



Transport Refrigeration Services Pty Ltd

Purchase Terms and Conditions

1. Definitions and interpretation

In these Terms: “Business Day” means a day other than a Saturday, Sunday or public holiday in Sydney, New South Wales; “Goods” means goods, materials, products, equipment, parts and other deliverables supplied under a Purchase Order; “Services” means services and any related deliverables; “Purchase Order” means a purchase order issued by TRS; “Supplier” means the person or entity named as supplier; “TRS” means Transport Refrigeration Services Pty Ltd ABN 77 002 086 697; and “Terms” means these Purchase Terms and Conditions.

A reference to law includes applicable legislation, regulations, codes and legally binding requirements as amended or replaced. “Including” does not limit the words preceding it.

2. Contract formation and priority

Each Purchase Order is an offer by TRS to purchase the Goods or Services on the Purchase Order and these Terms. The Supplier accepts that offer by acknowledging the Purchase Order, commencing performance, supplying any Goods or Services, or accepting payment.

These Terms prevail over any Supplier quotation, invoice, delivery docket, website terms or other standard conditions, unless TRS expressly agrees otherwise in writing. If there is inconsistency, the following order applies: any signed written agreement, special conditions stated on the Purchase Order, the Purchase Order, these Terms, then specifications or scope documents referenced by TRS.

No variation is binding unless agreed in writing by an authorised TRS representative.

3. Supply obligations

The Supplier must supply the Goods and Services in accordance with the Purchase Order, specifications, samples, drawings, applicable standards, reasonable TRS directions and all applicable laws. The Supplier must use suitably qualified, competent and properly supervised personnel.

Unless expressly agreed otherwise, Goods must be new, of acceptable quality, free from defects and encumbrances, fit for the disclosed or reasonably apparent purpose, and consistent with any representation or sample provided by the Supplier.

The Supplier must promptly notify TRS of any actual or anticipated delay, shortage, defect, non-conformance or circumstance likely to affect safety, quality, cost or delivery. Notification does not relieve the Supplier of its obligations.

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4. Delivery, title and risk

The Supplier must deliver to the location and by the date stated in the Purchase Order. Time is of the essence. Partial or early delivery requires TRS approval where it may affect TRS operations or storage.

Risk remains with the Supplier until the Goods are delivered to the specified location and accepted by TRS. Title passes to TRS on the earlier of payment or delivery, free from all liens, security interests and encumbrances. Title passing does not constitute acceptance.

The Supplier is responsible for suitable packing, marking, transport, unloading and protection of Goods unless the Purchase Order states otherwise. The Supplier must comply with dangerous goods and hazardous substance requirements and provide current safety data sheets where applicable.

5. Inspection, acceptance and rejection

TRS may inspect or test Goods and Services before or after delivery. Inspection, use or payment does not waive any right or constitute acceptance of a latent defect. Goods or Services are accepted on the earlier of TRS's written acceptance or 10 business days after delivery or completion if TRS has not notified the Supplier of their rejection. For repaired, replaced or reperformed Goods or Services, the 10-business-day period restarts on redelivery or completion.

TRS may reject non-conforming Goods or Services. At TRS's option, the Supplier must promptly repair, replace, reperform, remove or refund them, and reimburse reasonable costs caused by the non-conformance. Rejected Goods remain at the Supplier's risk and may be returned at the Supplier's cost. Title to rejected Goods reverts in the Supplier when TRS receives any applicable refund and the Supplier collects or receives the Goods.

6. Price, invoices and payment

The price is fixed and includes all costs of supply, packaging, freight, insurance, duties, charges and expenses, except GST stated separately, unless the Purchase Order provides otherwise.

A tax invoice must quote the Purchase Order number, describe the Goods or Services, identify relevant delivery or completion details, and comply with GST law. TRS may return or defer an incomplete or inaccurate invoice until corrected.

TRS will pay a correctly rendered invoice in accordance with the payment terms on the Purchase Order. TRS may withhold a genuinely disputed amount while paying any undisputed amount. Payment does not constitute acceptance.

The Supplier must not charge interest, fees or expenses not expressly agreed in writing. TRS may set off amounts the Supplier owes TRS against amounts payable to the Supplier, to the extent permitted by law.

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7. Changes

TRS may request a reasonable change to quantity, specification, timing, delivery location or scope. Before implementing a change that affects price or time, the Supplier must provide a written impact proposal. No adjustment applies unless approved in writing by TRS. The Supplier must continue unaffected work while a proposed change is considered.

8. Warranties and defects

The Supplier warrants that the Goods and Services will comply with the Purchase Order and these Terms; be free from defects in design, materials and workmanship; be fit for purpose; and be supplied with due care, skill and diligence.

Unless the Purchase Order or manufacturer warranty provides a longer period, the warranty period is 12 months from acceptance of the relevant Goods or completion of the Services. Any repaired or replaced item is warranted for the balance of the original period or 12 months from repair or replacement, whichever is longer.

The Supplier must promptly investigate and correct a warranty issue at its cost, including reasonable removal, transport, reinstallation and retesting costs. These warranties are additional to rights that cannot lawfully be excluded.

9. Compliance with laws, policies and standards

The Supplier must comply with all laws applicable to the Supplier, the supply and the place of performance, including requirements relating to employment, workplace relations, tax, privacy, competition, sanctions, import and export controls, anti-bribery, environment, work health and safety, modern slavery and human rights.

The Supplier must comply with site rules and reasonable TRS policies notified to it, including the TRS Supplier Code of Conduct. The Supplier must ensure its personnel and subcontractors do the same.

10. Work health and safety

The Supplier is responsible for the health and safety of its personnel and for discharging its duties under applicable WHS laws. Before attending a TRS or customer site, the Supplier must identify and control risks, provide required licences, competencies, SWMS or risk assessments, complete inductions, use required PPE and consult, cooperate and coordinate with relevant duty holders.

The Supplier must immediately stop unsafe work and immediately notify TRS of any incident, injury, near miss, hazard, regulator attendance, prohibition or improvement notice connected with the supply. The Supplier must preserve evidence and cooperate with investigation and corrective action.

11. Environment and regulated materials

The Supplier must prevent pollution, minimise waste and comply with environmental laws and licences. Hazardous chemicals, refrigerants, batteries and regulated materials must be packaged,

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labelled, transported, handled and documented lawfully. The Supplier must immediately notify TRS of any spill, unauthorised release, environmental harm or regulatory action connected with the supply.

12. Modern slavery and human rights

The Supplier must not engage in, cause, contribute to or knowingly benefit from modern slavery, human trafficking, forced labour, debt bondage, deceptive recruitment, servitude, child labour or other serious exploitation. The Supplier must take reasonable, risk-based steps to identify, assess, prevent and address such risks in its operations and supply chains.

The Supplier must comply with the Modern Slavery Act 2018 (Cth) where applicable and with equivalent laws in any relevant jurisdiction. The Supplier must maintain appropriate policies, due diligence and grievance mechanisms relative to its size, operations and risk profile.

The Supplier must not charge workers recruitment fees, retain identity documents except where lawful and voluntarily agreed for a legitimate purpose, or restrict a worker's freedom of movement or right to leave employment contrary to law.

13. Notification and cooperation

The Supplier must notify TRS promptly, and immediately where there is an urgent risk to a person, after becoming aware of any actual, suspected or alleged:

- modern slavery, human rights abuse, bribery, fraud or serious misconduct connected with the Supplier, the supply or a relevant supply chain;
- material breach of these Terms, the TRS Supplier Code of Conduct or applicable law;
- serious safety, environmental, quality, cyber, privacy or security incident affecting TRS, its customers, personnel, data, assets or reputation;
- regulatory investigation, enforcement action, product recall, insolvency event or other circumstance materially affecting the Supplier's ability to perform.

A notification must provide available relevant details, the immediate protection or containment steps taken, and the Supplier's proposed investigation and corrective action. The Supplier must provide updates, preserve relevant records and cooperate reasonably with TRS, affected stakeholders and lawful authorities. Notification does not require disclosure prohibited by law or loss of legal professional privilege.

14. Speak-up, whistleblowing and non-retaliation

The Supplier must maintain an accessible mechanism appropriate to its size and risk profile for workers and other stakeholders to raise concerns confidentially and, where practicable, anonymously. The Supplier must communicate that mechanism to relevant personnel and must assess reports fairly and promptly.

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The Supplier must not dismiss, discipline, threaten, intimidate, disadvantage or otherwise retaliate against a person who raises a concern in good faith, assists an investigation or makes a protected disclosure. The Supplier must protect confidentiality and the safety and interests of affected people to the extent reasonably practicable and lawful.

Supplier personnel and other eligible persons may also raise concerns directly with TRS through the contact stated on the Purchase Order, TRS Human Resources, the TRS Chief Executive Officer, or in accordance with the TRS Whistleblower Policy. Nothing in these Terms restricts a lawful report to a regulator, law enforcement body, union, professional adviser or other protected disclosure recipient.

15. Investigation, remediation and corrective action

Where TRS identifies or reasonably suspects a breach, risk or non-conformance, the Supplier must promptly investigate and, when requested, provide a written corrective action plan acceptable to TRS. The plan must address root cause, immediate containment, protection of affected people, corrective and preventive actions, responsible owners, target dates, evidence of completion and effectiveness checks.

The Supplier must implement the plan within agreed timeframes, provide progress reports and permit reasonable verification in accordance with clause 16. Corrective action and remediation must be proportionate, victim-centred where people are affected, and must not increase harm. The Supplier must consult TRS before abruptly disengaging from a sub-supplier or taking steps that may worsen outcomes for affected workers.

TRS may require rectification, replacement, reperformance, additional controls, worker remedy, training, independent review, suspension of affected supply or other reasonable action. Serious, repeated or unremedied breaches may result in rejection, suspension, removal from approved supplier status or termination, subject to applicable law. These rights are additional to other remedies.

16. Audit, records and assurance

The Supplier must keep complete and accurate records sufficient to demonstrate performance and compliance for at least seven years, or longer where law or the Purchase Order requires. Records may include supply chain due diligence, licences, insurances, training, wages and hours where relevant, incident reports, complaints, audits and corrective actions.

On reasonable notice, TRS may request and review records or evidence reasonably necessary to verify compliance with these Terms. TRS may conduct a site audit only where reasonably necessary because of a serious incident, credible allegation or legal requirement, and without notice only where advance notice would materially prejudice the audit. Any review or audit must be limited to relevant records and operations, protect confidential and personal information, not unreasonably disrupt operations, and not relieve the Supplier of responsibility.

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17. Anti-bribery, conflicts and ethical conduct

The Supplier must not offer, promise, give, request or accept a bribe, kickback, facilitation payment or improper advantage in connection with TRS. Gifts and hospitality must be lawful, modest, infrequent, transparent and not intended to influence a decision.

The Supplier must promptly disclose any actual, potential or perceived conflict of interest involving the supply or TRS personnel. The Supplier must maintain controls reasonably designed to prevent bribery, fraud and conflicts, and must cooperate with any related investigation.

18. Insurance

The Supplier must maintain insurance appropriate to the nature and risk of the supply, with reputable insurers, including workers compensation as required by law and, where applicable, public and products liability, motor vehicle, professional indemnity, cyber liability and property insurance.

Unless the Purchase Order states a different requirement, public and products liability cover must be not less than AUD 20 million for any one occurrence. The Supplier must provide certificates of currency on request and promptly notify TRS of cancellation, material reduction or lapse of required cover. Insurance does not limit liability.

19. Indemnity and liability

To the extent caused or contributed to by the Supplier or its personnel, the Supplier indemnifies TRS and its officers, employees and customers against loss, damage, liability, claim, cost and expense arising from personal injury or death, property damage, defective or non-conforming supply, breach of law or these Terms, negligence, wilful misconduct, or infringement of third-party intellectual property rights.

The indemnity is reduced to the extent that TRS's negligence or breach caused or contributed to the loss. Neither party excludes liability that cannot lawfully be excluded. The Supplier must not settle a claim affecting TRS without TRS's prior written consent, not to be unreasonably withheld. Unless the Purchase Order states otherwise, the Supplier's aggregate liability arising out of or in connection with a Purchase Order is capped at AUD 20 million. "The liability cap does not apply to liability arising from personal injury or death, fraud, wilful misconduct, breach of confidentiality, privacy or cyber security obligations, infringement of third-party intellectual property rights, the indemnity in this clause, or to the extent recoverable under insurance required by these Terms. The Supplier must promptly notify TRS of an indemnified claim and, at TRS's election, defend it at the Supplier's cost using counsel reasonably acceptable to TRS. TRS may participate in or assume control of the defence, and each party must provide reasonable cooperation. A delay by TRS in giving notice reduces the indemnity only to the extent the Supplier is materially prejudiced."

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20. Intellectual property

Each party retains ownership of intellectual property existing before the Purchase Order. Unless otherwise stated, intellectual property created specifically for TRS as a deliverable vests in TRS on creation, and the Supplier must execute documents required to confirm that ownership.

The Supplier grants TRS a perpetual, worldwide, irrevocable, royalty-free, transferable and sublicensable licence to use, reproduce, modify and maintain any pre-existing Supplier intellectual property incorporated into or necessary to use the Goods, Services or deliverables. The Supplier warrants that TRS's permitted use will not infringe third-party rights.

21. Confidentiality, privacy and cyber security

Each party must protect confidential information received from or about the other party and use it only to perform the Purchase Order. Disclosure is permitted only to personnel who need to know and are bound by equivalent obligations, or where required by law after prior notice to the other party where lawful.

The Supplier must comply with applicable privacy laws and implement reasonable technical and organisational safeguards for TRS information and systems. The Supplier must promptly notify TRS of any actual or suspected unauthorised access, use, loss, disclosure, cyber incident or data breach affecting TRS information, and must cooperate with containment, investigation, recovery and legally required notifications.

On completion or request, each party must return or securely destroy the other party's confidential information, subject to lawful record retention obligations.

22. Subcontracting

The Supplier must not subcontract a material part of the supply without TRS's prior written consent. Consent does not relieve the Supplier of responsibility. The Supplier must conduct reasonable due diligence and impose obligations on approved subcontractors consistent with these Terms, including notification, speak-up, audit and corrective action requirements.

23. Suspension and termination

TRS may suspend performance or terminate all or part of a Purchase Order immediately by written notice if the Supplier commits a material breach that cannot be remedied, fails to remedy a remediable breach within 30 days after written notice from TRS requiring remedy, becomes insolvent, creates an unacceptable safety or legal risk, or is involved in serious modern slavery, bribery, fraud or wilful misconduct concerns.

TRS may terminate a Purchase Order for convenience by written notice. In that case, TRS will pay for conforming Goods and Services supplied up to the effective date and reasonable, unavoidable, evidenced wind-down costs approved by TRS, but not loss of anticipated profit on unperformed work.

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On suspension or termination, the Supplier must protect and deliver TRS property and completed or paid-for work, cease use of TRS information, and reasonably assist transition. Clauses intended by nature to survive will continue, including confidentiality, intellectual property, warranty, audit, indemnity and governing law.

24. Force majeure

A party is not liable for delay caused by an event beyond its reasonable control that could not reasonably have been prevented or overcome, provided it promptly notifies the other party, mitigates the effect and resumes performance as soon as practicable. Labour shortages, price increases, lack of funds or a subcontractor failure are not force majeure unless directly caused by such an event and not reasonably avoidable.

If the event materially affects supply for more than 30 days, either party may cancel the affected portion without liability other than payment for conforming supply delivered or completed before cancellation, subject to TRS's inspection and rejection rights.

25. Notices

A notice under a Purchase Order must be in writing and delivered by hand, prepaid post or email to the address stated in the Purchase Order or later notified in writing. Operational communications may be sent to the usual TRS representative, but notices of breach, claim or termination must also be sent to the TRS registered office or Chief Executive Officer.

26. General

The Supplier is an independent contractor and has no authority to bind TRS. No waiver is effective unless in writing, and a failure or delay to exercise a right is not a waiver. If a provision is invalid or unenforceable, it is to be read down or severed to the minimum extent necessary without affecting the remainder.

The Purchase Order, these Terms and documents incorporated in accordance with the order of precedence record the entire agreement for its subject matter except for fraud or rights that cannot lawfully be excluded. Electronic acceptance and signatures are permitted. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

27. Dispute resolution, governing law and jurisdiction

Before commencing court proceedings, a party must give written notice of the dispute in accordance with clause 25, and senior representatives of the parties must meet within 10 business days after the notice and attempt in good faith to resolve the dispute. If the dispute remains unresolved 20 business days after the notice, the parties must refer it to mediation administered by Resolution Institute in Sydney before commencing court proceedings. Either party may commence court proceedings if the dispute is not resolved within 20 business days after referral to mediation. Nothing in this procedure prevents either party from seeking urgent interlocutory or injunctive relief.

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The Purchase Order and these Terms 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 courts entitled to hear appeals from them.

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