

**CUSTOMER CONTRACT REQUIREMENTS
AEW&C Wedgetail
CUSTOMER CONTRACT C338364**

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below.

1. The following prime contract special provisions apply to this purchase order:

A. HAZARDOUS SUBSTANCES

(1) Hazardous substances shall not be used in the supplies without the prior written consent of the buyer. In granting consent the buyer may impose such conditions as the buyer thinks fit.

(2) Where such consent is given, the seller shall ensure in respect of the supplies that:

(a) full details of any hazardous substances as identified in accordance with paragraph a., and included in the supplies, are provided to the buyer in the format of a Material Safety Data Sheet (MSDS) the seller shall comply with NOHSC 2011 (1994): "National Code of Practice for the Preparation of Material Safety Data Sheets".

(b) all documentation, including that related to operation, maintenance, assembly, shipping/handling, etc., is clearly endorsed to identify the presence and nature of the hazard;

(c) all supplies containing hazardous substances bear appropriate labels which clearly identify the nature of the substances, the associated hazards and appropriate safeguards; and

(d) the seller is responsible for all materials used by its subcontractors in respect of this clause.

(3) The seller hereby indemnifies and shall keep indemnified the buyer and the commonwealth against any and all liability, loss, damages, costs including the costs of any reasonable settlement), compensation or expense whatsoever incurred by the buyer and the commonwealth which arises out of any action, claim or proceeding in respect of incorporation or use in the supplies of the hazardous substance which is the subject of the request for consent.

(4) The liability of the seller under paragraph c. Shall be reduced to the extent that any liability, loss, damages, costs, compensation or expense referred to in that clause as contributed to by the modification or alteration of the supplies by the buyer or the commonwealth or any other person (other than the seller or a subcontractor or a servant or agent of either of them) contrary to the seller's reasonable instructions.

(5) The seller shall promptly (and no later than even (7) calendar days after discovery) advise the buyer if, at any time during the production of the supplies, it becomes aware of a non-hazardous substance which could be substituted for the content without significant detriment to the performance of the supplies.

(6) All supplies for delivery under the contract shall conform to all laws relating to any hazardous substances included therein which apply in the country of manufacture, during transit and within the Commonwealth of Australia.

To the extent consistent with their function, the supplies shall not emit fumes, liquids, solids, heat, noise, electromagnetic or other radiation, which could be detrimental to personnel, the environment or the operation of other equipment.

B. LIMITATION OF LIABILITY

Other liability excluded: The Seller shall not be liable in contract, tort (including negligence or otherwise), at law, under statute or in equity (except as provided in the subclause entitled "Liability for unlawful misconduct, etc.") for loss of or damage to an item of Supplies occurring after Acceptance of the Supplies by the Commonwealth under the Prime Contract and resulting from a defect or deficiency in the Supplies.

Liability for unlawful misconduct, etc.: The subclause entitled "Other liability excluded" does not limit the Seller's liability for loss of or damage to Supplies caused by a defect or deficiency in the Supplies resulting from unlawful misconduct, willful misconduct, fraud or criminal negligence on the part of the Seller.

Exclusion of economic loss: The Seller shall not be liable for economic loss or other damages caused by loss of use of Supplies as a result of any defect or deficiency in the Supplies.

Implied warranties: All implied warranties of merchantability and implied warranties of fitness for purpose cease to apply to the Supplies upon Acceptance of the Supplies by the Commonwealth under the Prime Contract.

Application to Seller, etc.: The limitations on the Seller's liability in this clause entitled "Limitation of Liability" extends to the Seller and its subcontractors, including their respective directors, officers, employees, agents, Related Companies and assigns.

Preservation of warranty and other rights: Nothing in this clause entitled "Limitation of Liability" affects the warranty and Latent Defects rights under this contract.