

Oppenheimer Pty Ltd – Terms and Conditions of Purchase

1. Definitions

"Buyer": Oppenheimer Pty Ltd (ABN 84 000 016 277) and its subsidiaries.

"Seller": The entity supplying goods or services to the Buyer.

"Goods" or "Suppliers": All products, materials, and services supplied by the Seller to the Buyer.

"Agreement": Any contract between the Buyer and the Seller for the supply of Goods, incorporating these Terms and Conditions.

2. Basis of Purchase

No responsibility will be accepted by Oppenheimer for Supplies unless supplied pursuant to a Purchase Order by Oppenheimer, which constitutes an offer to buy the Supplies subject to these Terms. Acknowledging the acceptance of the Purchase Order to Oppenheimer and/or supplying the Supplies constitutes Seller's acceptance of that offer. No change in quantity, description, Specification, Price, delivery terms or any of these Terms will bind Oppenheimer unless Oppenheimer confirms it in writing.

These Terms override any other terms from either party, unless explicitly agreed otherwise in writing.

Variations to these Terms are valid only if agreed upon in writing by both parties.

Oppenheimer is not obligated to purchase any minimum quantity of Supplies and may source from other suppliers.

3. Specifications

Any Specifications provided by Oppenheimer, including related Intellectual Property, remain Oppenheimer's exclusive property.

Specifications developed by the Seller for Oppenheimer become Oppenheimer's property upon creation.

The Seller assigns all rights to such Intellectual Property to Oppenheimer and will execute necessary documents to effect this assignment.

The Seller must not disclose Oppenheimer's Specifications without written consent.

The Seller must not supply Goods using Oppenheimer's Specifications to third parties.

4. Price and GST

The Price is as stated in the Accepted Order, on a Free Into Store basis, inclusive of all taxes unless otherwise specified or agreed in writing.

Unless stated otherwise, the Price includes GST. The Seller must provide a tax invoice for payment. Adjustments in GST will be handled as per applicable laws.

Reimbursements must account for any input tax credits available to the reimbursed party and be adjusted for GST accordingly.

Rebates or discounts are calculated on the GST-inclusive Price.

Price variations require written agreement between both parties.

The Seller must allow Oppenheimer or its representatives to audit relevant records related to the Supplies.

5. Insurance

The Seller must maintain adequate insurance during the Contract, including workers' compensation, property damage, and product and public liability insurance of at least \$20,000,000 per occurrence, unless otherwise agreed in writing.

6. Payment Terms

The Seller must invoice Oppenheimer, detailing the Price and quantity of Supplies. Oppenheimer will pay correct invoices per the agreed payment terms, unless otherwise specified. Disputed invoices may be withheld until resolved.

Oppenheimer may offset any sums owed to it by the Seller against the Price, provided these are not in dispute.

7. Supply, Delivery, Risk, and Title

The Seller must deliver Supplies by the specified date, to the Site, with proof of delivery, bearing all associated costs. Failure to comply is a material breach.

Risk in the Goods passes to Oppenheimer upon delivery. Title passes upon payment or when Oppenheimer uses or resells the Goods in its ordinary course of business, whichever is earlier.

The Seller must not claim any security interests in the Supplies.

The Seller agrees not to perfect any security interest in the Goods without Oppenheimer's prior written consent.

The Seller must not disclose any information related to security interests without Oppenheimer's consent.

Terms defined in the Personal Property Securities Act 2009 (Cth) have the same meaning here.

8. Inspection

Oppenheimer may, upon reasonable notice, inspect the Services, Goods before dispatch, the Seller's premises, and review related processes. Such inspections do not absolve the Seller of obligations under these Terms or law.

9. When Oppenheimer May Reject Supplies

Oppenheimer may reject Supplies not delivered on time or that breach any warranty, provided Oppenheimer did not cause the delay or breach.

Upon rejection, risk in the Goods reverts to the Seller, who must cover costs of storage, handling, and return.

Delayed rejection by Oppenheimer does not waive its rights.

If Supplies are rejected, the Seller must promptly, at Oppenheimer's discretion:

- Replace or re-supply the rejected Supplies;
- Address any shortages; or
- Refund or credit Oppenheimer if payment has been made.

10. Seller's Warranties

The Seller warrants that:

- The Goods are of merchantable quality, fit for purpose, and comply with all relevant Australian laws and standards.
- The Goods and Services conform to the Specifications and any other requirements stated in the Purchase Order.
- The Goods are free from defects in materials and workmanship.
- The Goods do not infringe upon any third-party intellectual property rights.
- The Seller holds clear title to the Goods and that they are supplied free of any security interests, liens, or encumbrances.
- The Seller has obtained all necessary approvals, permits, and licenses required to supply the Goods or Services.

If the Goods or Services fail to meet any of these warranties, Oppenheimer may require the Seller to:

- Promptly repair or replace the Goods or re-perform the Services at the Seller's cost;
- Refund or credit Oppenheimer if payment has already been made; or
- Cover any costs Oppenheimer incurs in obtaining replacement Goods or Services from an alternative supplier.

The Seller's warranties survive delivery, inspection, acceptance, and payment by Oppenheimer.

11. Delay and Cancellation of Orders

Where the Seller is likely to be delayed in the performance of its obligations and clause 17 is not applicable, the Seller will notify Oppenheimer immediately once it becomes aware of the likelihood of the delay (with such notice detailing the anticipated duration of the delay); and (b) within 7 days of Oppenheimer's receipt of such notice, where Oppenheimer has not caused or contributed to the relevant delay, Oppenheimer may in its absolute discretion cancel an Accepted Order if the anticipated duration of the delay is unacceptable to Oppenheimer.

Except as otherwise provided by this clause, neither party may, without the other party's written consent, cancel an Accepted Order.

12. Indemnity and Liability

The Seller indemnifies Oppenheimer against any claims, liabilities, losses, damages, or expenses (including legal costs) arising from:

- Breach of any of these Terms by the Seller.
- Defective or non-compliant Goods or Services.
- Death, personal injury, or property damage caused by the Goods or Services.
- Infringement of third-party intellectual property rights due to the use or sale of the Goods.
- Any claim by the Seller's employees, agents, or subcontractors against Oppenheimer.

The Seller must maintain insurance policies covering product liability, public liability, and workers' compensation, with coverage of no less than AUD 20,000,000 per claim unless otherwise agreed in writing.

13. Confidentiality

The Seller must not disclose Oppenheimer's Confidential Information without prior written consent.

The Seller must ensure that employees and subcontractors who have access to Confidential Information comply with this clause.

Confidentiality obligations survive termination or completion of any Contract.

14. Force Majeure

Neither party shall be liable for failure to perform obligations due to unforeseen circumstances beyond their control, including but not limited to:

- Natural disasters
- Government actions or regulations
- Strikes, lockouts, or labor disputes
- War, terrorism, or riots
- Supply chain disruptions outside the Seller's control

15. Governing Law and Dispute Resolution

These Terms are governed by the laws of New South Wales, Australia.

Any disputes must first be attempted to be resolved through negotiation in good faith. If unresolved, the dispute may be referred to arbitration or the courts of New South Wales.

The Seller must continue performing its obligations under the Contract while a dispute is being resolved unless directed otherwise by Oppenheimer.

16. Termination

Oppenheimer may terminate a Purchase Order or Contract immediately if the Seller:

- Breaches these Terms and fails to remedy the breach within seven (7) days of receiving notice.
- Becomes insolvent, bankrupt, or enters into administration.
- Engages in fraudulent, illegal, or unethical conduct.

Upon termination, Oppenheimer may return any unfulfilled Goods at the Seller's expense and receive a full refund.

17. General Provisions

No Exclusivity – These Terms do not create an exclusive supplier relationship. Oppenheimer may purchase similar Goods or Services from other suppliers.

No Assignment – The Seller may not assign its rights or obligations under these Terms without Oppenheimer's prior written consent.

Variation – These Terms may only be varied in writing and signed by both parties.

Severability – If any part of these Terms is deemed invalid or unenforceable, the remaining provisions remain in full effect.

Survival – Clauses related to warranties, indemnities, confidentiality, and governing law survive termination of any Contract.