

STANDARD PURCHASE ORDER TERMS AND CONDITIONS

Unless the Purchaser has executed a bespoke set of terms and conditions with the Supplier in relation to Goods or Services to be provided by the Supplier (**Bespoke Terms and Conditions**), these terms and conditions apply. In all other circumstances, the Bespoke Terms and Conditions apply.

DEFINITIONS

“**Goods**” means any item, products or services in the Purchase Order.

“**Services**” means any services set out in the Purchase Order.

“**Supplier**” mean the party providing the Goods or Services.

“**Purchaser**” means Flight Centre Travel Group Limited (or FCTG)

“**Purchase Order**” means the document issued by Purchaser to Supplier in order to acquire the relevant Goods and Services.

“**Acceptance**” means Goods and/or Services are to the required standard and quality.

1. PURCHASE ORDER

- a) The Supplier agrees to provide the Goods or Services and the Purchaser agrees to purchase the Goods in accordance with the Purchase Order and these terms and conditions.
- b) Any Purchase Order issued forms part of these terms and conditions. Should there be any conflict between these terms and conditions and any Purchase Order, these terms and conditions will prevail not the extent of any inconsistency.

2. PRECEDENCE

- a) If there is any ambiguity or inconsistency between the Purchase Order and these terms and conditions, then these terms and conditions shall prevail to the extent of any inconsistency.

3. WARRANTIES

- a) The Supplier warrants that all Goods and Services supplied under these terms and conditions shall conform to the description in the purchase order and all applicable Australian (or equivalent) codes, specifications and standards and laws.
- b) The Supplier warrants that for a period of 12 months from the date of acceptance or commissioning of the Goods or Services, whichever is later, the Supplier will, on written notice from the Purchaser and at its own cost, repair or replace any defective Goods or (where applicable) re-supply the Services.
- c) If the Supplier does not rectify the defects within 28 days of receiving notice from the Purchaser, the Purchaser may carry out the repair or replacement on the Supplier's behalf (in the case of Goods) or reacquire the Services elsewhere (in the case of Services) and the cost of such repair or replacement or alternate services will be a debt due and payable on demand by the Supplier to the Purchaser.

4. NOVATION, ASSIGNMENT AND SUBCONTRACTING

- a) The Supplier shall not novate, assign or transfer the obligations associated with the delivery of the Goods or Services in the Purchase Order without the Purchaser's prior written consent.

5. INVOICES, PRICE AND PAYMENT

- a) All prices in the Purchase Order shall be fixed unless otherwise stated in the Purchase Order.
- b) The Supplier must send its invoice for the Goods or Services to the invoice address specified on the Purchase Order.
- c) A valid tax invoice must be provided in respect of the Goods or Services and must show the purchase order number, description of the Goods or Services (as applicable), the price, and any GST or duty component.
- d) Unless otherwise stated in the Purchase Order, upon acceptance of the Goods or Services by the Purchaser, payment for the Goods or Services shall be made within thirty (30) days after the end of the month in which a correctly rendered invoice is issued to the Purchaser. Payment for the Goods or Services does not imply acceptance of the Goods or Services by the Purchaser.

6. GOODS AND SERVICES TAX (“GST”)

- a) Unless otherwise expressly stated in the Purchase Order, all prices or other sums payable under this purchase order are exclusive of GST.

7. TAXES, DUTIES AND IMPOSTS

- a) The Supplier must pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the Goods or Services under the Purchase Order.

8. LAWS AND REGULATIONS

- a) The Supplier must, at its own cost, obtain all approvals in performance of the Purchase Order and comply with all legislative requirements in relation to the Goods or Services.

9. TRANSPORT, DELIVERY & PACKAGING

- a) All Goods and Services must be (as applicable) provided, packed, clearly marked, transported and/or delivered in accordance with the Purchase Order or, if not specified in the Purchase Order and otherwise in accordance with industry best practices.

10. TITLE AND RISK

- a) Risk in the Goods passes from the Supplier to the Purchaser when the Goods are delivered to the Purchaser at the delivery address or, if applicable, on completion of Services rendered.
- b) Title in the Goods passes from the Supplier to the Purchaser on the earlier of payment of the price or the delivery of the Goods to the Purchaser at the delivery address or, if applicable, and in relation to any outputs from Services, on completion of Services rendered.

11. QUANTITY

- a) The Purchaser shall only be liable for payment to the Supplier for the quantity of Goods or Services described in the Purchase Order.

12. INSPECTION AND TESTING

- a) The Purchaser will inspect and/or test all Goods and Services received by the Purchaser within 28 days of delivery.
- b) If, in the Purchaser's opinion, the Goods or Services are not supplied in accordance with the Purchase Order and/or to the standard and quality required by the Purchaser then the Supplier must either (i) in the case of Goods, upon receiving notice from the Purchaser, replace or correct the Goods at no cost to the Purchaser; or (ii) in the case of Services, resupply the Services, within 28 days of the date of the notice.

13. INDEMNITY

- a) The Supplier is liable for and shall indemnify and keep indemnified the Purchaser and its officers, employees, agents and contractors against all loss in respect of all property, and injury or death of all persons or otherwise arising in connection with or as a consequence of a breach of these terms and conditions. This indemnity is reduced proportionately to the extent to which the loss is caused or contributed to by the Purchaser.
- b) Notwithstanding any other provision in this purchase order, neither party is liable to the other for any consequential or indirect loss (including loss of profits).

14. INTELLECTUAL PROPERTY

- a) The Supplier warrants that the sale, use or provision of the Goods or Services will not infringe or contribute to the infringement of any intellectual property rights of any third party in either Australia or overseas. The Supplier shall indemnify the Purchaser and its officers, employees, agents and contractors against any loss or damage (including legal fees and other costs in defending in action) arising out

of or in connection with any breach of this clause, and shall be liable to the Purchaser for all costs associated with providing equivalent Goods or Services which do not infringe any intellectual property rights of any third party.

15. INSURANCE

a) Where the supply of the Goods or Services includes installation and/or on-site management, the Supplier shall effect and maintain, at its own expense, the following insurances:

i) Workers Compensation insurance for an amount not less than the statutory amount to cover all claims or liabilities for any accident or injury. This insurance shall include an indemnity extension and waiver of subrogation in favour of the Purchaser;

ii) Public and Product liability insurance for an amount no less than AUD\$5 Million (per accident and unlimited per period of insurance) covering liability to any third party for death, bodily injury, loss of and damage to property arising out of any act or omission in relation to these terms and conditions; and

iii) Motor Vehicle Third Party Liability Insurance for an amount no less than AUD\$5 Million (per accident and unlimited per period of insurance) covering all motor vehicles which are owned or controlled by the Supplier used in connection with the these terms and conditions.

16. CANCELLATION

a) The Purchaser may cancel a Purchase Order at any time by giving the Supplier 7 days' written notice. If the Purchase Order covers standard stock Goods or Services, the Purchaser's liability will be to pay for Goods shipped or Services rendered prior to the cancellation. If the Purchase Order covers Goods manufactured to the Purchaser's specification or bespoke Services to be provided by the Supplier for the Purchaser, upon receipt of notice of cancellation, the Supplier shall cease manufacture, supply or work in accordance with the notice and shall immediately do everything possible to mitigate any costs incurred from such cancellation. Provided the Supplier is not in default under these terms and conditions, the Purchaser will pay the Supplier the costs incurred prior to cancellation, the Purchase Order value of the Goods manufactured/supplied and/or Services supplied at the date of the cancellation and cost of materials for which the Supplier is legally bound to pay. Upon such payment, title to and property in the Goods and ordered materials and outputs from the Services shall pass to the Purchaser.

17. TERMINATION FOR DEFAULT AND INSOLVENCY

a) If the Supplier fails to comply with any condition of the these terms and conditions, or fails to deliver the Goods or Services by the delivery date, the Purchaser may give notice to the Supplier that unless the failure is remedied within a period of 7 days of receipt of the notice the Purchaser may terminate these terms and conditions with immediate effect by written notice to the Supplier.

b) The Purchaser may terminate these terms and conditions with immediate effect by written notice to the Supplier if the Supplier becomes insolvent including if the Supplier ceases to be able to pay its debts as they become due, has a controller or managing controller or liquidator or administrator appointed, is declared bankrupt or any analogous event occurs.

18. NOTICES

a) Any notices must be in writing and delivered by email to the recipient's address for notices set out in the purchase order.

19. HEALTH, SAFETY AND ENVIRONMENTAL POLICIES AND STANDARDS

a) The Purchaser is committed to operating in a healthy, safe and sustainable manner. As such, the Purchaser requires that all Goods and Services supplied in relation to these terms and conditions comply with all relevant environmental and health and safety requirements, legislative requirements, Australian standards, regulations and industry codes of practice.

20. MISCELLANEOUS

a) The Supplier shall obtain and ensure the Purchaser will have the benefit of all warranties specified in these terms and conditions or relevant to the Goods or Services.

b) These terms can only be amended or varied in a written document signed by both parties.

c) No party to these terms and conditions may rely on the words or conduct of any other party as a waiver of any right and the Purchaser can only waive its rights under or in connection with these terms and conditions by a written document signed by the Purchaser.

d) These terms and conditions are governed and construed in accordance with the laws of Queensland. The parties submit to the exclusive jurisdiction of the Courts of Queensland.

f) The Supplier provides all Goods and Services under and in relation to these terms and conditions as an independent contractor and not as an agent or employee of the Purchaser.