

**CLAUSE TITLE AND NUMBER**

Acceptance .....	2	Invoice and Payment.....	17
Applicable Language.....	28	Intellectual Property Rights.....	18
Assignment.....	24	Non-Conforming Products.....	10
Buyer Property.....	5	Order of Precedence .....	3
Changes .....	21	Packaging, Packing, Marking .....	8
Complete Agreement.....	4	Partial Invalidity, No Waiver, Remedies.....	32
Compliance with Laws .....	30	Plant Security and Safety.....	6
Confidential Information and Personal Information.....	7	Prices, Taxes and Duties.....	16
Conflicts of Interest.....	27	Quality .....	13
Definitions .....	1	Relationship of the Parties .....	23
Delivery, Title, Sourcing.....	9	Release of Information or Advertising .....	31
Disputes .....	25	Subcontracting.....	22
Governing Law.....	29	Standards of Business Conduct For Suppliers and Other Trading Partners.....	14
Hazardous Substances.....	15	Suspect / Counterfeit Parts .....	11
Indemnification .....	20	Termination.....	26
Insurance .....	19	Warranty.....	12

**1. DEFINITIONS**

- A. "AI System" means any Artificial Intelligence (including without limitation any generative Artificial Intelligence), large language model, or machine learning system or algorithm.
- B. "Artificial Intelligence" or "AI" means technology that can make decisions, create predictions, generate new content, or recognize patterns without being explicitly programmed to do so.
- C. "Buyer" means Northrop Grumman Australia Pty Limited (ABN 78 156 458 981) or its related body corporate identified on the face of the Order.
- D. "Confidential Information" means information which is provided or otherwise made available by the disclosing Party to the receiving Party to support performance of this Order, and is marked confidential, proprietary or bears a marking of like import, or information which a person would reasonably understand to be confidential at law. Information accessed or made available in electronic form shall be considered Confidential Information if: (i) any display of the information also displays a proprietary legend, or (ii) if such information is accessed or made available to the Receiving Party via a secure website or portal. Orally or visually disclosed information shall be deemed Confidential Information only if identified as confidential at the time of disclosure and summarized in a written and labelled description delivered to the Receiving Party within thirty days of oral disclosure.
- E. "GST" has the same meaning as in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- F. "Modern Slavery" has the same meaning as in the Modern Slavery Act 2018 (Cth).
- G. "Order" means the instrument of contracting, including these terms and conditions and all other referenced documents, and any subsequent changes or modifications.
- H. "Party/Parties" means Buyer and Seller individually/collectively.
- I. "Personal Information" has the same meaning as in the Privacy Act 1988 (Cth).
- J. "Personnel" means employees, agents, consultants or contractors of Seller or Buyer or Buyer's customer, as applicable.
- K. "Premises" means the address specified on the face of the Order.

- L. "Product(s)" means those goods, supplies, reports, computer software, data, materials, articles, items, parts, components or assemblies, and any Services described in this Order.
- M. "Related bodies corporate" has the same meaning as in the Corporations Act 2001 (Cth).
- N. "Seller" means the Party named on the face of the Order with whom Buyer is contracting.
- O. "Sensitive AI Information" means any Confidential Information that is collected, processed, maintained, used, shared, or disseminated in connection with this Order that requires protection to ensure its confidentiality, integrity and availability including, but not limited to, any proprietary information, controlled unclassified information and Personal Information
- P. "Services" means Seller's, or its subcontractor's, time and effort required to perform tasks or other labour requirements of the Order, including any Products incidental to the performance of the Service.

## **2. ACCEPTANCE**

This Order is Buyer's offer to Seller to purchase the Products and/or Services described in the Order. Any of the following shall constitute Seller's unqualified acceptance of this Order and these terms and conditions: (a) acknowledgment of this Order; (b) furnishing of any part of the Products and/or Services under this Order; (c) acceptance of any payment for the Products/Services under this Order; or (d) commencement of performance under this Order.

## **3. ORDER OF PRECEDENCE**

In the event of any inconsistency between any parts of this Order, the inconsistency shall be resolved by giving precedence in the following order:

- A. Face of the Order document including any special terms;
- B. This Order's Simplified Terms and Conditions; and
- C. Any other referenced document.

## **4. COMPLETE AGREEMENT**

This Order together with all attachments and other items referenced in or attached to this Order is the Parties' final expression of their agreement and is the complete and exclusive statement of all terms and conditions of agreement. This Order supersedes and cancels all prior understandings, proposals, communications, whether oral or written, and agreements between the Parties, whether such understandings, proposals, communications, and agreements were written or oral, concerning the matters addressed in this Order. No course of prior dealings between the Parties, and no usage of trade, shall be relevant to supplement or explain any term used in this Order. Headings contained in this Order are for reference only.

## **5. BUYER PROPERTY**

Any items purchased by Buyer and/or furnished to Seller to perform the Order, or for which Seller has been reimbursed by Buyer ("Buyer's Property"), shall be and remain the property of Buyer. Seller shall take all reasonable care of Buyer's Property and shall bear the risk of loss of and damage to Buyer's Property in Seller's possession, custody or control. Buyer's Property shall at all times be properly housed and maintained by Seller; shall not be used by Seller for any purpose other than the performance of this Order; shall be deemed to be property; shall be conspicuously marked PROPERTY OF NORTHROP GRUMMAN by Seller; shall not be commingled with the property of Seller or with that of any third person; and shall not be moved from Seller's Premises without Buyer's prior written approval.

## **6. PLANT SECURITY AND SAFETY**

If this Order requires Seller's Personnel to enter Buyer's premises, Seller agrees to comply with, and require its employees and subcontractors to abide by and comply with, all rules and regulations pertaining to security and safety as may be prescribed by Buyer. Seller must carry out

its obligations under this Order in a way that is safe and without risk to the health of its employees and contractors; Buyer employees and contractors; and any person who may come into contact with the Products or delivery of Services.

## **7. CONFIDENTIAL INFORMATION**

- A. Unless expressly stated otherwise herein, the exchange of information under this Order shall be governed by this Order and, in particular this clause, which supersedes any prior agreement between Buyer and Seller to protect information relating to the purpose of this Order.
- B. If a Party obtains Confidential Information of the other Party in connection with this Order, the receiving Party shall hold the Confidential Information in confidence and restrict disclosure to only its employees, contract labour, subcontractors, advisers and agents who have a need to know so that the receiving Party may perform its obligations under this Order and are under obligations to hold such information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Order..
- C. Seller agrees to use Buyer's Confidential Information only for purposes necessary for performing Seller's obligations under this Order and shall not use Buyer's Confidential Information for any other purpose without the written consent of Buyer. Upon Buyer's request, Seller shall destroy or transfer to Buyer all existing copies of Buyer's Confidential Information. If the Confidential Information is copied or reproduced in whole or in part, the copy or reproduction shall carry the same marking as that which appears on the original.
- D. Seller agrees that all information, drawings, specifications, data, documents and materials furnished or disclosed by Seller to Buyer in connection with the placing or performance of this Order is furnished or disclosed as a part of the consideration for this Order; that Seller information is not, unless otherwise agreed to by Buyer in writing, to be treated as confidential or proprietary; and that Seller shall assert no claims (other than for patent infringement) by reason of the use or disclosure of Seller information by Buyer, its assigns, or its customers and Seller shall not place any restrictive markings on Seller information. Any agreement purporting to provide for the confidential treatment of, or limiting the use of or disclosure of, Seller information, must be in writing and signed by Buyer.
- E. The Receiving Party agrees to use at least the same degree of care in safeguarding the Disclosing Party's Confidential Information, including during storage and transmittal, as it uses for its own Confidential Information, but in no case less than reasonable care. Promptly upon discovery of an unauthorized disclosure, access, or use, the Receiving Party shall: (1) notify the Disclosing Party; (2) make reasonable attempts to retrieve the Confidential Information; (3) comply with any reasonable written requests of Disclosing Party regarding such unauthorized disclosure, access, or use; and (4) review and take other reasonable action as appropriate to prevent any future unauthorized disclosures, accesses, or uses.
- F. Exceptions.
  1. Seller shall not be liable hereunder for use or disclosure of Confidential Information which occurs after such Confidential Information:
    - a. is or becomes publicly known through no wrongful act of Seller; or
    - b. is known to or in the possession of Seller without restriction on disclosure or use through no wrongful act of Seller, as evidenced by competent proof; or
    - c. is rightfully received by Seller from a third party without restriction and without breach of this Order; or
    - d. is independently developed by Seller without the use of or reference to the Confidential Information.

2. In addition, Seller shall not be liable hereunder for use or disclosure of Confidential Information if such Confidential Information is disclosed to satisfy a legal order by a court of competent jurisdiction or governmental action; provided, however, that Seller shall first advise Buyer within sufficient time prior to the disclosure so that Buyer has the opportunity to seek appropriate relief from the court or governmental order, and provided further that Seller shall disclose only those portions of the Confidential Information legally required to be disclosed and request confidential treatment of the Confidential Information by the court or governmental entity.
- G. Without limiting Seller's other obligations under this Order, Seller hereby represents, warrants and covenants that: (i) Seller shall not disclose or provide to any AI System accessible to any person other than Buyer and Seller, or use with any AI System accessible to any person other than Buyer and Seller, any Buyer Confidential Information or Buyer Sensitive AI Information or any portion or derivative thereof; and (ii) Seller shall not use, or permit to be used, any Buyer Confidential Information or Buyer Sensitive AI Information, or any portion or derivatives thereof, in any training or development of any AI System or any portion thereof or of any other datasets, systems, algorithms or methodologies, except as Buyer may agree in writing on a case-by-case basis. Seller shall not disclose or provide to any AI System (including any AI System accessible only by Buyer and/or Seller) any Buyer Confidential Information, or Buyer Sensitive AI Information or any portion or derivative thereof, if the AI System will train or develop itself based on such information or maintain any persistent copy of such information, or any portion or derivative thereof.
- H. Buyer's right to use and disclose information provided under this clause 7 shall not be affected by termination or completion of this Order and remains in effect until performance in full of all contracts and agreements through which Buyer needs to use Seller's information to perform under Buyer's higher tier contract or prime contract, and any follow-on contracts to such agreements. The limitations on the scope of use of information under this clause 7 shall not be affected by termination or completion of this Order

## **8. PERSONAL INFORMATION**

If a Party obtains Personal Information in connection with this Order, that Party shall use, keep or disclose that Personal Information only for the purpose of fulfilling this Order and ensure it and its personnel collect and handle that information in accordance with the Australian Privacy Principles in the Privacy Act 1988 (Cth).

## **9. PACKAGING, PACKING, MARKING**

- A. Unless otherwise specified in this Order, all shipments are to be made in accordance with Incoterms 2010, Delivered At Place (DAP) Buyer's Premises.
- B. Seller shall pack and ship Products at all times in accordance with best commercial practice having regard to the nature of the Products.

## **10. DELIVERY, TITLE, SOURCING**

- A. Title free of liens or encumbrances shall pass to Buyer upon acceptance (except as otherwise specified within this Order); however, passing of title shall not relieve Seller of any other obligations under this Order.
- B. If Seller is unable to meet the required delivery schedules for any reason, other than a change directed by Buyer, Seller shall immediately notify Buyer of the reason and estimated length of the delay and Buyer shall have the option to: (1) terminate this Order, or (2) fill such Order or any portion thereof, from sources other than Seller and to reduce Seller's Order quantities accordingly at no increase in unit price, without any penalty to Buyer, or (3) accept late delivery and recover from Seller any costs Buyer incurs caused by the late delivery. This condition shall

not limit Buyer's other rights and remedies Buyer may otherwise have under this Order or applicable law.

### **11. NON-CONFORMING PRODUCTS**

If Seller delivers defective or non-conforming Products, Buyer may:

- A. accept all or part of the defective or non-conforming Products at an equitable price reduction;
- B. reject all or any part of a delivery of defective or non-conforming Products, and demand delivery of conforming Products. All rejected Products shall be shipped to Seller at Seller's expense.

### **12. SUSPECT / COUNTERFEIT PARTS**

- A. All material delivered under this Order shall be authentic and traceable to the original manufacturer. The Seller shall provide authenticity and traceability records to the Buyer upon request. The Seller shall immediately notify the Buyer if the Seller cannot provide electronic parts, components, and/or assemblies traceable to the original component manufacturer or the original equipment manufacturer. Upon receipt of such notification, the Buyer reserves the right to terminate this Order at no cost to the Buyer.
- B. The Seller agrees to insert the substance of this clause, including this sentence, where applicable, in any lower tier subcontract.

### **13. WARRANTY**

- A. Seller warrants, at the time of delivery to Buyer, that all Products covered by this Order: (1) will be new and in their original packaging; (2) will conform to the design, specifications, drawings, samples and other descriptions referred to in this Order; (3) will be free from defects in workmanship and materials; (4) to the extent that Seller knows or has reason to know of the purpose for which the Products are intended, will be fit and sufficient for such purpose; and (5) no claim of infringement of moral rights will be brought against the Buyer by the Seller or the Seller's Personnel.
- B. Seller warrants that all Services covered by this Order will be delivered by appropriately trained and qualified Personnel to a standard of professional care and skill that would reasonably be expected from a provider of similar Services.
- C. Seller warrants that the Products are genuine Products and agrees to assign to the Buyer the benefit of any warranty or guarantee given by the manufacturer in respect of all Products.
- D. Seller warrants that the performance of Seller under this Order, including the use of the Products and/or Services provided under this Order, shall be free and clear of infringement of any valid patent, copyright, trade mark, mask works, or other proprietary rights, and that Seller is subject to no agreement which in any manner would interfere with clause 7 and 18 of this Order.
- E. Buyer's rights under this clause shall, at Buyer's option, be assignable to and enforceable by its successors and customers.

### **14. QUALITY**

Seller shall comply with the Buyer's quality assurance requirements (document # NGATS-Q-QUA-MN-003) published at <https://www.northropgrumman.com/suppliers/contracts/quality-documents/>, as updated and amended from time to time.

### **15. STANDARDS OF BUSINESS CONDUCT FOR SUPPLIERS AND OTHER TRADING PARTNERS**

Seller shall comply with the Northrop Grumman Standards of Business Conduct For Suppliers And Other Trading Partners (available at <https://www.northropgrumman.com/suppliers/doing-business-with-northrop-grumman/northrop-grumman-standards-of-business-conduct-for-suppliers-and-other-trading-partners/>) (the "Northrop Grumman Supplier Code").



## **16. HAZARDOUS SUBSTANCES**

Seller shall not under any circumstances provide any Product that contains asbestos or other hazardous substances.

## **17. PRICES, TAXES, AND DUTIES**

The prices stated in this Order are in the currency stated therein or, if no currency is stated, in Australian Dollars and are not subject to exchange rate adjustments. Unless this Order expressly states otherwise, the price is all inclusive, including but not limited to any applicable GST and all packing, insurance and delivery charges, all taxes and duties, and all required permits and/or licences.

## **18. INVOICE AND PAYMENT**

- A. Seller may only invoice Buyer upon completion of the shipment of the Products and/or completion of the Services to Buyer's satisfaction. The invoice must: (1) be correctly addressed to the electronic address and person indicated on this Order; (2) list the Order number; (3) be a valid tax invoice for GST purposes; and (4) where Buyer requests it, be accompanied by documentation substantiating the amount claimed. Buyer will pay all correctly rendered and undisputed invoices within the payment period identified on the Purchase Order from the latter of the date the valid tax invoice is received, or the delivery of the Products and/or Services in accordance with clause 7.
- B. Payments to Seller shall be made to the designated financial account at an office or branch of a regulated bank located in the jurisdiction where the Seller maintains its principal place of business or is providing the Products or Services under this Order, unless prior written consent is received from Buyer. To prevent and detect fraudulent and unauthorised payment instructions, Seller shall implement and maintain multifactor authentication and other reasonable security measures on Seller's network systems accounts, including any Seller Ariba Network account, and any Seller email accounts, including cloud based email accounts such as Microsoft 365, through which payment instructions could be transmitted to Buyer. Buyer shall not be responsible to pay Seller for any misdirected payments or other damages or losses attributable to Seller's failure to use multifactor authentication and other reasonable security measures.

## **19. INTELLECTUAL PROPERTY RIGHTS**

- A. Intellectual property developed or otherwise acquired by Buyer or Seller prior to or outside the scope of this Order, and any intellectual property rights therein, shall be owned by the Party that developed or otherwise acquired the intellectual property and associated rights. Neither the existence of this Order nor the disclosure hereunder of Confidential Information or any other information, shall be construed as granting expressly or by implication, a licence under any invention or patent now or hereafter owned or controlled by Buyer.
- B. Seller grants to Buyer and Buyer's higher tier customer a non-exclusive, irrevocable, worldwide, right and license to copy, modify, use and disclose to any higher tier contractor any information received from Seller, including Seller's Confidential Information, for the performance of this Order and any higher tier contract or prime contract from which this Order is issued, and any follow-on contracts to such agreements.

## **20. INSURANCE**

During the entire Order period Seller shall, at its sole cost and expense and prior to commencing any activity that is the subject of this Order, procure and maintain with a reputable insurer valid and enforceable:

- A. Worker's compensation insurance covering Seller and its Personnel for any claim made against it for an amount necessary to cover any potential liability under statute or at common law;
- B. Public and product liability insurance covering Seller and its Personnel against any liability to any party arising out of or in connection with this Order for an insured amount of not less than A\$10 million per accident or incident claim;
- C. Any other insurances on such terms as a prudent contractor providing similar Products and performing similar Services to that under this Order would procure and maintain.
- D. Seller shall promptly provide certificates of insurance evidencing such coverage where requested by Buyer.

## **21. INDEMNIFICATION**

Seller shall indemnify Buyer and its related bodies corporate, and their Personnel (each an "Indemnified Party"), in respect of any liability, loss, damage or expense (including costs or expenses defending or settling a claim) incurred or suffered by an Indemnified Party in connection with:

- A. Property loss or damage arising out of or as a consequence of a default or unlawful or negligent act of omission of Supplier or its Personnel;
- B. Personal injury or death arising out of or as a consequence of a default or unlawful or negligent act of omission of Supplier or its Personnel;
- C. Seller's use of a third party supplier in connection with the provision of the Products or Services; and
- D. Seller's breach of a warranty under clause 12, except to the extent that such liability, loss, damage injury, death or claim results from the unlawful or negligent act or omission on the part of the Indemnified Party.

## **22. CHANGES**

No modification of this Order shall be binding on either party unless agreed in writing by Seller and an authorised officer of Buyer.

## **23. SUBCONTRACTING**

Subcontracting by Seller, with or without Buyer's consent, shall not relieve Seller of any of its obligations under this Order.

## **24. RELATIONSHIP OF THE PARTIES**

The relationship of Seller to Buyer shall be that of an independent contractor and nothing contained herein shall be construed as creating any employer/employee, agency, or other relationship of any kind.

## **25. ASSIGNMENT**

Seller may not assign or transfer this Order, or any payments, rights, obligations, duties or claims related to this Order without Buyer's written consent.

## **26. DISPUTES**

If a dispute arises under or in connection with this Order the Parties must try and resolve the Dispute amicably and in good faith, and at the lowest possible level prior to undertaking any action at law or in equity. Nothing in this clause prevents a party from seeking urgent interlocutory relief.

## **27. TERMINATION**

- A. To the extent permitted by law, Buyer may terminate this Order if Seller: (1) fails to perform any obligation under this Order which cannot be rectified; (2) fails to rectify in a reasonable time period the performance of any obligation capable of being rectified; (3) fails to deliver Products or to perform the Services within the time specified in this Order or any extension; or

(4) becomes insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy or pursues any other remedy under any other law relating to the relief for debtors, or in the event a trustee or receiver is appointed for Seller's property or business.

- B. Buyer will not be liable for any amounts or expenses for Products or Services once the Order is terminated except for Product and Services that have been delivered in accordance with the Order prior to termination.

## **28. CONFLICTS OF INTEREST**

Seller warrants to the best of its knowledge and belief, that no conflict or potential conflict of interest exists between the Services and Products to be provided under this Order and Seller's other activities. Seller shall immediately advise Buyer of any such conflict of interest or potential conflict of interest which arises during performance of this Order.

## **29. MODERN SLAVERY**

- A. Seller shall take all reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the Goods or Services.
- B. If requested by Buyer, Seller shall notify Buyer of the steps and measures it is taking to identify, assess and address the risks referred to in clause 28.A.
- C. If Seller becomes aware of Modern Slavery practices or any allegations of the same (whether substantiated or not) in the operations and supply chains used in the performance of the Contract, Seller shall: (i) immediately give written notice to Company and provide all relevant information including, but not limited to, the nature of the actual or suspected violation; and (ii) as soon as reasonably practicable, take all reasonable action to address or remove these practices (where allegations are substantiated) and provide details of such action to Buyer.
- D. Seller represents and warrants that it shall comply with the requirements of this clause 28 and any relevant applicable laws and regulations regarding Modern Slavery.
- E. Seller agrees that Buyer or Buyer's authorised representative may, upon reasonable notice and at reasonable times, audit all relevant books, records, work sites and documentation of Seller in order to verify compliance with this clause 28. Seller shall provide its full cooperation during any such audits.
- F. Seller agrees to insert the substance of this clause in any lower tier subcontract related to performance of the Contract.
- G. Seller acknowledges and agrees that if Seller fails to comply with this clause 28, Buyer may terminate the Contract with immediate effect by service of written notification to Seller.

## **30. APPLICABLE LANGUAGE**

This Order is made in the English language and all documentation to be provided in connection with this Order shall be in the English language and shall employ the units of measure customarily used by Buyer in Australia, unless otherwise specified. All notices and other binding communications may be sent by electronic mail.

## **31. GOVERNING LAW**

This Order is governed by the laws of the Australian Capital Territory, Australia and the Parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and any courts that may hear appeals from those courts in respect of any proceedings in connection with this contract. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Order.



### **32.COMPLIANCE WITH LAWS**

Seller shall comply with all applicable laws relating to this Order. Seller shall obtain any and all licences, permits or other authorizations required by any applicable Laws for the performance of this Order.

### **33.RELEASE OF INFORMATION OR ADVERTISING**

Except as required by law, Seller shall not release to anyone outside Seller's organization any information with respect to this Order without the prior written approval of Buyer. Additionally, Seller shall not use the name "Northrop Grumman" or any other Buyer trade name, or in any other way identify Buyer in any advertisement, display, news release, or other disclosure without Buyer's prior written consent.

### **34.PARTIAL INVALIDITY, NO WAIVER, REMEDIES**

- A. If any provision in this Order is or becomes unenforceable, or is deemed invalid, the unenforceable portion shall be severable, and the remaining terms and conditions shall remain in full force and effect.
- B. A Party's failure at any time to enforce any provision of this Order shall not constitute a waiver of the provision or prejudice a Party's right to enforce that provision at any subsequent time.
- C. Each of the rights and remedies reserved by Buyer in this Order shall be cumulative and additional to any other or further remedies provided in law or equity or in this Order.
- D. Any provision of the Order which expressly or by implication from its nature is intended to survive the termination or expiration of the Order and any rights arising on termination or expiration shall survive.