a subsidiary of Australian Fuel Cells Pty. Ltd.

Terms & Conditions – Supplier

General: Australian Fuel Cells Pty Ltd (AFC) Quality System is based on the requirements of AS9100 and AS9110 in addition to the ISO9001 requirements. As a Supplier (Seller) to AFC (Buyer), the Seller agrees to meet the following stipulations for AS9100/AS9110 requirements for the purchase order or subcontract, hereafter referred to as the "Order".

Definitions: For the purpose of this document, the terms and definitions given in ISO9001 and, AS9110 shall apply.

1. Final Approval - Buyer reserves the right of final approval of product, procedures, processes, and equipment.

2. Approved Quality Management System (QMS) - Buyer reserves the right to review and approve Seller Quality Management System for Seller's use in supplying supplies or services to the Buyer. Maintenance organisations shall be required to have any required QMS approvals and other approvals, certificates, ratings, licenses, and permits required by applicable statutory and regulatory requirements.

3. Configuration Control - The Seller shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data used in the performance of requirements of this Order. The Seller shall use technical data at the contractually specified revision or at the latest revision in effect at the time of contract award, if not specified.

4. Certified Personnel & Certifying Staff - The Seller shall ensure that all personnel are properly qualified to perform the work required to support the Order, including having the proper certification to perform special processes, tasks and maintenance required by the purchase requirement. The Buyer reserves the right to review all documentation supporting qualification of Seller or Seller's sub-tier personnel and Certifying Staff.

5. Buyer Approvals - Buyer reserves the right to approve or specify any designs, tests, inspection plans, verifications, use of statistical techniques for product acceptance, and any applicable critical items, including key characteristics.

6. Test Requirements - Buyer reserves the right to designate requirements for test specimens for design approval, inspection and verification, investigation or auditing.

7. Records Retention - The Seller is required to retain all records related to this Order, including objective evidence of the quality of any items supplied (manufacturing, assembly, inspection, physical/chemical test reports, test and special process records and material certification records) for a period of seven (7) years after the final payment. Records shall be made available to Buyer upon request and at no additional charge.

8. Calibration - All Sellers providing calibration services shall be required to be certified to ISO17025 (or equivalent). All calibration certificates shall identify standards used and shall be traceable to NIST (National Institute of Standards Technology).

9. Approved Processors - Where required on the Order, Seller shall utilise only Buyer/Customer- approved special process sources.

10. Nonconforming Product/Material - The Seller shall notify the Buyer in the event of nonconforming product/material to include post-delivery. Only the Buyer's authorised manager or designee may disposition acceptance or rejection of the Seller's Nonconforming product/material, as coordinated through the Buyer's Contract Representative.

11. Changes Notification Requirement - The Seller shall notify the Buyer of any changes to a product's design, development, processes, manufacturers/suppliers, manufacturing location, and/or quality management system approval status. Seller shall obtain written approval from the Buyer's Contract Representative (all as coordinated with and authorised by the Buyer's Technical Representative) before delivering product affected by any such changes.

12. Right of Entry/Access - Buyer, its customers and regulatory authorities reserve the right of access to all supplier facilities, at any level of the supply chain, performing work on the Oder and to all applicable records. The Seller is required to provide support in the form of labour, materials, information, tools and equipment necessary to execute verification and survey activities.

13. Flow Down Requirement - The Seller shall flow down all applicable Buyer, Customer, U.S. Government (hereafter referred to as Customer), Regulatory and/or AS9100/AS9110 requirements to sub-tier suppliers (includes requirements in the purchasing documents and key characteristics where required). However, Buyer does not allow Seller to subcontract any product or process to a sub-tier supplier without prior expressed written consent of the Buyer, through the Buyer's Contract Representative.

14. Verification of Purchased Product - The Seller is responsible for conformity of all products purchased from suppliers/processors, including from sources defined by the Buyer or Buyer's Customer. Unless specifically authorised by the Buyer, Seller is not authorised to release purchased product for use until completion of all required verification activities. If approved by Buyer, Sellers documented procedures must include provisions for identification and records to allow recall and replacement if it is subsequently found that the product does not meet requirements.

15. Delegated Inspection Authority - When appropriate, the Buyer may delegate the inspection authority to the Seller, if the Seller has capability and approval to conduct such inspections. The Buyer will define the inspection requirements (including approved monitoring and measurement equipment/methods) in the Order, and the Buyer will maintain a record of approval granted to Seller to carry out such inspections. The Seller shall maintain a record of the delegation approval and present it with the product at delivery. Delegation of any inspection authority does not absolve the Seller of performing all appropriate inspections prior to shipment, or of its responsibility to provide conforming product, nor will it preclude subsequent rejection by the Buyer.

16. Source Inspection/Verification - The Buyer also may perform inspection activities at the point of origin (Seller's or its sub-tier's facilities) to ensure that purchased product meets purchase requirements prior to shipment/delivery to the Buyer. When the Buyer intends to perform verification at the point of origin, the Buyer will define the intended verification arrangements and the method of product release in the solicitation and in the Order. The Seller shall provide support to include, but not limited to labour, materials, tools and equipment necessary to perform the needed verification activities and shall provide access to the Buyer to all facilities where work is performed for the Order. The Seller is responsible for conformity of all products purchased from suppliers/processors, including from sources defined by the Buyer or Buyer's Customer. Verification and/or acceptance by the Buyer shall not be utilised by the Seller as evidence of effective control of quality by the Seller and shall not absolve the Seller of the responsibility to provide conforming product, nor will it preclude subsequent rejection by the Buyer.

17. Customer/Government Source Inspection/Verification – The Buyer's Customer/Government (also referred to as "Customer") may perform inspection activities at the point of origin (Seller's or its sub-tier's facilities) to ensure that purchased product meets purchase requirements prior to shipment/delivery to the Buyer/Customer. When the Buyer's Customer intends to perform verification at the point of origin, the Buyer will define the intended verification arrangements and the method of product release in the solicitation and in the Order. The Seller shall provide support to include, but not limited to labour, materials, tools and equipment necessary to perform the needed verification activities and shall provide access to the Buyer and Buyer's Customer to all facilities where work is performed for the Order. The Seller is responsible for conformity of all products purchased from suppliers/processors, including from sources defined by the Buyer or Buyer's Customer. Verification and/or acceptance by the Buyer's Customer shall not be utilised by Buyer or Seller as evidence of effective control of quality by the Seller and shall not absolve the Buyer or the Seller of the responsibility to provide conforming product, nor shall it preclude subsequent rejection by the Buyer or Buyer's Customer.

18. Counterfeit and Suspected Unapproved Parts - To prevent the purchase of counterfeit or suspect/unapproved products and to ensure product identification and traceability (and for other reasons), the Buyer implements controls that include the requirement of material verification and traceability to included, but not limited to Material Certificates, Certificates of Conformity, special tests and inspections and/or other supporting documentation from the Seller as is appropriate, as specified in the Order. The Seller agrees to use commercially reasonable practices to prevent counterfeit work from being delivered to the Buyer. The Seller shall only purchase new and authentic materials to be used in products to be delivered to the Buyer directly from the Original Component Manufacturer (OCM) or Original Equipment Manufacturer (OEM). Product shall not be acquired from distributors or brokers unless approved in advance in writing by the Buyer through the Buyer's Contract Representative.

19. Corrective Action Request - Where product or process non-conformances are identified by the Buyer or its Customer, a Corrective Action Request (CAR) may be issued to the Seller. The Seller agrees to take appropriate and timely action to respond to the CAR with an acceptable corrective action plan, subject to Buyer approval, and to implement the required corrective actions. When the Seller does not provide a timely and/or effective corrective action, the Buyer will take appropriate measures such as, but not limited to, termination for default, withholding payment, removing Supplier from the Buyer's Approval Supplier List, and/or legal action, as appropriate and solely at the Buyer's discretion.

20. Supplier Approval – The Seller is responsible for maintaining a Supplier Register with documentation to support their selection of subcontractors based on their ability to supply product that fulfill the Buyer's Order, including, but not limited to, evidence of customer-approved processor status. The Seller is responsible for ensuring their subcontractors holds the required approvals and certificates to provide the purchased product and for applying the appropriate level of control over the subcontractor's performance to ensure compliance with the Order. However, the Buyer does not permit the Seller to subcontract any portion of the Order without prior written approval from the Buyer's Contract Representative.

Purchasing Information – The Seller shall maintain purchasing records for all procurement actions related to the Buyer's Order that include purchase orders that fully describe the product to be purchased, including, where appropriate, requirements for: **a)** approval of product, procedures, processes, and equipment, **b)** qualification of personnel, **c)** quality management system, **d)** identification and revision status of all technical documents, **e)** design, test, inspection, verification (including maintenance process verification), use of statistical techniques for product acceptance, and related instructions for acceptance, and as applicable critical items including key characteristics, **f)** test specimens for design approval, inspection/verification, investigation or auditing, **g)** regarding non-conforming product notification and disposition approvals, and notification of changes in product process, suppliers, manufacturing facility locations and for obtaining approvals thereof, and flow down of requirements to the sub-tiers, **h)** records retention, **i)** right of access, **j)** specific authority approval, **k)** format and content of the delivery documentation package, and **l)** conditions under which product malfunctions, defects and un- airworthy conditions have to be reported and dispositioned. Reference AS9110 7.4.2.

21. Production and Service Provisions – The Seller shall control production and services by planning and carrying out production and services under controlled conditions, taking into consideration, as appropriate, processes controls to manage critical items, variable data as it applies to design, manufacturing and tooling, identification of in-process inspection/verification points when conformance cannot be verified at later stages of realisation, and performance of special processes. Controlled conditions shall include, as applicable: **a)** information that describes the characteristics of the product, **b)** work instructions, **c)** suitable equipment such as jigs, fixtures, molds and software programs, **d)** monitoring and measuring equipment, **e)** implementation of monitoring and measurement, **f)** implementation of product release, delivery, and post-delivery activities, **g)** accountability of all product during maintenance such as parts quantities, split orders and nonconforming product, **h)** evidence of completion of all inspection/verification as planned/required, **i)** provisions for prevention, detection and removal of foreign objects (including tools), **j)** monitoring and controlling utilities an supplies to the extent they affect conformity to product requirements (e.g.; water, compressed air, electricity, chemical products), **k)** clear workmanship criteria, **l)** compliance with standards, quality plans, manufacturers' recommendations, customer specifications and or documented procedures, **m)** maintaining a list of approved maintenance process capabilities and/or ratings, **n)** insuring that maintenance operations does not adversely affect areas outside the scope of the planned maintenance; and **o)** utilisation of equipment, tools and materials recommenced in the technical data for the article or as equivalent as approved by the authority.

22. Maintenance Process Verification – The Seller shall perform first application of maintenance processes evaluation, verification, and documentation and if applicable, obtain approval from the Buyer and/or authority, to verify that new processes (including the personnel, documentation and tooling, are capable of performing the maintenance in compliance with established requirements. Personnel that are authorised approve changes to maintenance processes shall be identified. The Seller shall control and document changes affecting processes, maintenance equipment, tools or software programs and the results of such changes shall be assessed to confirm that the desired effect has been achieved without adverse effects to product conformity.

23. Control of Maintenance Equipment, Tools and Software Programs – Seller shall utilise only maintenance equipment, tools and programs to automate and control/monitor product realisation processes that are defined by the technical data or demonstrated as equivalent, prior to use. The Seller shall periodically maintain and inspect the maintenance equipment, tools and programs, and shall define storage requirements including periodic preservation/conditions checks.

24. Post-Delivery Support – The Seller shall have the capability to provide post-delivery support, as applicable, for **a)** collection and analysis of in-service data, **b)** actions to be taken, including investigation and reporting, when problems related to the maintenance performed are detected after delivery, **c)** control and updating of technical data **d)** approval, control and use of repair schemes, and **e)** controls required for off-site work.

25. Validation of Special Processes – The Seller shall validate any process for production and service provision where the resulting output cannot be verified by subsequent monitoring or measurement (Special Processes) to ensure compliance with the requirements of the applicable technical data issued by the design approval holder. Validation shall demonstrate the ability of these processes to achieve planned results. The Seller shall establish arrangements for these processes including, as applicable: **a)** defined criteria for review and approval of the processes, **b)** approval of equipment and qualifications of personnel, **c)** use of specific methods and procedures, **d)** requirements for records, and **e)** revalidation.

26. Monitoring and Measurement of Product – The Seller shall monitor and measure the characteristics of product, at appropriate stages, to verify that product requirements have been met. Objective evidence of conformity of the acceptance criteria shall be maintained.

27. Business Ethics and Corruption – The Supplier shall comply with the AFC-POL-001 Ethics and Corruption Policy available on our website.

28. Safety Management System – By accepting this Terms & Conditions, the Seller formally acknowledges their critical responsibility in sustaining and enhancing aviation safety through our Safety Management System (SMS). The Seller commits to adhering to all applicable safety regulations, maintaining open communication with AFC by promptly reporting safety hazards, incidents, or deviations, and participating in scheduled safety reviews and audits. The Seller understands that their performance will be monitored as it directly influences AFC's risk assessments and overall safety objectives. Through ongoing collaboration, the Seller helps AFC identify risks early, share best practices, and drive continuous safety improvement throughout AFC's supply chain.