

1. Application

- 1.1 These General Terms and Conditions of Purchase ("TCP") shall apply to the purchase of goods ("Goods") and/or work performed and/or services ("Services") by Draeger Australia Pty Ltd ("Draeger") from a supplier ("Supplier") and shall form an integral component of any enquiries, offers, orders, contracts and agreements relating to such purchase.
- 1.2 Any deviating terms and conditions of the Supplier shall not apply unless expressly agreed to such terms in writing and the same has been signed by Draeger.
- 1.3 In addition to clause 6.1, these TCP
 - (a) to the extent of any inconsistency, ambiguity or conflict, shall prevail; and
 - (b) shall exclusively apply provided that Draeger and the Supplier have not entered into an alternative written agreement signed by both parties.
- 1.4 In the event of any inconsistencies between the terms of an alternative written agreement signed by Draeger and the Supplier, then the interpretation in that alternative written agreement as sign shall prevail.
- 1.5 There shall be no variation/modifications to the TCP unless expressly agreed to in writing and signed by Draeger.

2. Offers

- 2.1 The Supplier shall be bound by its offer for a period of six months from receipt of the offer by Draeger.
- 2.2 Any offer by the Supplier must be accepted by Draeger in writing either in the format of a Draeger purchase order or in any other written format acceptable to Draeger ("Purchase Orders").
- 2.3 All Purchase Orders issued by Draeger shall be subject to these TCP. The acceptance by the Supplier of any Purchase Order whether in writing or by the supply of any Goods or performance of any Services shall be deemed to be acceptance of these TCP.

3. Goods and Services specification

- 3.1 The basis for the Purchase Ordering of Goods and/or Services shall be the item numbers, revision indices and/or material specifications of Draeger, which the Supplier shall use in all delivery papers and correspondence.
- 3.2 The Supplier shall request Draeger without undue delay for clarification in the event of uncertainty including any specifications or instructions.
- 3.3 It shall at all times remain the responsibility of the Supplier to ensure and clarify any Goods or Services specification provided by Draeger.
- 3.4 The Supplier must comply with all laws, permits, licenses and other government requirements affecting the Goods and/or Services under TCP.

4. Modifications/Variations

- 4.1 Draeger may from time to time and without notice vary specifications (e.g. drawings, packaging), or modify dates and delivery destinations ("Site(s)"). The Supplier shall implement such modifications/variations without delay.
- 4.2 Draeger may delay, defer or suspend its Purchase Order for Goods and Services at anytime without cause and/or liability/penalty.
- 4.3 Modifications/variations to the Supplier's Goods or Services by the Supplier that may affect the form, fitness for purpose, function, or certification must be notified to Draeger no less than four months prior to the desired commencement date of the modification/variation. Modifications/variations shall not be implemented without Draeger's prior written consent.
- 4.4 If any Draeger required modification or variation causes an increase or decrease in Prices shown on the Purchase Order, the Supplier must notify Draeger in writing within 5 business days of receipt of the variation/modification.

5. Prices & Payment

- 5.1 Prices shown in the Purchase Order shall prevail according to the last quoted price provided by the Supplier, and represents the full compensation payable by Draeger for the Goods/Services and cannot be escalated unless otherwise agreed in writing and signed by Draeger.
- 5.2 The Supplier hereby agrees to afford to Draeger any reduction or discount in prices given to the Supplier's other customers and Supplier shall be required to provide proof thereof to Draeger upon demand.
- 5.3 Unless this Agreement provides otherwise, any consideration that may be provided for under the Purchase Order is inclusive of GST (the goods and services tax imposed by the A New Tax System (Goods and Services Tax) Act 1999 (Cth)).
- 5.4 Invoices, quoting Draeger Purchase Order number and the Supplier's delivery note number, shall be sent as soon as practicable after the dispatch of Goods or completion of Services.
- 5.5 Payments shall be due and payable pursuant to formal acceptance of the Goods and/or Services by Draeger. Payment will not be made earlier than the end of calendar month following the month during which the Goods and/or Services are delivered and invoiced, unless prior written agreement by Draeger for payment on delivery or on any advance payment terms.
- 5.6 Payment by Draeger does not constitute a confirmation or acceptance that the Goods and/or Services conform to the specifications or are free of defects. Draeger shall be entitled to reject Goods and/or Services after delivery and payment thereof at anytime.
- 5.7 Goods shall be delivered DDP (and in accordance with the latest version of the ICC Incoterms 2010) with Draeger's registered office being the delivery destination/Site, unless Draeger specified different delivery terms or a different delivery destination/Site. Agreed prices shall be fixed prices and shall cover all costs to be borne by the Supplier according to DDP or agreed delivery terms.
- 5.8 The compensation for Goods/Services shall cover any and all costs arising in conjunction with the relevant Goods/Service including any insurance, fees, charges, duty, taxes, levies, freight, imposts, packaging and packing costs and any other costs and expenses associated with manufacturing, delivering and/or supplying the Goods and the cost of the Service and any items used/supplied in conjunction with the Services.
- 5.9 If Draeger disputes an invoice, Draeger will pay the undisputed part of the relevant invoice (if any) and dispute the balance until a resolution is reached.
- 5.10 The Supplier must provide all relevant records to enable Draeger to calculate and/or verify the amount of the invoice.
- 5.11 Draeger may reduce any payment due to the Supplier under the Agreement by any amount for which the Supplier is liable to Draeger under this Agreement, including costs, charges, damages and expenses, and will notify the Supplier in writing of any amounts deducted and the basis for the deduction. This clause does not limit Draeger's right to recover those amounts in other ways.
- 5.12 Neither payment of moneys nor an acceptance of those moneys will be evidence that the work or Goods and/or Services described in the invoice

type	status	rev. ind.	effective date	number	organization	page/of
Policy	Effective	03	12/04/2023	DAS CS13	Draeger Australia Pty Ltd	1/7

have been performed or delivered satisfactorily. Payment will be payment on account only.

6. Delivery & Late Delivery Charge

- 6.1 The Supplier shall acknowledge the Purchase Orders issued by Draeger, such as issuing an official order confirmation or returning a copy of the Purchase Order with acknowledgement stamp and signature with a date. No amendments or other terms and conditions of sale of the Supplier will be accepted by Draeger other than the TCP, no acceptance by Draeger of a Supplier order confirmation or other document shall be effective to alter these TCP.
- 6.2 The Supplier shall provide a copy of delivery note upon delivery and Goods should be appropriately marked to ensure ease of identified along with all relevant documentation and information as reasonably required for the installation, commissioning, operation, use and maintenance of the Goods..
- 6.3 As time is of the essence, if delivery is not made on the date or within the period specified in the Purchase Order, Draeger reserves the right to with seven (7) days written notice to:
 - a) terminate the whole or any part of the Purchase Order without compensation, but such termination shall be without prejudice to the rights of Draeger hereunder; and/or
 - b) apply late delivery charge of 0.5% of the Purchase Order value per day (up to maximum 10% of the Purchase Order value).
- 6.4 The Supplier must use its best endeavours to avoid and mitigate the effects of any delay in the supply of the Goods and/or Services. The Supplier must immediately notify Draeger in writing of any delay (or potential delay) after becoming aware of such delay (or potential delay) and provide details of the anticipated length of the delay.
- 6.5 Any Goods delivered before the time specified for delivery may be accepted (with or without conditions) or rejected at the sole discretion of Draeger.
- 6.6 Should Draeger's business be stopped, interrupted or restricted by riot, lock-out, strike, fire, explosion, act of God, or any other cause beyond Draeger's reasonable control, Draeger shall be entitled to defer the date or dates of delivery and/or payment until the stoppage, interruption or restriction has ceased. The Supplier shall hold the Goods in safe custody at Supplier's risk and cost and ensure that they are in good condition until the actual delivery.
- 6.7 The cost of carriage and packaging and of all packages or other containers is at the expense of the Supplier unless otherwise specified in the Purchase Order.

7. Inspection and Rejection

- 7.1 All Goods will be checked and inspected by Draeger and only the quantity and quality officially confirmed as satisfactory by Draeger will be accepted.
- 7.2 Draeger reserves the right to request either or in combination replacement for rejected Goods or repeat of Services or to claim deduction/credit for same, all at Draeger's discretion.
- 7.3 Goods rejected by Draeger and returned/stored (at Supplier's cost) will be credited to Draeger by the Supplier upon rejection.
- 7.4 Draeger's duly authorized representatives shall have access at all reasonable times to the Supplier's facilities and shall be allowed to inspect and examine the Goods to be supplied during manufacture. Where possible, prior notice will be given of Draeger's intention to send a representative.
- 7.5 Where Services constitute the whole or part of the Purchase Order such Services will be subject to inspection by Draeger. No payment will become due until Draeger has inspected the Services and confirmed that the Services have been satisfactorily performed.

8. Warranty

- 8.1 Notwithstanding any inspection or acceptance, the Supplier warrants that all Goods and/or Services furnished under the Purchase Order are free from any encumbrances, free from any defects in design, materials and workmanship and that the Goods and/or Services fully comply with any supplied or referenced specifications and drawings. Draeger relies on this warranty clause by the Supplier in purchasing the Goods and/or Services covered by the Purchase Order.
- 8.2 Notwithstanding any inspection or acceptance, the Supplier warrants:
 - a) that Goods delivered under this Agreement will be of merchantable quality and fit for their intended purpose, comply with all regulatory requirements and be free from all defects in design, performance, workmanship and makeup;
 - b) the Services will be performed in accordance with best practice standards of diligence, skill, care and efficiency expected of a competent contractor performing services of a similar nature to the Services and comply with all regulatory requirements;
 - c) it will, and will ensure that its employees, agents, contractors and sub-contractors will, at all times be suitably qualified and experienced and entitled to supply the Goods or perform the Services; and
 - d) Draeger's use of the Goods or Services will not infringe any intellectual property rights,
 - e) that any claim made against Draeger by any of the Supplier's employees, agents, contractors and/or sub-contractors in respect of any relevant legislation concerning income tax, workers compensation, annual leave, long service leave, superannuation or any applicable award, determination or agreement of a competent industrial tribunal is the Supplier's sole responsibility;
- 8.3 The Warranty Period shall commence on the date of receipt and acceptance of the Goods by Draeger or performance and acceptance of the Services by Draeger. The length of the warranty period shall be twelve (12) months or such period as agreed in writing with Draeger.
- 8.4 At anytime during the Warranty Period, any Goods or Services found to be:
 - a) Defective in design, materials or workmanship; or
 - b) Not in accordance with Purchase Order or any specifications incorporated therein by reference or otherwise; or
 - c) Having been installed, operated, stored and maintained in accordance with the written instructions of the Supplier, fails to function properly or fails to meet any performance guarantees set forth in the Purchase Order or specifications published by the Supplier, then unless it is shown that the foregoing is caused solely by improper use or mishandling by Draeger, the Supplier shall, at its own expense (including transportation costs), immediately replace, rectify or completely repair the damaged or defective Goods or Services at no cost or inconvenience to Draeger.
- 8.5 Draeger can at its option during the Warranty Period make good any defects in the Goods or Service and require the Purchaser to re-imburse Draeger for any expenses it incurs, including cost of repair and any associated costs.

type	status	rev. ind.	effective date	number	organization	page/of
Policy	Effective	03	12/04/2023	DAS CS13	Draeger Australia Pty Ltd	2/7

Printed copies are uncontrolled and for reference purposes only.

- 8.6 The Supplier must, to the maximum extent possible obtain for the benefit of Draeger provide and honour any manufacturer’s warranties applicable to the Goods and Services.
- 8.7 The provisions relating to any warranty for Goods and/or Services specified under this Agreement shall be in addition to and shall not limit any conditions or warranties expressed or implied by statute or common law. The Supplier’s liability under this Agreement shall be in addition to any condition or warranty in Draeger’s favour implied by statute or common law as to the quality or the fitness for any particular purpose of the Goods and/or Services and each part thereof
- 8.8 All warranties referred to above are in addition to any express warranty provided by the Supplier or the manufacturer, including any warranty against defects.

9. Title & Risk

- 9.1 All Goods shall remain at the Supplier's risk until delivery and Draeger issues formal written acceptance (i.e. acknowledgement of delivery or in the case where installation and commissioning is required, then upon final written acceptance by Draeger of installation and commission).
- 9.2 Title passes to Draeger on the earlier of payment or the performance or delivery in accordance with the Purchase Order (as the case requires).
- 9.3 If Draeger pays any amount for the Goods prior to delivery or make part payment for the Goods:
 - a) Title to the Goods or if the Goods are incomplete, title in the partly completed Goods and any material and parts to be used in their manufacture or assembly and then on hand) passes to Draeger; and
 - b) Clauses 9.5(c) to (h) inclusive apply.
- 9.4 If Draeger considers that the Supplier has failed, or if the Supplier has indicated that it may be unable to fulfil any obligation under this Agreement, Draeger or its agent may at any time enter the Supplier’s premises and remove the Goods and any materials or parts to which Draeger has title.
- 9.5 Where:
 - a) Draeger has provided the Supplier with any item of its property that relates to the Goods and/or performance of the Services and that property of Draeger is in the Supplier’s possession in order to undertake the work under the Purchaser Order; or
 - b) Draeger has made part payment to the Supplier for the Goods and/or the performance of the Services, then the Supplier:
 - c) acknowledges that it holds the relevant Goods (or raw materials or part or component of the Goods) as bailee for Draeger;
 - d) must provide to Draeger details of any applicable serial number (or identification numbers or marks) that relate to the relevant Goods (or raw materials or part or component of the Goods);
 - e) at all times prior to delivery and acceptance of such Goods (or raw materials or part or component of the Goods):
 - (i) must ensure that the relevant Goods (or raw materials or part or component of the Goods) remain clearly identifiable as property of Draeger, are stored in a designated area that is separate from all other goods, and are kept in a good and merchantable condition;
 - (ii) must not part with possession of the relevant Goods (or raw materials or part or component of the Goods) otherwise than in accordance with this Agreement (or as otherwise agreed by Draeger in writing);
 - (iii) must comply with all requirements of Draeger in relation to the storage, maintenance and preservation of the relevant Goods (or raw materials or part or component of the Goods); and
 - (iv) must not grant, create, give or allow to come into existence any encumbrances over the relevant Goods (or raw materials or part or component of the Goods) other than an encumbrance in favour of Draeger;
 - f) grants a Security Interest (as defined under the Personal Property Securities Act 2009 (Cth) (PPSA) over the relevant Goods (or raw materials or part or component of the Goods) in favour of Draeger to secure the performance by the Supplier of its obligations in connection with this Agreement (whether past, present or future);
 - g) acknowledges that Draeger may register a financing statement in relation to Draeger’s Security Interest; and
 - h) must do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which Draeger requests for the purposes of:
 - (i) ensuring that Draeger’s Security Interest is enforceable, perfected and otherwise effective;
 - (ii) enabling Draeger to apply for any registration, or give any notification, in connection with Draeger’s Security Interest so that the Security Interest has the priority required by Draeger; or
 - (iii) enabling Draeger to exercise any rights in connection with Draeger’s Security Interest.

10. Tools

- 10.1 Jigs, tools or patterns made specially for the execution of the Purchase Order or supplied by Draeger to the Supplier for the purpose of the Purchase Order must not be used for any other purpose or by any person other than the Supplier without Draeger's prior written consent. All such jigs, tools and patterns shall be kept in workmanlike condition by the Supplier (fair wear and tear excepted) and shall be delivered to Draeger, carriage paid upon reasonable notice being given. Any Purchase Order including full and part cost tooling will be subjected to Draeger's specific terms and conditions relating thereto.
- 10.2 Should Draeger pay the Supplier for tools which the Supplier uses for providing the Goods and Services, the Supplier shall transfer ownership of such tools to Draeger, including any accessories, plans, documentation and entitlements.
- 10.3 The Supplier shall permanently mark any tools owned by Draeger with "Draeger" and Draeger’s inventory and material number. The tools shall be stored appropriately, protected against any type of damage and maintained in a functional condition. The Supplier shall maintain the tools at its own cost.
- 10.4 Tools owned by Draeger shall be used only to manufacture Goods for Draeger. The Supplier shall return the tools to Draeger upon request .

type	status	rev. ind.	effective date	number	organization	page/of
Policy	Effective	03	12/04/2023	DAS CS13	Draeger Australia Pty Ltd	3/7

Printed copies are uncontrolled and for reference purposes only.

11. Intellectual Property Rights

- 11.1 Any drawings and samples provided by Draeger in connection with the Purchase Order must be returned when called for in good condition, carriage or postage paid by the Supplier to Draeger. All Draeger pre-existing intellectual property including drawings and data supplied or used by the Supplier are confidential and must be kept by the Supplier and used only for the purpose of the Purchase Order, and must not be copied or communicated to any other party without Draeger's express sanction in writing.
- 11.2 Insofar as any work to be performed by the Supplier under the Purchase Order may involve contract created intellectual property right (such as creation of documents, drawings, designs, models, inventions, technical data, equipment, information, other data and patentable material), all rights in any such item are owned by Draeger upon creation and the same shall not be used except for the purpose of the Purchase Order nor copied or communicated to any other person without Draeger's prior written consent.
All drawings and other documents delineating or recording such items shall likewise be Draeger's property and shall be handed over to Draeger immediately upon completion of the Purchase Order unless Draeger expressly authorizes the Supplier in writing to the contrary.
- 11.3 All intellectual property rights in clause 11.1 and 11.2 that are owned by Draeger and/or provided to the Supplier by Draeger in connection with this Agreement, to the extent reasonably required to enable the Supplier to fully complete this Agreement, is under a non-exclusively licensed to the Supplier solely for this purpose of completion of the Agreement and shall not be used for any other purpose.
- 11.4 The Supplier grants Draeger free of charge an unlimited, perpetual, irrevocable, transferable license in any and all intellectual property rights required for Draeger to use, modify, reproduce, maintain, repair and/or obtain the full unrestricted benefit of the Goods and/or Services.
- 11.5 The Supplier warrants that the Goods and/or Services shall not infringe any third party intellectual property rights. Should third party intellectual property rights be infringed, the Supplier shall remedy the infringement of intellectual property rights by modifying the Goods or Services, acquiring relevant licenses or in any other manner requested by Draeger. Failing which, Draeger may rescind the Purchase Order. All other rights accrued on the part of Draeger shall remain unaffected.
- 11.6 The Supplier indemnifies and keeps harmless Draeger against all any loss, damage, liability, costs or expenses which Draeger may suffer or incur by reason of any intellectual property breach/infringement and/or any claim, action or damage arising therefrom.
- 11.7 The Supplier may not use trademarks and company designations/logos of Draeger without prior written consent.

12. Indemnity

- 12.1 The Supplier is solely responsible for and indemnifies and holds harmless Draeger, its officers, employees and contractors against all suits, proceedings or demands, damages, actions, losses, costs or expenses of any kind that Draeger its officers, employees and contractors may suffer, sustain or incur arising, without limitation, from any one or more of the following:
 - a) personal injury or death of any persons;
 - b) loss or damage to real or personal property;
 - c) any damage to the Site, Goods or any property whether located on the Site or otherwise;
 - d) a breach by the Supplier of any laws in operation in the Territory;
 - e) a breach by the Supplier of any of the Supplier's obligations (including any warranty) under this Purchase Order; or
 - f) any negligent act or omission or wilful misconduct by the Supplier arising out of the performance of the Purchase Order.
if the loss or damage arises in connection with, caused or contributed by any act, error or omission of the Supplier or its employees, agents, contractors and sub-contractors or any breach of the Agreement or
 - g) any claim made against Draeger by any of the Supplier's employees, agents, contractors and/or sub-contractors in respect of any relevant legislation concerning income tax, workers compensation, annual leave, long service leave, superannuation or any applicable award, determination or agreement of a competent industrial tribunal; or
 - h) any claim that the Goods, the Services or the results of the Services, or Draeger's (or any person claiming through Draeger) use of the Goods or the results of the Services infringes or allegedly infringes the intellectual property of any person.
- 12.2 Each indemnity in this Agreement is a continuing obligation separate and independent from any other obligations and survives termination of this Agreement

13. Packaging

- 13.1 The Goods shall be packaged in a manner which is suitable for long distance transportation and protected against dampness, moisture, shock, rust and rough handling. The Seller shall be liable for any damage to the Goods on account of improper packaging and for any rust or other damage attributable to inadequate or improper protective measures taken by the Supplier.

14. Shipping Mark

- 14.1 On the surface of each package, the following shipping marks shall be stencilled legibly in fadeless paint in English:

a) Draeger;	c: Part Number;	e: Measurement;	g : Net Weight;
b) Order Number;	d: Package Number;	f: Gross Weight;	h: Caution Marks (if needed).

15. Confidentiality

- 15.1 The Supplier may not disclose to any third parties, the contractual relationship with Draeger or any details relating to this Purchase Order, unless it is obliged to do so by public authorities or operation of law.
- 15.2 Supplier undertakes to use Confidential Information only for the purpose of fulfilling its contractual obligations to Draeger, and to treat such as strictly confidential and not to pass on such to any third party without the prior written approval of Draeger.
- 15.3 For the purposes of the TCP, "Confidential Information" shall mean any and all information and data of a confidential nature belonging to, or possessed by, Draeger or its Associated Entity (as defined in the Corporations Act 2001 (Cth)), including, but not limited to, any information relating to section 275(1) of PPSA, proprietary, technical, research, development, inventions, manufacture, purchasing, engineering, marketing, sales, operating,

type	status	rev. ind.	effective date	number	organization	page/of
Policy	Effective	03	12/04/2023	DAS CS13	Draeger Australia Pty Ltd	4/7

performance, cost and know-how, whether or not patentable, business and process information, computer programming techniques, and all record-bearing media containing or disclosing such information and techniques, patents, trademarks, trade secrets and copyrightable materials, which is disclosed in connection with any purpose and which is identified as confidential. Confidential Information shall include any proprietary or confidential information disclosed to the Supplier by or on behalf of Draeger, either directly or indirectly, in writing, orally or by drawings or inspection of documents or other tangible property, and shall expressly include any samples, models or prototypes, or parts thereof.

15.4 If Confidential Information received by the Supplier contains any Personal Information (as defined under the Privacy Act 2008 (Cth)), the Supplier must, with respect to that Personal Information:

- a) comply with the Privacy Legislation (including Privacy Act 2008 (Cth) and other local applicable legislation);
- b) comply with Draeger's policies with respect to handling any Personal Information (or the Supplier's own procedures, provided these are consistent with Draeger's policies); and
- c) establish effective measures (and as may be directed by Draeger) to:
 - (i) safeguard Personal Information from unauthorised access, modification, use, loss or disclosure;
 - (ii) ensure that any Personal Information will be held, used and disclosed in a manner consistent with the Privacy Legislation; and
 - (iii) ensure accurate and complete records are kept of the Supplier's handling of Personal Information.

15.5 Immediately when this Agreement ends or at any time upon demand by Draeger, the Supplier will at Draeger's direction either return to Draeger or destroy any and all Confidential Information, materials and property (including intellectual property) of Draeger provided or generated as a result of the Agreement that may be in the possession or control of the Supplier.

15.6 The Supplier shall indemnify Draeger and keep Draeger indemnified from and against all liabilities, losses, damages, actions, suits, proceedings, claims, costs (including legal costs) and expenses arising from any breach of this clause 15 by the Supplier whatsoever.

16. Breach and Termination

16.1 In the event of the Supplier's failure to comply with the terms of the Purchase Order, Draeger reserves the right to terminate the Purchase Order at any time by giving notice to the Supplier in writing. In the event of a satisfactory part completion of the Purchase Order by the Supplier, a fair and reasonable price shall be paid for all work in progress or Goods/Services supplied at the time of termination. Under no circumstances (to the full extent of the law) will Draeger be liable for any indirect or consequential loss to the Supplier.

16.2 Draeger may at any time terminate any Goods or Services covered by a Purchase Order which are yet to be delivered or provided. Upon receipt of a termination notice, the Supplier must cease to manufacture the Goods or provide the Services and mitigate its costs..

16.3 Either party may immediately terminate the Purchase Order by notice in writing to the other party if the other party:

- (a) does not carry out its obligations under the Purchase Order, and such breach is not remedied within 14 days of notice being given to the party to remedy the breach; or being the Supplier,
- (b) breaches any law relating to the supply of the Goods or performance of the Services;
- (c) commits any act of misconduct or willful neglect in discharge of its obligations under the Agreement;
- (d) becomes Insolvent or unable to pay its debts as and when due; or
- (e) has a receiver or receiver and manager appointed to any of its assets; or
- (f) dies or becomes incompetent, incapable or otherwise prevented from discharging any obligation hereunder.

16.4 Draeger may immediately terminate the Purchase Order for its convenience by notice in writing to the Supplier. Draeger must pay the Supplier, as the Supplier's sole remedy in relation to the termination;

- (a) all amounts due and payable to the Supplier for Goods supplied and Services performed at the date of termination; and
- (b) the cost of Goods properly ordered for which the Supplier has paid, or is legally bound to pay, provided that the Supplier cannot otherwise recover the cost of the Goods and title to those Goods vest in Draeger upon payment.

16.5 Termination will not affect any other rights or obligations that may have accrued prior to termination;

17. Work on Site

17.1 The Supplier acknowledges that Draeger is committed to eliminating work related injuries and occupational illnesses with a view to achieving the vision of Zero Harm.

17.2 The Supplier must, in performing the Services or undertaking anything related to the Goods on Site:

- (a) use its best efforts not to interfere with any of Draeger's activities, or the activities of any other person, on the Site;
- (b) take all necessary action to ensure the health and safety of its employees, agents, contractors and sub-contractors and others at the Site, including that those persons are not exposed to an unacceptable level of risk;
- (c) comply with, and ensure that its employees, agents, contractors and sub-contractors comply with:
 - (i) Draeger's policies and Site procedures relating to workplace health and safety and the environment;
 - (ii) all applicable laws, government requirements and industrial awards and agreements; and
 - (iii) all directions and orders given by Draeger's representatives and any other person with a concurrent safety duty, in relation to health and safety;
- (d) report any incident relating to workplace health and safety or the environment to Draeger as soon as reasonably possible;
- (e) ensure that the premises are left secure, clean, orderly and fit for immediate use; and
- (f) so far as is reasonably practicable, comply with any Draeger direction including consult co-operate and co-ordinate activities with Draeger, any suppliers or contractors or other persons engaged in or associated with the Services to
 - (i) achieve effective co-ordination of activities to ensure optimal health and safety risk management; and
 - (ii) enable Draeger and the Supplier and other relevant parties to comply with their respective obligations under all relevant safety legislation.

type	status	rev. ind.	effective date	number	organization	page/of
Policy	Effective	03	12/04/2023	DAS CS13	Draeger Australia Pty Ltd	5/7

(g) provide information/records and complete induction and/or ongoing training requirements on any system as reasonably directed by Draeger at the Supplier's own expense.

17.3 Draeger may, at any time in its absolute discretion, direct the Supplier to withdraw any of its employees, agents and sub-contractors from providing any part of the Goods and/or Services and the Supplier must promptly arrange for the person to cease being involved in any way in the provision of the Goods and/or Services notwithstanding any provision in any other contract. If so directed by Draeger, the Supplier must replace the person with a person of suitable ability, experience and qualifications within a time period specified by Draeger at no cost to Draeger.

18. Anti-Corruption Code

- 18.1 The Supplier shall not, directly or indirectly, make any payment or gift or favour or advantage or promise of offering to any officer, manager or employee of a governmental or non-governmental organization or institution or of a company for purposes of influencing any act or decision by such officer, manager or employee in order to generate or secure an improper advantage in relation to the business with Draeger.
- 18.2 The Supplier shall comply with all anti-slavery, anti-corruption, anti-bribery and anti-money laundering laws and Draeger policies applicable and will also comply with global anti-corruption and anti-slavery legislation to the extent that it relates to the Goods and Services being provided by the Supplier.
- 18.3 The Supplier agrees to indemnify and hold harmless Draeger, its employees, customers, assigns, and others as to any claim asserted against Draeger or its employees, customers, assigns or others alleging any liability arising out of any breach by Supplier or any of the representations, obligations and warranties set forth in these TCP, or any negligent or intentional wrongful acts of the Supplier that occur during the term of these TCP. Such liability shall include, but is not limited to, damages (including punitive damages where applicable), costs, fees, and expenses.
- 18.4 The Supplier must immediately inform Draeger in writing of any breach or suspicion of breach of this clause.
- 18.5 The Supplier understands and accepts that Draeger will take appropriate measures against any suppliers not complying with the obligations hereunder. Draeger is entitled to terminate all existing agreements with Supplier with immediate effect if the Supplier breaches this clause.

19. Code of Conduct

- 19.1 The Supplier acknowledges that conducting business in accordance with the highest ethical standards is fundamental to Draeger. As a condition of Draeger purchasing the Goods and Services from the Supplier, the Supplier agrees to adhere to the standards set forth in Draeger's Business Partner Code of Conduct, available at https://www.draeger.com/en_aunz/Terms-Conditions/Business-Code-of-Conduct which is hereby incorporated into this TCP by reference (and may be amended (acting reasonably) by Draeger from time to time by notice to the Supplier).
- 19.2 The Supplier must (at its cost):
 - a) ensure that the Supplier and its employees, agents, contractors and sub-contractors do not engage in any conduct or omission which would amount to a breach of the Business Partner Code of Conduct;
 - b) comply with and ensure its employees, agents, contractors and sub-contractors comply with any Draeger policy relating to Business Partner Code of Conduct;
 - c) maintain appropriate records relating to the performance of the activities required by the Purchase Order;
 - d) promptly notify Draeger if it discovers or suspects any event or circumstance within its supply chain or involving the Supplier, its employees, agents, contractors and sub-contractors or a Related Body Corporate (as defined in the Corporations Act 2001 (Cth)) that could give rise to an audit or investigation relating to any Business Partner Code of Conduct. The Supplier must provide Draeger with an update on the event or circumstance or the results of any audit or investigation by the Supplier if requested by Draeger;
 - e) establish and maintain policies and procedures to act against any breach of the Business Partner Code of Conduct; and
 - f) provide all reasonable assistance to Draeger, including access to inspect the Supplier's premises, the provision of information and access to interview the Supplier's employees, agents, contractors and sub-contractors about their labour conditions.
- 19.3 The Supplier warrants that it has not been convicted of any offence, or been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence, of or in connection with any requirements of the Business Partner Code of Conduct, including Modern Slavery Act 2018 (Cth).
- 19.4 The Supplier must immediately inform Draeger in writing of any breach or suspicion of breach of this clause.

20. Governing Law

20.1 The laws of the state or territory in which Draeger issues this TCP (the Territory) shall apply to this TCP. The Courts and Courts of Appeal of that Territory shall have non-exclusive jurisdiction to decide any matter arising out of this TCP.

21. Insurance

21.1 The Supplier must obtain and maintain any insurance that a reasonable and prudent supplier of Goods and/or Services would obtain in like circumstances to the supply under these TCP. Without limiting the condition in the previous sentence, the Supplier must obtain and maintain all statutorily required workers' compensation insurance, public liability insurance and professional indemnity/product liability insurance applicable to the performance of the Goods and/or Services. Upon Draeger's request, the Supplier must provide evidence of, or certificates of currency with respect to, the insurance policies held by the Supplier that are relevant to the supply of the Goods and/or the Services the subject of the Purchase Order.

22. Assignment, Subcontracting and Proportionate Liability

22.1 The Supplier shall not without the prior written consent of Draeger assign, transfer or sub-contract the manufacture of the Goods or provision of the Services without the express written consent of Draeger, which consent may be withheld at Draeger's discretion. Unless otherwise agreed in writing, the Supplier remains entirely responsible for the performance of all the obligations under this TCP despite any subcontracting of them allowed by Draeger. Part 1F of the Civil Liability Act 2002 (WA) has no operation if the jurisdiction is in Western Australia and, to the extent permitted by law, the

type	status	rev. ind.	effective date	number	organization	page/of
Policy	Effective	03	12/04/2023	DAS CS13	Draeger Australia Pty Ltd	6/7

Printed copies are uncontrolled and for reference purposes only.

equivalent provision of any legislation for proportionate liability in each other state and territory have no operation.

23. Limitation of Liability

23.1 Nothing contained herein shall deem to be construed as a limitation of Suppliers liability.

24. Right to Audit Supplier

24.1 Draeger shall upon reasonable notice to the Supplier be entitled to audit all books and records relating to the supply of Goods and Services by the Supplier and the Supplier must assist in any such endeavour.

25. Notices

25.1 Service of any notice or other communication under these TCP must be in writing and sent to the address set out on the Purchase Order.

26. Severability, entirety and relationship

- 26.1 A provision or part of a clause of this TCP that is illegal or unenforceable may be severed from this TCP and the remaining provisions or parts of the provisions of this TCP continue in force to the extent and in a manner that best gives effect to the remaining provisions.
- 26.2 The relationship between the parties is that of principal and independent contractor. This Agreement and the relationship between the parties does not constitute a contract of employment between Draeger and the Supplier (nor any employee or agent of the Supplier) in the provision and performance of the Goods and/or Services. The Supplier has no authority to and will not bind Draeger to any agreement or otherwise hold itself out or deal as an agent of Draeger.
- 26.3 If the Supplier executes this Agreement as trustee of a trust (Trust), whether or not the fact of the Trust is disclosed to Draeger and whether or not the Supplier is expressed in this Agreement to be a trustee, the Supplier acknowledges that this Agreement is binding on the Supplier in its own capacity and as trustee of the Trust and that Draeger has recourse to both the assets of the Supplier and the assets of the Trust if the Supplier breaches this Agreement. The Supplier warrants that it is fully authorised to enter into this Agreement, is acting within its powers under the Trust deed and can be indemnified from the assets of the Trust.
- 26.4 This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter. It replaces all previous agreements between or undertakings by either of the parties with respect to its subject matter

27. Waiver

- 27.1 No waiver of any right under this TCP will be binding on a party unless in writing and signed by the party giving that waiver.
- 27.2 Failure of Draeger to insist upon strict performance of any of the terms of this Agreement shall not be deemed a waiver of any subsequent default of them.
- 27.3 If Draeger does not exercise a right, remedy or power at any time, this does not mean that it cannot exercise it later.
- 27.4 The shipping or receiving of any Good and/or Service under the Purchase Order shall not be deemed a waiver of any rights for any prior failure by the Supplier to comply with any of provision of this Agreement.
- 27.5 Draeger's rights, powers and remedies provided in this Agreement are in addition to any rights, powers and remedies provided by law.
- 27.6 Draeger may exercise a right, remedy or power in any way it considers appropriate.
- 27.7 In the interpretation of the Agreement, no rule of construction applies to the disadvantage of the party preparing the document on the basis that it prepared the documents forming part of the Agreement or any part of it.

type	status	rev. ind.	effective date	number	organization	page/of
Policy	Effective	03	12/04/2023	DAS CS13	Draeger Australia Pty Ltd	7/7

Printed copies are uncontrolled and for reference purposes only.