes, costs and expenses relating to packaging, marking, handling, freight, insurance, and delivery and any other applicable costs and expenses; and are inclusive of any applicable taxes (excluding GST), charges, duties, levies.

5. Compliance to Quality Standards

5.1 The Supplier must:

- a) provide the Goods in accordance with a Quality System;
- b) notify RF Tech as soon as practicable if there is any change to the quality certification status of the Supplier;
- c) promptly notify RF Tech of any deviation from the Supplier's approved inspection/ quality control system and advise RF Tech of the quantity and identity of any Goods delivered to RF Tech during the period of any such deviation;
- d) grant access to the Supplier's premises, records and other documents to assess the Supplier's compliance with a Quality System;

STANDARD TERMS AND CONDITIONS OF PURCHASE

- e) retain records confirming the Goods' compliance with a Quality System for a period of the service life of the Goods plus seven (7) years. Records shall include, but not be limited to:
 - i. A Certificate of Conformance shall accompany each shipment which includes a statement that Goods meet all Purchase Order requirements. This shall contain supplier name, authorising signature with title, date, Purchase Order number, part number, quantity and supplier lot number.
 - ii. inspection and test records;
 - iii. drawings, designs, specifications, and;
 - iv. manufacturing and process control records;subject to these records being relevant to the Goods supplied under this Agreement;
 - f) notify RF Tech as soon as practicable if there is any non-conformance of the Goods;
 - g) notify RF Tech of any process, material or tooling change that may impact RF Tech's use of the Goods and provide evidence to RF Tech of a first article inspection that assesses the impact of that change;
 - h) ensure that its subcontractors comply with the Supplier's obligations in this section 5.
- 5.2 The requirements of 5.1.e) may be alternatively satisfied at the sole discretion of RF Tech by the Supplier furnishing all necessary documents to RF Tech at the completion of a Purchase Order. The Supplier's obligation will be satisfied upon written confirmation from RF Tech.

6. Inspection and Acceptance

- 6.1 First Article Inspection - The Seller shall furnish a documented first article produced on production equipment and using processes that will be used on production components. First article shall be identified as such. First article reports are required under the following conditions:
- a) when making a process change, supplier change, or sub-tier supplier change;
 - b) following refurbishment or rearrangement of existing tooling or equipment;
 - c) when changes are made to existing products that affect fit, form, or function;
 - d) when requested.
- 6.2 Test Report – Each shipment must be accompanied by one (1) copy of actual test results identifiable with test parameter and product submitted.
- 6.3 Solderability – Parts and materials supplied on this purchase order shall comply with the requirements specified in J-STD-001 current revision.
- 6.4 SDS – The supplier shall submit a Safety Data Sheet with each shipment on this purchase order, if applicable.
- 6.5 Coloring of product must remain consistent from lot to lot.
- 6.6 Time (and temperature) sensitive material – Supplier shall submit a Certificate of Conformance or label the containers with the manufacturer's name, type of material, date of manufacture, and shelf life. All materials received shall have a minimum of 80% of original shelf life remaining.
- 6.7 RF Tech may inspect and test the Goods prior to Acceptance. If, in the reasonable opinion of RF Tech, the Goods do not comply with the requirements of this Agreement, RF Tech may reject and return the Goods at the Supplier's expense.

7. Counterfeit Goods

- 7.1 The Supplier must implement an appropriate strategy to ensure that the Goods are not Counterfeit Goods. The strategy must include, but is not limited to, procurement of items from OEMs or authorised suppliers, conducting approved testing or inspection to ensure the authenticity of items, and, when items are to be procured from non-authorised suppliers, obtaining from such non-authorised suppliers, appropriate certificates of conformance that provide one or more of the following (i) the OEMs original certificate of conformance for the item; (ii) sufficient records providing unbroken supply chain traceability to the OEM; or (iii) test and inspection records demonstrating the items authenticity.
- 7.2 Counterfeit Goods delivered under this Agreement are deemed non-conforming Goods. The Supplier must be liable for all costs related to the replacement of counterfeit Goods and any testing or validation necessitated by the installation of authentic Goods after Counterfeit Goods have been replaced. These remedies are in addition to any remedies RF Tech may have at law or under other provisions of this Agreement.

8. Special Conditions and Variations

Special Terms and Conditions may vary these terms and conditions but only when approved in writing by RF Tech.

9. Risk and Title

Risk in the Goods passes from the Supplier to RF Tech on the completion of both delivery and Acceptance. Ownership of, and unencumbered title to the Goods or any part of the Goods passes to RF Tech upon payment.

10. Intellectual Property

The Supplier must:

- a) assign to RF Tech immediately upon its creation, the rights in and ownership of all Foreground IP;
- b) grant to RF Tech a fully paid up, perpetual, royalty free, irrevocable, world-wide, non-exclusive licence in respect of all Background IP, including the right to sub-licence, use, maintain, modify, develop, support, adapt and dispose of the Goods for RF Tech's purposes;
- c) use its best endeavours to ensure RF Tech is granted a licence to exercise all Third-Party IP on best available commercial terms; and
- d) undertake to RF Tech that it has sufficient right, title and interest in all Foreground IP and Background IP for RF Tech to obtain and exercise all of the right, title and interest given to RF Tech under this clause.

Nothing in this clause affects the ownership of Background IP or Third-Party IP.

STANDARD TERMS AND CONDITIONS OF PURCHASE

11. Confidentiality

Each party must keep confidential all Confidential Information which comes to its knowledge either directly or indirectly and must not disclose any Confidential Information to any person except for the purposes of this Agreement and on a need to know basis. Nothing in this Agreement requires the parties to maintain the confidentiality of any Confidential Information where:

- a) at the time the Confidential Information was first disclosed, the receiving party was in lawful possession of the Confidential Information;
- b) Confidential Information is or becomes public knowledge other than from the negligence of a party or a breach of this Agreement; or
- c) disclosure of the Confidential Information is required by legislation or court order.

Upon receipt of written notice from RF Tech, or in any event of the termination or completion of this Agreement, the Supplier must immediately return to RF Tech or (to the extent RF Tech consents) destroy, delete or erase all copies of RF Tech Confidential Information in its possession and control.

12. Warranty

12.1 The Seller warrants that the Goods will be:

- a) supplied in full compliance with this Agreement;
- b) conform to drawings, materials, descriptions, and specifications designated by RF Tech;
- c) free from defects in materials and workmanship, be fit for purpose and of merchantable quality;
- d) packaged with the minimum of packaging material so as to ensure their safe transport, handling and delivery;
- e) free of any infringement of any patents, copyrights, or other proprietary rights;
- f) free from all liens and encumbrances.

12.2 The Seller commits that upon any breach of above warranty, the Seller will be liable for up to and including the costs of repair, modification, cover or replacement of these Goods.

13. Assignment and Subcontracting

13.1 The Supplier must not, without consent in writing of RF Tech assign the Supplier's rights under the Agreement or subcontract the whole or any part of the work of manufacture or provision of the Goods.

14. Restriction of Hazardous Substances (RoHS)

Goods shall be compliant with European Union RoHS EU2011/65/EU Directive on RoHS banned substances and all subsequent revisions and amendments unless otherwise agreed in writing. Supplier shall identify the status of RoHS compliance for Goods delivered upon request by RF Tech.

15. Electrostatic Discharge (ESD)

Supplier shall maintain appropriate processes consistent with ANSI ESD S20.20 for all Goods susceptible to damage from electrostatic discharge (ESD). All ESD sensitive products shall be manufactured and packaged in ESD protective containers or bags, marked with an ESD warning label.

16. Termination for Default

If the Supplier:

- a) becomes bankrupt or insolvent, or being a company, goes into liquidation or has a receiver or manager appointed on behalf; or
- b) is subject to a petition presented or proceedings taken or instituted in any court for the compulsory winding up of the Supplier; or
- c) breaches this Agreement and fails to remedy such default within seven days of delivery of a notice from RF Tech requiring remedy,

RF Tech may immediately terminate this Agreement by serving written notice on the Supplier (without prejudice to any other rights which RF Tech may be entitled to, whether under this Agreement, at law in equity or otherwise).

17. Privacy and Cyber Security Breach Notification

The Supplier shall immediately notify RF Tech:

- a) in writing of an Eligible Data Breach as defined in this Agreement and the Privacy Act 1988 (Cth); and
- b) by telephone (between appropriate representatives of the Supplier and RF Tech) or in writing, if the security of the Supplier's information systems is breached or compromised in any way by unauthorised users, viruses, or malicious computer programs.

18. Force Majeure

Neither party shall be liable for failure to perform or delay in performance if such failure or delay is due to fire, storm, flood, war, embargo, or any act of God, or other cause beyond such party's reasonable control; provided that those acts or events prevent performance of this Agreement. RF Tech shall have the right, without obligation or liability to Seller, to purchase material from another supplier until Seller is able to resume its obligations.

19. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations and agreements, whether oral or in writing, between the parties. No amendment or modification of this Agreement binds either party unless written and signed by both parties.

20. Governing Law

This Agreement shall be construed in accordance with and be governed by the laws enforced in the State of Queensland.