

Definitions and Interpretation:

In this Contract:

Contract means (in order of priority) the Purchase Order, these Jetstar Purchase Order Terms and any Schedules and Attachments to a Purchase Order.

Documentation means documentation specified in the Purchase Order or otherwise required to enable Jetstar to make full use of the Products.

GST means any goods and services tax, value added tax or sales tax imposed on the sale or supply of goods, services and rights.

Jetstar means Jetstar Airways Pty Limited (ABN 33 069 720 243),

Jetstar Data means all data, information and other materials provided to, generated by, or otherwise used by, the Supplier relating to the Jetstar Group or Jetstar Group's personnel or customers.

Jetstar Group means Jetstar, its related bodies corporate (as defined by the *Corporations Act 2001* (Cth)), companies in which Jetstar or Qantas holds or controls (directly or indirectly) 25% or more of the issued capital and any entity lawfully using a brand, name or mark that includes the word Qantas, Jetstar, Valuair or any mark owned or controlled by Qantas.

Moral Rights means all present and future rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed and rights of a similar nature conferred by statute anywhere in the world.

Privacy Law means the Privacy Act 1988 (Cth), including the Australian Privacy Principles set out in the Act).

Product means any goods and/or services supplied under this Contract.

Purchase Order means any document issued by Jetstar for the supply by the Supplier of Product.

Qantas means Qantas Airways Limited (ABN 16 009 661 901).

Qantas Group means Qantas, its related bodies corporate (as defined in the *Corporations Act 2001* (Cth)) and any Jetstar Group airline, and

Specifications means (in order of priority) (a) any description of or representation about the Products provided to Jetstar and referred to in the Purchase Order, and (b) the Supplier's published specifications for the Products.

Supplier means the person, firm or corporation from whom goods or services are ordered by this Contract.

Tax Invoice means an invoice regulated by GST laws.

Any other term that starts with a capital letter and used in these Terms has the meaning given to it in the Purchase Order.

WHS Obligations means all applicable workplace health and safety laws and all other directions to the Supplier regarding health, safety, security or the environment issued by the Jetstar Group, acting reasonably, from time to time.

Contract Formation: This Contract may be formed electronically with the Supplier. The binding Contract between Jetstar and the Supplier will come into existence on the earlier of the date the Supplier confirms acceptance of the Contract, or the Supplier commences delivery of any of the Products.

Delivery: The Supplier must deliver the Products to the Delivery Address on the Delivery Date and in accordance with the delivery instructions (if any) and any Schedules. On delivery, the Supplier must obtain the name (printed) and signature of the Jetstar employee that receives the Products.

Inspection and Acceptance: Jetstar or its authorised agent has the right to inspect and has the right to reject any goods or services carried out that do not conform to this Contract. If the Products do not comply with the Specifications, Jetstar may terminate this Contract or require the Supplier to promptly modify or resupply the Products, at no additional cost to Jetstar, so that they comply with the Specifications. Execution of a delivery document or payment by Jetstar does not constitute acceptance by Jetstar.

Price: The prices are fixed and the Total Prices include all levies, duties, taxes (including GST, unless expressly stated as being exclusive of GST), insurance, packaging and delivery costs. The total amount payable by Jetstar under this Contract will not exceed the Total Price.

Payment: Unless otherwise agreed, the Supplier may only invoice Jetstar on the completion of the services or on or after the delivery of the goods. Each invoice must itemise the GST included in the Prices, state the Purchase Order Number and be addressed to the Jetstar Contact at the address for invoices specified in the Purchase Order. Jetstar will pay a correctly rendered invoice (less any amounts due to Jetstar

from the Supplier) 45 days from the end of the month in which the invoice was dated unless the Supplier is confirmed by Jetstar to be a "small business" using the Australian Government's Small Business Identification Tool, in which case Jetstar will pay a correctly rendered invoice (less any amounts due to Jetstar from the Supplier) 25 days from the date of receipt of the invoice. Jetstar is entitled to, by notifying the Supplier, withhold payment of any invoice to the extent that it relates to a Product which Jetstar has rejected on the basis that it does not meet the Specifications, provided that where Jetstar requires the Supplier to modify or resupply the Product/s, Jetstar must pay the amount withheld after the Supplier has modified or resupplied the Product/s in accordance with the Contract so that they comply with the Specifications

Goods and Services Tax: Where GST is applicable to the supply of the Product, the Supplier must ensure that any invoice or other request or demand for payment constitutes a Tax Invoice that will enable Jetstar to claim tax credits in respect of supplies to which the invoice relates and acknowledges that no amount will be due and payable by Jetstar in respect of any such supply unless Jetstar has received from the Supplier such an invoice. If the Purchase Order nominates an amount of GST, this amount is an estimate only and should not be relied upon. The Supplier is responsible to ensure the invoice or other request or demand for payment specifies the correct amount of GST.

ABN: In compliance with the relevant withholding tax legislation or any Australian Taxation Office Public Ruling, Jetstar will withhold an amount of tax (at the date of this Contract being 46.5%) from any payment it makes to the Supplier for a supply, unless the Supplier provides to Jetstar an invoice or other document relating to the supply that quotes the Supplier's Australian Business Number ("ABN") or the Supplier provides Jetstar with a written statement in a form approved by the Australian Taxation Office as to the reason for not quoting an ABN. (See "Statement by a Supplier – reason for not quoting an ABN to an enterprise" at www.ato.gov.au).

Risk and Title: Risk in the Products will pass to Jetstar when the Products are delivered. Title in the Products (other than Product licensed under the **IPR clause**) will pass to Jetstar on the earlier of acceptance of or payment for the Products.

Cancellation: Jetstar may cancel or reduce the quantity of a Product by notifying the Supplier if the Supplier fails to supply a Product on the Delivery Date. Jetstar will not be liable for any amounts or expenses for cancelled Product in accordance with this clause.

Privacy: The Supplier must not, directly or indirectly use or disclose personal information of Jetstar customers or personnel (**Personal Information**) except to the extent necessary to provide the Product. The Supplier must ensure that any Personal Information is processed and handled in accordance with the Privacy Law. The Supplier must not do or omit to do anything that would cause Jetstar to breach any Privacy Law. The Supplier must comply with the Privacy Law and any other applicable privacy laws applicable to it and on request provide to Jetstar details of its procedures for complying with those laws applicable to it. The Supplier must not send any Personal Information to, or allow any Personal Information to be accessed from, any location outside of Australia, including for storage, unless authorised by Jetstar in writing. The Supplier must take all reasonable steps to safeguard Personal Information from misuse, interference, loss, unauthorised access, modification and disclosure. The Supplier must immediately notify Jetstar of any actual or suspected loss of, or accidental or unauthorised access to, or unauthorised disclosure of any Personal Information and must comply with all reasonable directions given by Jetstar in relation to the matter. On termination or expiry of the Contract, the Supplier must promptly return to Jetstar or, if requested by Jetstar, destroy all copies of the Personal Information, in which case any right to perform any act relating to that Personal Information ceases.

Intellectual Property Rights ("IPR"): Nothing in this agreement is intended to operate to transfer any interests in any IPR in existence before the date of the Contract. The Supplier assigns (now and in the future) to Jetstar all IPR in any material (including in any Product supplied under this Contract) specifically created for Jetstar under this Contract. To the extent that IPR is not assigned to Jetstar in respect of any Product or material pursuant to this clause the Supplier grants Jetstar (and each other member of the Jetstar Group and their contractors) a non-exclusive paid up, royalty free, perpetual licence to use, modify and copy

such Products so that Jetstar (and each other member of the Jetstar Group and their contractors) can make full use of such Products. Jetstar owns IPR in any modifications by Jetstar or any other Jetstar Group company to the Products.

Moral Rights: The Supplier must obtain from its personnel all necessary written unconditional and irrevocable consents and waivers permitted by applicable law to any act or omission (at any time) that would otherwise infringe any of their Moral Rights in the Product/s for the benefit of the Jetstar Group, and anyone authorised by any of them to do acts comprised in the copyright.

IPR Claims: In the event of a claim or proceedings alleging that any part of a Product or its use infringes the IPR or Moral Rights of any person (**IPR Claim**) (other than due to incorrect use or application or misuse of the Product by Jetstar): (a) the party receiving the IPR Claim must notify the other party of that IPR Claim in writing as soon as practicable; (b) the Supplier must promptly: (i) modify the Product so that its use ceases to infringe (while still complying with the warranties); (ii) procure for Jetstar the right to use the Product free of any IPR Claim or liability for infringement; or (iii) provide, and procure a free of charge licence on substantially the same terms to those in the Contract, a replacement Product on terms no more onerous to Jetstar than the terms of the Contract; and (c) if the Supplier fails to comply with paragraph (b) within 30 days after becoming aware of the IPR Claim, the Supplier must comply with any reasonable settlement of that IPR Claim (including by paying money) negotiated by Jetstar after that date.

Warranty: The Supplier warrants that: (a) all goods supplied by the Supplier are: (i) new and in good condition; (ii) compliant with all relevant Australian standards and industry codes; (iii) free from defects in design, materials and workmanship; (iv) of good and merchantable quality and fit for their intended purposes; and (v) compliant with the Specifications;

(b) any services supplied by the Supplier will: (i) be supplied with the degree of skill, care and diligence that would be expected of a skilled professional experienced in providing the same or similar services;

(ii) comply with relevant Australian standards and industry codes (as applicable); and (c) the Products and their use and supply will not breach any obligation of confidence or infringe any IPR of any person.

Breach of Warranty: If the Supplier becomes aware, or Jetstar notifies the Supplier, that a Product fails to comply with any of the warranties given under this Contract, the Supplier must, without prejudice to any other rights of Jetstar: (a) in the case of the warranties provided under paragraph (a) of the Warranty clause, during the period of 12 months (or such longer period as may be agreed) from the acceptance of the Product fix any non-compliance; and (b) in the case of any other warranty provided under this Contract, promptly (at Jetstar's option): (i) remedy that failure (including by replacing or resupplying the Product); or (ii) provide to Jetstar a full refund of the price paid for the Product.

Indemnity: The Supplier indemnifies Jetstar and each member of the Jetstar Group ("Indemnified Parties") against all losses, damages, liabilities, costs and expenses that any Indemnified Party suffers or incurs related to: (a) a claim that the Products or their use or supply breaches any obligation of confidence or infringes the IPR of any person; (b) any breach by the Supplier of its obligations under the Contract relating to privacy or Personal Information, Confidential Information of the Jetstar Group or Jetstar's security policies or requirements; or (c) any negligent act or omission of the Supplier or its personnel in connection with the Contract, except to the extent such claim or loss was caused or contributed to by Jetstar or its personnel. Jetstar indemnifies the Supplier against all losses, damages, liabilities, costs and expenses that the Supplier suffers or incurs related to: (a) any claim that anything supplied by Jetstar under or in connection with this Contract infringes the IPR of any person, or (b) any breach by Jetstar of any of its obligations under this Contract relating to Confidential Information of the Supplier, (c) any negligent act or omission of Jetstar or its personnel in connection with the Contract, except to the extent such claim or loss was caused or contributed to by the Supplier or its personnel.

Insurance: The Supplier must take out and maintain with a reputable insurer valid and enforceable insurance policies: (a) Public and Product Liability insurance covering the Supplier and its Personnel against any liability to any party arising out of or in connection with this Contract for an insured amount of not less than A\$10 million per accident or incident claim; (b) Workers Compensation insurance covering the Supplier for any claim against it by any person employed by the Supplier who provides services in relation to this Contract (and

ensure that each of its other Personnel have similar insurance) for an amount necessary to cover any potential liability under statute or at common law; and (c) Property insurance covering the Supplier for any loss or damage to any property used directly or indirectly in connection with the Products.

Assignment and Subcontracting: Neither party may assign the whole or any part of this Contract, without the prior written consent of the other party. The Supplier must not use any subcontractors for supply of the Products without Jetstar's prior written consent. If the Supplier uses a subcontractor, the Supplier remains liable for the subcontractor's performance.

Termination: Either party may terminate the Contract: (a) immediately if the other party suffers or becomes subject to any form of insolvency related event; or (b) the other party commits a material breach of the Contract which is not capable of being remedied; or (c) the other party commits a material breach of the Contract which is capable of being remedied and fails to remedy the breach within 30 days after receiving notice of the breach from the non-defaulting party. Any termination by a party shall be without prejudice to any other of its rights. Any such termination by Jetstar shall be without prejudice to any other of its rights. The failure by a party to exercise any right or remedy in relation to any specific default by the other party, including by terminating this Contract or any part thereof when such a right arises shall not constitute a waiver by a party of any of its rights pursuant to this Contract.

Effects of Termination: On termination or expiration of the Contract: (a) the accrued rights and remedies of each party are not affected; (b) the Supplier must: (i) stop working on, and seek to cancel the supply of any incomplete or undelivered Product/s; (ii) provide Jetstar (or, where requested by Jetstar, a third party nominated by Jetstar) with an electronic copy of all of Jetstar Data (in the file format(s), and using the data structures, required by Jetstar) and any assistance reasonably required to load or migrate the Jetstar Data into their own systems; and (iii) return all Jetstar Data and other Jetstar confidential information to Jetstar; and (c) this clause and the IPR, IPR Claims, Warranties, Confidentiality, Privacy and Indemnity clauses will continue.

Entire Agreement: This Contract is the complete contract between Jetstar and the Supplier in relation to the Products. No confirmation, shipment, delivery document, shrink-wrap licence or representation will vary this Contract.

Confidentiality: This Contract and any information which a party (Recipient) obtains from the other (Discloser) relating to this Contract (whether in writing or otherwise) is the Discloser's confidential information unless it is: (a) public knowledge at the time it is obtained by the Recipient, or (b) in the Recipient's lawful possession prior to being obtained from the Discloser. The Recipient must keep the Discloser's confidential information confidential, safe and secure, not disclose it to any person (except personnel of the Recipient who have a need to know) and return it when it has performed all of the work under this Contract or this Contract terminates or expires. Both parties may not make any public statement about this Contract unless it has first obtained written consent from the other party.

Compliance with Law: Each party must comply with all relevant legislation and regulations in the performance of this Contract.

Applicable Law: The laws of New South Wales ("NSW") apply to this Contract and the parties submit to the non-exclusive jurisdiction of the courts of NSW.

Health and Safety and Behaviour on Jetstar Sites:

The Supplier must carry out its obligations under this Contract in a way that is safe and without risk to the health of its employees and contractors, the Jetstar Group's employees and contractors and any person who may come into contact with the Products. The Supplier must prepare all necessary documents recording the procedures and policies it will employ to ensure it meets its obligations under this clause and must make all such documents available to Jetstar on request. In providing any services at a Jetstar site, the Supplier must comply with the WHS Obligations. Jetstar may monitor or audit the Supplier's compliance with its WHS Obligations. If Jetstar reasonably believes that the Supplier is in breach of its WHS Obligations, Jetstar may suspend the provision of the Products by the Supplier until the Supplier fully satisfies Jetstar that WHS Obligations will be complied with, or direct the Supplier to immediately rectify the breach at the Supplier's own expense. If Jetstar reasonably believes that a member of the Supplier's Personnel has breached the WHS Obligations or otherwise endangered the health or

safety of any person on a Jetstar site, Jetstar may direct the Supplier to remove that personnel from the Jetstar site, or direct the Supplier not to allow that personnel to be involved in providing the Products. Jetstar may terminate the Contract if the Supplier's personnel are working on a Jetstar site and the Supplier fails to rectify any breach of the WHS Obligations, breaches the WHS Obligations more than once, or commits a breach of the WHS Obligations which results in a serious injury or illness or death of any person or a dangerous occurrence.

Supplier Requirements: The Supplier must comply with the requirements of Jetstar's "Supplier Requirements" policy in place as at the date of this Contract, a copy of which is available at www.jetstar.com/au/en/purchasing. The Supplier Requirements include the Qantas Group Compliance Statement and outlines various requirements in relation to anti-bribery and corruption, sanctions, modern slavery and human trafficking, anti-money laundering, and conflicts of interest. The Supplier acknowledges it has received and reviewed Jetstar's "Supplier Requirements".

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