



## GENERAL TERMS & CONDITIONS OF PURCHASE

1. Definition Of Terms
  - (a) CAE is CAE New Zealand Pty Ltd, NZBN 9429041149133.
  - (b) SUPPLIER is the company, person, firm or any other business entity specified in this purchase order ("Order") for the supply of goods or services to CAE.
2. The SUPPLIER shall be registered for Goods and Services Tax (GST) and shall provide valid tax invoices in accordance with the Goods and Services Tax Act 1985.
3. Upon acceptance by the SUPPLIER, this Order is deemed to be subject to the conditions here on; these conditions shall supersede all conflicting SUPPLIER's Terms & Conditions of Sale. Commencement of any work or the performance of any service by the SUPPLIER shall constitute acceptance of this Order.
4. Any change or alteration to this Order including prices and terms and conditions may only be made by way of issue and acceptance of an amended Order. The signing of a Delivery Docket/Despatch Note by any CAE personnel is only an acknowledgment of delivery of goods and in no way constitutes an agreement to vary these terms and conditions or to accept alternative SUPPLIER's terms and conditions.
5. Unless delivery is affected within the time specified and to the requisite quality level, this Order or any part of it may be cancelled by CAE and without redress.
6. All goods supplied or work done in the execution of this Order shall conform as to the quantity, quality and description with the particulars and/or specifications contained in this Order and shall be of the best materials and workmanship of their respective kinds.
7. If samples have been supplied and approved by CAE, the goods so supplied shall be of the same quality and free of any defects which were not apparent when the samples were approved by CAE.
8. A Certificate of Conformance (C of C) shall be supplied with the goods when stated on the Order. Failure to enclose a C of C will render the goods liable to be returned at the SUPPLIER's risk and expense.
9. The SUPPLIER warrants that the goods delivered hereunder are free from defects in materials, workmanship and design. CAE shall be entitled to give written notice of any defect arising under the proper use of the goods within a period of 12 months from delivery, and having regard to the nature of the defect, the SUPPLIER shall at CAE's option repair or replace the goods free of charge.
10. The goods shall be packaged as customary to the trade; the packaging shall be adequate to protect the goods from damage whilst in transit or during delivery and shall take account of the mode of transport and associated handling procedures. Damaged goods are liable to be returned at the SUPPLIER's risk and expense.
11. The packaged goods shall be clearly labelled with the delivery address and Order Number shown on this Order. The packaging shall not bear obsolete delivery information.
12. Each package shall contain a Delivery Note identifying this Order Number and listing all delivered contents and referencing these against Order Item Numbers. Multiple packages of the same delivery shall be clearly marked 1/n, 2/n where n is the total number of packages in the delivery.
13. All invoices shall be sent to CAE, at the address shown on this Order and shall reference this Order Number and relevant Delivery Note numbers. Invoices will not be paid until CAE is satisfied that the delivered goods are totally compliant with the requirements of the Order. Payment terms are specified in the Order or otherwise net 30 days from CAE's receipt of the SUPPLIER's correct invoice.
14. The SUPPLIER shall be responsible for the goods until delivery to the point specified in the Order.
15. The SUPPLIER shall indemnify CAE against any loss or damage suffered by CAE and against any claims for injury to or death of any person or for loss of or any damage to the property of any other person by reason of any negligent act, or omission or breach of any law by the SUPPLIER or its employees, subcontractors or agents arising out of the execution of this Order.
16. Technical information, drawings, design and other data supplied by CAE are confidential and shall not without the prior written consent of CAE be disclosed to any third party; they shall be used solely for the purpose of this Order unless otherwise instructed.
17. Any tools, dies, jigs or models furnished or paid for by CAE shall remain the property of CAE and shall be returned in good condition on demand; they shall be used only for fulfilling CAE Orders and for no other purpose.
18. CAE may in its absolute discretion terminate this Order by giving written notice to the SUPPLIER. Such termination shall not prejudice the rights of either party to entitlements accruing up to the date of termination.
19. These terms and conditions are governed by the laws of New Zealand and any dispute arising which cannot be settled by negotiation between the parties shall be referred to the New Zealand Disputes Resolution Centre for arbitration.
20. No order is valid nor shall CAE be liable in respect of any purported order unless it is issued and confirmed on CAE's Order form.
21. Any Special Conditions pursuant to this Order shall take precedence over the General Conditions stated above.