

PURCHASE ORDER

STANDARD TERMS AND CONDITIONS OF PURCHASE

These Terms and Conditions of Purchase (**Terms**) apply to all Purchase Orders issued by Custom Denning Group of Companies (including Custom Bus Group Pty Ltd and all related entities) (**Custom Denning**). By accepting a Purchase Order, commencing supply, or delivering goods or services, the Supplier agrees to be bound by these Terms. These Terms supersede any terms and conditions proposed by the Supplier unless expressly agreed in writing by an authorised representative of Custom Denning.

PART A — FRONT OF PURCHASE ORDER CONDITIONS

- 1. Order Number** The Purchase Order number must be quoted on all invoices, delivery dockets, packing slips and correspondence. Failure to quote the Purchase Order number will result in delays in payment processing.
- 2. Acceptance of Specifications** Goods not meeting the specifications, drawings, or quality standards as stated in the Purchase Order will not be accepted. Custom Denning reserves the right to reject and return non-conforming goods at the Supplier's cost.
- 3. Cancellation for Late Delivery** Custom Denning reserves the right to cancel this order in full or in part, without liability, if goods are not received by the Due Date specified. Time is of the essence in respect of delivery.
- 4. Price Fixity** The price displayed on this Purchase Order is fixed and will be used for payment processing. Any price variation must be notified in writing to Custom Denning's purchasing department prior to order fulfilment. Retrospective price claims will not be accepted.
- 5. Monthly Statements** Suppliers must furnish a monthly statement of account by the 5th day of each calendar month. Statements must clearly reference all outstanding Purchase Orders.
- 6. ADR Compliance** All products supplied that are Australian Design Rule (ADR) related must comply with the current ADRs applicable at the time of delivery. No design, material, or specification changes that affect ADR compliance may be made without prior written authorisation from Custom Denning.
- 7. Invoice Submission** All tax invoices must be sent electronically to accounts@customdenning.com.au. Invoices must reference the Purchase Order number, part number, quantity, unit price, and GST amount where applicable.
- 8. Incoterms** Unless otherwise stated on the face of the Purchase Order, all goods are to be delivered DAP (Delivered at Place) to the delivery address specified, in accordance with Incoterms 2020. Risk and title in the goods passes to Custom Denning upon delivery and acceptance at the specified delivery address.

PART B — STANDARD TERMS AND CONDITIONS (REVERSE OF PURCHASE ORDER)

1. DEFINITIONS

- 1.1 "Custom Denning"** means Custom Bus Group Pty Ltd ABN 65 624 751 006 and all related entities within the Custom Denning Group of Companies, including its successors and assigns.
- 1.2 "Supplier"** means the party to whom the Purchase Order is addressed and who supplies Goods and/or Services.
- 1.3 "Purchase Order" or "PO"** means the written order issued by Custom Denning to the Supplier specifying the Goods and/or Services required.
- 1.4 "Goods"** means all items, materials, components, parts, and products to be supplied under a Purchase Order.
- 1.5 "Services"** means any work, labour, consultancy, or other services to be performed under a Purchase Order.
- 1.6 "Specifications"** means drawings, technical specifications, standards, samples, and any other requirements referenced in or attached to the Purchase Order.
- 1.7 "Defect"** means any failure of Goods or Services to conform to the Specifications, warranties, or any applicable standard.

1.8 "Intellectual Property Rights" means all copyright, patents, trademarks, designs, trade secrets, confidential information, and all other intellectual property rights whether registered or unregistered.

2. ACCEPTANCE AND CONTRACT FORMATION

2.1 A Purchase Order constitutes an offer by Custom Denning to purchase Goods and/or Services on these Terms. The contract is formed upon the Supplier's written acceptance, commencement of production, dispatch of Goods, or performance of Services — whichever occurs first.

2.2 These Terms take precedence over any terms and conditions of the Supplier, including any terms contained in the Supplier's quotation, acknowledgement, invoice, or website. No Supplier terms apply unless Custom Denning agrees in writing, signed by an authorised officer.

2.3 Any amendment to a Purchase Order is only valid if made in writing and signed by an authorised representative of Custom Denning.

3. PRICE AND PAYMENT

3.1 The price for Goods and/or Services is as stated in the Purchase Order and is fixed. Unless otherwise specified, prices are exclusive of GST and inclusive of all other charges, duties, and levies.

3.2 GST, where applicable, will be paid in accordance with the A New Tax System (Goods and Services Tax) Act 1999 (Cth) upon receipt of a valid tax invoice.

3.3 Custom Denning's standard payment terms are net thirty (30) days from date of receipt of a correctly rendered tax invoice, unless otherwise agreed in writing. Custom Denning may withhold payment for any invoice that does not comply with these Terms or that relates to Goods or Services that have been rejected.

3.4 Custom Denning reserves the right to set off against any amounts payable to the Supplier any amounts owed by the Supplier to Custom Denning arising from defective Goods, returned Goods, short deliveries, or any other claim.

3.5 Where the Purchase Order is denominated in a foreign currency, the Supplier bears all currency fluctuation risk unless a specific written hedging arrangement has been agreed with Custom Denning prior to order placement.

4. DELIVERY

4.1 The Supplier must deliver the Goods to the delivery address stated in the Purchase Order by the Due Date. Time is of the essence. Partial deliveries are only permitted with Custom Denning's prior written consent.

4.2 The Supplier must provide advance shipment notification including estimated delivery date, bill of lading or airway bill number, packing list, and relevant import documentation no later than 48 hours prior to dispatch.

4.3 All Goods must be properly packed and labelled to prevent damage in transit and to facilitate identification, handling, and storage. Each package must be marked with the Purchase Order number, part number, and quantity.

4.4 If delivery is delayed for any reason, the Supplier must notify Custom Denning immediately in writing, providing the reason for the delay and a revised estimated delivery date. Notification does not waive Custom Denning's rights under these Terms.

4.5 Custom Denning may, at its discretion, accept late delivery subject to a reduction in the purchase price of up to 2% per week of delay, or cancel the Purchase Order without liability.

4.6 Risk in the Goods passes to Custom Denning upon delivery to and acceptance at the specified delivery address. Title passes upon full payment of the invoice.

5. INSPECTION, ACCEPTANCE, AND REJECTION

SYDNEY

18 Vallance St
St Marys NSW 2760
Ph +61 (02) 9134 3510

ADELAIDE

103 - 107 South Terrace
Wingfield SA 5013
Ph +61 (08) 8465 2259



ABN: 65 624 751 006

5.1 Custom Denning and its authorised representatives have the right to inspect Goods at the Supplier's premises prior to dispatch, and at the delivery address upon receipt, at no additional cost.

5.2 Acceptance of Goods by Custom Denning does not occur until Custom Denning has had a reasonable opportunity to inspect the Goods following delivery. Payment of an invoice does not constitute acceptance.

5.3 Custom Denning may reject Goods that do not conform to the Specifications or these Terms within a reasonable period after discovery of the non-conformance, even if the Goods have been previously inspected or partially used in a manufacturing process.

5.4 Rejected Goods will be returned to the Supplier at the Supplier's cost and risk. Custom Denning may, at its option: (a) require the Supplier to replace the Goods at no additional cost; (b) require the Supplier to repair the Goods; or (c) obtain replacement goods from an alternative supplier and charge the Supplier for any additional cost incurred.

5.5 Custom Denning may also recover from the Supplier all direct costs arising from non-conforming Goods, including costs of inspection, rework, production downtime, and consequential delays to vehicle delivery programs.

6. WARRANTIES

6.1 The Supplier warrants that all Goods supplied will: (a) conform strictly to the Specifications; (b) be of merchantable quality and fit for the purpose for which they are intended; (c) be free from defects in design, materials, and workmanship; (d) comply with all applicable Australian and international standards, laws, regulations, and ADRs; and (e) be free from any encumbrance, lien, or third-party claim.

6.2 The Supplier warrants that all Services will be performed with due care and skill, by suitably qualified personnel, in accordance with the Specifications and all applicable laws.

6.3 Warranties provided by the Supplier are in addition to, and do not limit, any rights or remedies available to Custom Denning under the Australian Consumer Law or any other applicable legislation.

6.4 The warranty period for Goods shall be the longer of: (a) three (3) years from the date of registration of the vehicle to which the Goods are fitted; or (b) the warranty period provided by the Supplier or required by any applicable standard.

7. INTELLECTUAL PROPERTY

7.1 All Intellectual Property Rights in any drawings, specifications, designs, tooling, moulds, patterns, or data provided by Custom Denning to the Supplier remain the property of Custom Denning. The Supplier may only use such materials for the purpose of fulfilling the Purchase Order.

7.2 Where Goods or Services are developed specifically for Custom Denning (bespoke items), all Intellectual Property Rights arising from such development vest in and are assigned to Custom Denning upon creation, unless otherwise agreed in writing.

7.3 The Supplier warrants that the supply of Goods and Services does not infringe the Intellectual Property Rights of any third party. The Supplier indemnifies Custom Denning against any claim, loss, or expense arising from any such infringement.

7.4 All tooling, jigs, fixtures, or equipment purchased or paid for by Custom Denning and held at the Supplier's premises remain the property of Custom Denning, must be clearly identified as such, maintained in good condition, and returned to Custom Denning upon request.

8. CONFIDENTIALITY

8.1 The Supplier must keep confidential all information received from Custom Denning, including but not limited to Specifications, drawings, pricing, business processes, customer information, and vehicle programs (Confidential Information).

8.2 The Supplier must not disclose Confidential Information to any third party without Custom Denning's prior written consent, and must restrict access to employees and subcontractors who need to know it for the purposes of fulfilling the Purchase Order.

8.3 These confidentiality obligations survive termination or completion of any Purchase Order for a period of five (5) years.

9. INDEMNITY AND LIABILITY

9.1 The Supplier indemnifies and holds harmless Custom Denning, its directors, officers, employees, and agents from and against all claims, losses, damages, costs (including legal costs on a solicitor-client basis), and expenses arising from: (a) any breach of these Terms by the Supplier; (b) any Defect in the Goods or Services; (c) any act or omission of the Supplier or its subcontractors; or (d) any infringement of third-party rights.

9.2 Custom Denning's liability to the Supplier under or in connection with a Purchase Order is limited to the price payable for the Goods or Services under that Purchase Order. Custom Denning is not liable for any indirect, special, or consequential loss suffered by the Supplier.

9.3 The Supplier must maintain, at its own cost, adequate insurance including public and products liability insurance (minimum AUD 20,000,000 per occurrence), workers compensation insurance, and any other insurance required by law. Evidence of insurance must be provided to Custom Denning upon request.

10. COMPLIANCE WITH LAWS

10.1 The Supplier must comply with all applicable laws and regulations in the performance of any Purchase Order, including without limitation the Competition and Consumer Act 2010 (Cth), Australian Consumer Law, Work Health and Safety legislation, Modern Slavery Act 2018 (Cth), Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), and all relevant ADRs.

10.2 Modern Slavery: The Supplier warrants that it does not engage in, facilitate, or benefit from any form of modern slavery, forced labour, human trafficking, or child labour in its operations or supply chain. The Supplier agrees to cooperate with Custom Denning's modern slavery due diligence and reporting obligations under the Modern Slavery Act 2018 (Cth).

10.3 Anti-Bribery and Corruption: The Supplier must not offer, promise, give, request, or accept any bribe, kickback, or improper advantage in connection with any Purchase Order. The Supplier must have and maintain its own anti-bribery policies and procedures consistent with applicable laws.

10.4 Export Controls: The Supplier is responsible for complying with all applicable export control laws and regulations in the country of manufacture and supply.

11. CANCELLATION AND TERMINATION

11.1 Custom Denning may cancel a Purchase Order in whole or in part at any time by written notice to the Supplier. In the event of cancellation for convenience, Custom Denning's liability is limited to payment for Goods already delivered and accepted, and the cost of work in progress specifically and demonstrably attributable to the cancelled order, subject to the Supplier's duty to mitigate.

11.2 Custom Denning may immediately cancel a Purchase Order without liability if the Supplier: (a) fails to deliver by the Due Date; (b) delivers non-conforming Goods and fails to remedy the non-conformance within 5 business days of notice; (c) commits an insolvency event; or (d) commits a material breach of these Terms.

11.3 Upon cancellation or termination, the Supplier must promptly return all Confidential Information, tooling, and Custom Denning property.

12. SUBCONTRACTING

12.1 The Supplier must not subcontract the manufacture or supply of Goods, or the performance of Services, without Custom Denning's prior written approval. Such approval does not relieve the Supplier of its obligations under these Terms. The Supplier remains fully responsible for the acts and omissions of any approved subcontractor.

13. AUDIT RIGHTS

13.1 Custom Denning reserves the right, on reasonable notice, to audit the Supplier's quality management systems, manufacturing processes, and records to verify compliance with these Terms and the Specifications. The Supplier must provide reasonable access and cooperation for such audits.

14. FORCE MAJEURE

14.1 Neither party is liable for failure to perform its obligations (other than payment obligations) to the extent caused by a Force Majeure Event, being an event beyond the party's reasonable control, including natural disasters, acts of war, pandemic, government-mandated shutdowns, or port closures.

14.2 The party affected must notify the other in writing within 5 business days of the onset of the Force Majeure Event, and must use best endeavours to resume performance as soon as practicable. If a Force Majeure Event continues for more than 30 days, Custom Denning may cancel the affected Purchase Order without liability.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 These Terms and all Purchase Orders are governed by the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and the Federal Court of Australia.

15.2 Any dispute arising in connection with a Purchase Order must first be referred to senior representatives of both parties for good-faith negotiation. If not resolved within 20 business days, either party may refer the dispute to mediation administered by the Australian Commercial Disputes Centre before commencing litigation.

15.3 Nothing in this clause prevents Custom Denning from seeking urgent injunctive or other equitable relief from a court of competent jurisdiction.

16. GENERAL

16.1 Entire Agreement: These Terms, together with the Purchase Order, constitute the entire agreement between the parties in relation to the supply of the relevant Goods and/or Services and supersede all prior negotiations, representations, or agreements.

16.2 Waiver: Failure by Custom Denning to exercise or enforce any right under these Terms does not constitute a waiver of that right.

16.3 Severability: If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions continue in full force and effect.

16.4 Notices: All notices must be in writing and delivered by email (with read receipt) or registered post to the addresses shown on the Purchase Order. Notices take effect on the date of receipt.

16.5 Relationship: The Supplier is an independent contractor. Nothing in these Terms creates a relationship of employment, agency, or partnership between the parties.

16.6 Assignment: The Supplier may not assign or novate its rights or obligations under any Purchase Order without Custom Denning's prior written consent. Custom Denning may assign its rights to any related entity without consent.

CUSTOM DENNING GROUP OF COMPANIES

18-30 Vallance Street, St Marys NSW 2760 | ABN 65 624 751 006

T: +61 (2) 9134 3510 | Purchasing: purchasing@customdenning.com.au | Accounts: accounts@customdenning.com.au

These Terms and Conditions of Purchase are effective from June 2026 and apply to all Purchase Orders issued on or after this date.

SYDNEY

18 Vallance St
St Marys NSW 2760
Ph +61 (02) 9134 3510

ADELAIDE

103 - 107 South Terrace
Wingfield SA 5013
Ph +61 (08) 8465 2259



ABN: 65 624 751 006