



Standard Purchase Order Terms and Conditions

This agreement is made between the Telix entity and the Supplier entity, each specified in the Purchase Order and this agreement comprises these Terms and Conditions, the Purchase Order and any other documents referenced in the Purchase Order. In the event of inconsistency, the following descending priority order applies: these Terms and Conditions, the Purchase Order and any other documents referenced in the Purchase Order to the extent of the inconsistency.

The Purchaser will only be bound by amendments to these Terms and Conditions if signed in writing by the Purchaser. Even if the Supplier does not sign these Terms and Conditions, the Supplier's performance and the supply of Products or Services under the Purchase Order will be deemed acceptance of these Terms and Conditions.

If the Purchaser and the Seller (or their respective Affiliates) have executed and signed alternative contractual terms or a master agreement governing the purchase of the Products and Services set out in the Purchase Order, then those alternative terms will apply instead of, and override anything to the contrary in, these Terms and Conditions.

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms and Conditions, the following definitions apply:

(a) "Affiliates" means any company, partnership, or other entity which at any time directly or indirectly controls, is controlled by or is under common control with either the Purchaser or the Supplier, including without limitation, and by example only, as a subsidiary, parent, holding company or joint venture alliance partner;

(b) "Confidential Information" means any business, technical, operational, product, customer or personnel information of the Purchaser, the Supplier or their respective Affiliates, service providers or collaboration partners, which is disclosed or obtained by the other in connection with the provision of the Products and/or Services;

(c) "Cure Date" has the meaning set out in clause 10.2;

(d) "Data Protection Laws" means all applicable laws and regulations protecting the privacy of individuals and their personal information in the Territory;

(e) "Delivery" means delivery of the Products and/or the performance of the Services, to the address specified for delivery in the Specifications or in the Purchase Order, as the case may be;

(f) "Disclosing Party" has the meaning set out in

clause 11.1;

(g) "Documentation" means the documentation relating to the Products and/or the Services, to be provided by the Supplier under clause 6.1;

(h) "Losses" means all direct losses, claims, liabilities, costs, expenses, and damages of any nature;

(i) "Out-of-Pocket Expenses" has the meaning set out in clause 4.1(d);

(j) "Personal Data" means personal information which identifies or is capable of identifying an individual, as further defined in the Data Protection Laws;

(k) "Price" means the amount in the relevant currency specified in the Purchase Order as the price for the Products and/or the Services. For the avoidance of doubt, Supplier may not charge for any costs incurred to prepare offer, quotations, concepts, or fee estimates;

(l) "Products" means any item, goods, deliverable, materials (if any) or otherwise set out or referenced in the Purchase Order provided by the Supplier pursuant to these Terms and Conditions;

(m) "Purchase Order" means the Purchaser's purchase order concerning the Products and/or Services to be delivered under these Terms and Conditions, with a unique identifying number and which evidences Telix's acceptance of the Supplier's proposal. The Purchase Order unique identification number

must be quoted on all Supplier invoices for the Products and/or the Services Delivered to the Purchaser for payment to occur;

- (n) "Purchaser" means the Telix entity specified in the Purchase Order at the address specified in the Purchase Order;
- (o) "Purchaser's Personal Data" has the meaning set out in clause 12.1;
- (p) "Receiving Party" has the meaning set out in clause 11.1;
- (q) "Services" means the services set out or referenced in the Purchase Order (whether or not related to the Products) to be provided by the Supplier pursuant to these Terms and Conditions and, including services to install or maintain the Products;
- (r) "Specifications" means the Purchaser's statement of requirements concerning the scope and performance specifications applicable to the Products and/or Services, including any Purchaser Policies;
- (s) "Terms and Conditions" means these terms and conditions, which may be amended from time to time by the Purchaser unilaterally and by notice in writing to the Supplier. Any amendments of these Terms and Conditions will apply only to orders for Products and/or Services placed after the effective date of such amendment; and
- (t) "Warranty Period" means the period of twelve (12) months commencing on Delivery of the Products unless a different warranty period is mandated by applicable law or set out in the Purchase Order in which case such period will be the warranty period for the Products.

2. SCOPE

- 2.1. In exchange for the Purchaser paying the Price, the Supplier will provide the Products and/or the Services in accordance with these Terms and Conditions.
- 2.2. Unless otherwise agreed in writing by the Purchaser or set out in the Purchase Order, these Terms and Conditions will prevail over any other terms and conditions, business terms, purchase conditions or order acknowledgement provided by the Supplier.
- 2.3. The Supplier acknowledges that it provides the Products and/or the Services to the Purchaser on a non-exclusive basis and subject to these Terms and Conditions,

nothing commits the Purchaser to any minimum volume beyond what is expressly specified in the Purchase Order.

- 2.4. Nothing in these Terms and Conditions will restrict the Purchaser's ability to obtain products and/or services the same as or similar to the Products and/or Services from any third party.
- 2.5. Nothing in these Terms and Conditions commits or guarantees any future purchases of the Products and/or the Services.
- 2.6. The Products and/or the Services are purchased for the benefit of the Purchaser and its Affiliates.
- 2.7. The parties will comply with all applicable laws and regulations applicable to the Products and/or Services and in performing these respective obligations, including without limitation applicable Australian and international anti-bribery and anti-corruption laws, environmental laws, health and safety laws, privacy laws, modern slavery laws, child labour laws, therapeutic good laws, advertising laws and codes of practice and quality standards, including Good Clinical Practices, Good Manufacturing Practices, Good Laboratory Practices, Good Pharmacovigilance Practices; quality standards such as Good Manufacturing Practice, Good Clinical Practice, Good Distribution Practice, Good Laboratory Practice.

3. DELIVERY

- 3.1. Except as otherwise agreed in the Purchase Order or the Specifications, the Supplier will deliver the Products and/or the Services to the Purchaser no later than 30 calendar days after the date of the Supplier's receipt of the Purchase Order.
 - 3.2. All delivery times are binding and are calculated from the date of the order.
 - 3.3. Unless alternative Incoterms 2020 are specified in the Purchase Order, Delivery, customs, insurance, import and export duties and transportation for the Products are at the expense and risk of the Supplier.
 - 3.4. The Supplier will pack the Products at its own expense as customary in the industry and to adequately protect against transport damage.
 - 3.5. If there are apparent defects in the Products
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on Delivery, Telix will notify within 5 business days and all other latent defects will be notified within 5 business days of discovery. The payment of invoices by Telix will not be deemed as unconditional acceptance of the Products.

4. PRICE, PAYMENT, AND INVOICING

- 4.1. The Purchase will pay all correct invoices within 45 days of date of invoice.
- 4.2. Unless otherwise agreed in writing with the Purchaser or set out expressly in the Purchase Order, the Price:
 - (a) is fixed and is not subject to any increased cost as a result of currency or cost of living fluctuations;
 - (b) is inclusive of all requirements including without limitation all packing, assembly, installation, labelling, customs, freight and transportation duties or charges;
 - (c) is exclusive of GST as stated in the Purchase Order and any applicable GST will be paid by the Purchaser at the prevailing rate prescribed by applicable law;
 - (d) to the extent that it requires the reimbursement of fees, costs or expenses for goods and services provided by the Supplier's subcontractor or third party suppliers (the "Out-of-Pocket Expenses"), such Out-of-Pocket Expenses will be agreed by the Purchaser in advance and the agreed Out-of-Pocket Expenses will be invoiced to the Purchaser at the Supplier's cost without additional mark-up or margin; and
 - (e) constitutes fair market value for the Products and/or the Services and does not constitute bribery or any other form of inappropriate inducement according to and under applicable law.
- 4.3. The Purchaser may reasonably dispute the legal validity, accuracy or correctness of the invoice and may withhold payment on the disputed portion (including on the entire portion, where the legal validity of the entire invoice is disputed) until the dispute is resolved. Clause 4.1 will not apply to any payment withheld by the Supplier pursuant to this clause 4.3.
- 4.4. The Supplier will provide the Purchaser with the invoice and where applicable, such information as the Purchaser may reasonably require to substantiate the Price.

- 4.5. If applicable, any prepayment of all or part of the Price will be kept separately from Supplier's assets and the Purchaser retains ownership of pre-payment until the Purchaser has received the full and complete delivery of the Products and Services according to the Specifications.

5. TITLE AND RISK IN PRODUCTS

- 5.1. Unless alternative Incoterms 2020 are specified in the Purchase Order, risk in the Products passes to the Purchaser on Delivery and title to the Products free of prior rights or interests of any person, passes to the Purchaser on payment of the Price (or portion of the price) that corresponds to the Products actually Delivered.
- 5.2. Any title which may be lawfully retained by the Supplier expires upon payment for the Products delivered to Telix and will apply only to such Products.

6. DOCUMENTATION

- 6.1. The Supplier will provide the Purchaser with all documentation relative to the Products and/or Services customarily provided by the Supplier on Delivery or as otherwise agreed.
- 6.2. All such documentation will be sufficient to enable the Purchaser to receive the full benefit of the Products and/or the Services, including without limitation documentation sufficient to operate, to make full use of and/or to maintain the Products without further reference to the Supplier.
- 6.3. If required by the Purchaser, the Supplier will discuss in good faith and enter into all required quality agreements and safety data exchange agreements relevant to the Products and/or the Services in order to comply with applicable laws and regulations and international quality standards, including without limitation Good Manufacturing Practices, Good Distribution Practices, Good Laboratory Practices and Good Pharmacovigilance Practices.

7. CANCELLATION, REJECTION AND OTHER PERFORMANCE FAILURES

- 7.1. If the Products and/or Services fail to materially comply with the Specifications, the Purchase Order, and/or the Supplier's published technical, functional or operational specifications, then without limitation to the Purchaser's statutory rights upon Delivery or if Delivery is delayed by more than 14 calendar days after the due date for delivery, then the Purchaser may:
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- (a) notify the Supplier in writing that, with immediate effect, the Purchaser terminates all or the relevant part of the Purchase Order for the Products and/or Services; or
 - (b) reject the affected Products or if in the Purchaser's opinion the delay or failure is severe, all of the Products including those previously supplied.

7.2. If the Purchaser rejects or terminates all or part of the Products and/or Services under clause 7.1, the Supplier will accept the return and either resupply the Products or Services within a reasonable time or refund the Price reasonably corresponding to the failure and any substantiated costs incurred by the Purchaser in returning the Products to the Supplier.

8. WARRANTIES AND INDEMNITIES

8.1. Without limitation to any statutory rights or warranties according to applicable law, the Supplier warrants that:

- (a) upon Delivery the Products and/or Services materially comply with the Specifications and the Purchase Order, and will continue to materially comply with the Specifications and the Purchase Order during the Warranty Period;
- (b) the Products conform to their description and are materially free from defects in design, materials, workmanship, and installation;
- (c) the Products are of satisfactory quality and reasonably fit for their purpose and use;
- (d) the Products are new and have not been used by any person, unless otherwise agreed in writing by the Purchaser;
- (e) it will comply with all applicable laws in manufacturing and supplying the Products and/or Services (including without limitation Good Manufacturing Practices and Good Distribution Practices);
- (f) the Products and/or Services will comply with all applicable laws, regulations and industry standards and the Supplier's published technical, functional, or operational specifications therefore;
- (g) all Services will be carried out by competent, suitably qualified and trained personnel;
- (h) the Products (and/or the Purchaser's and its Affiliates normal use of the Products) do not and will not at any time infringe the intellectual

property rights of any third party;

- (i) it is not aware of any conflicts of interest which could materially adversely affect the Supplier's ability to supply the Products and/or Services as required by these Terms and Conditions; and
- (j) it has the full and unrestricted right to Deliver the Products and/or the Services in accordance with these Terms and Conditions and all applicable laws.

8.2. The Supplier will indemnify the Purchaser from any Losses arising out of a breach by the Supplier of clause 8.1.

8.3. If, at any time during the Warranty Period, the Supplier becomes aware or the Purchaser notifies the Supplier of any failure of the Products and/or the Services to comply with clause 8.1(a) - (f), the Supplier will promptly rectify that failure at no cost to the Purchaser.

9. LIABILITY

9.1. Subject to clauses 9.2, 9.3 and the indemnification of any breach of the warranty set out in clause 8.1(h) which will not be limited by this clause, the maximum total liability of the Purchaser to the Supplier, and of the Supplier to the Purchaser, for any Losses arising out of or in connection with the provision of the Products and/or Services is limited to the total Price.

9.2. Neither the Purchaser nor the Supplier will be liable to the other party in connection with these Terms and Conditions for any lost profits, lost customers, loss of anticipated savings, loss of software or data or any other consequential or indirect loss falling within the same category.

9.3. Nothing in these Terms and Conditions excludes or limits either party's Losses for death or personal injury caused by its negligence or any other category of Losses which cannot be excluded or limited by applicable law.

10. TERM AND TERMINATION

10.1. These Terms and Conditions bind the Parties relative to the Delivery of the Products and/or Services. Clauses 8, 9, 11, 12, 14.2 will survive the Delivery of the Products and/or Services.

10.2. If the Purchaser has failed to pay an undisputed invoice for the Price by the due date and the Purchaser has not remedied that failure of payment within 14 calendar days of having receiving notice from the Supplier of the failure and the request that such failure be remedied

(the "Cure Date"), then the Supplier may immediately cease further Delivery of the relevant Products or Services by notice in writing to the Purchaser.

10.3. The Purchaser may cancel the Purchase Order without cause by providing the Supplier with at least 45 days advance notice in writing. If the Purchaser cancels the Purchase Order under this clause 10.3 then Purchaser will be liable to pay for Products and Services actually delivered at the effective date of cancellation.

10.4. The Purchaser may cancel the provision by the Supplier of any Products and/or Services remaining to be supplied by the Supplier to the Purchaser immediately by notice in writing to the Supplier:

- (a) in the circumstances of clause 7;
- (b) if the Supplier is bankrupt or enters (voluntarily or involuntarily) into any sort of insolvency proceedings; and
- (c) if the Supplier fails to deliver the Products and/or Services within the time period and quality requirements stated on the Specifications, as supplemented and/or clarified by the relevant Purchase Order and fails to remedy such failure to the Purchaser's satisfaction within fourteen (14) calendar days after receiving the Purchaser's request to remedy such failure.

10.5. Any cessation or cancellation under clauses 10.2-10.4 will not relieve the Purchaser of the obligation to pay to the Supplier for the Products and/or Services provided prior to the effective date of such cessation, cancellation, and termination.

11. CONFIDENTIALITY

11.1. A party (the "Receiving Party") will maintain in confidence the other party's (the "Disclosing Party") Confidential Information and will not use the Confidential Information for any other purpose without the Disclosing Party's prior written consent.

11.2. The Receiving Party may use, disclose, and/or store the Disclosing Party's Confidential Information:

- (a) for the purpose of performing its obligations under these Terms and Conditions;
- (b) for any other purposes required by applicable law;

- (c) within its organization and to its Affiliates or subcontractors on a "need to know" basis, provided all such recipients have signed a broad written confidentiality undertaking with the Receiving Party sufficient to protect the Disclosing Party's Confidential Information in accordance with these Terms and Conditions.

11.3. For the avoidance of doubt, the obligations of confidentiality in this clause 11 do not apply to information that is:

- (a) in the public domain other than through a breach of section 11.1 by the Receiving Party;
- (b) rightfully disclosed by a third party or known to the Supplier prior to the date of the Purchase Order; or
- (c) required to be disclosed by law, regulation or by any applicable stock exchange listing rules.

11.4. All Purchaser Confidential Information provided in connection with the Purchase Order will be used exclusively for the purpose of the respective transaction and will be returned upon completion of the transaction or destroyed on request, except that one archival copy may be retained by the Supplier solely for determining its legal obligations under these Terms and Conditions.

12. DATA PRIVACY

12.1. In providing the Products and/or Services, the Supplier will comply with the Data Protection Privacy Laws relating to the Personal Data of the Purchaser's or its Affiliates customers, personnel or consultants obtained by the Supplier in connection with these Terms and Conditions (the "Purchaser's Personal Data").

12.2. Without limitation to clause 12.1, the Supplier will:

- (a) process the Purchaser's Personal Data in only on the instructions of the Purchaser and ensure that it is used only as necessary to carry out the Supplier's obligations under these Terms and Conditions;
 - (b) ensure that the Purchaser Personal Data is kept secure and is not subject to any unauthorised or unlawful processing, accidental loss, destruction, or damage; and
 - (c) ensure that no Purchaser Personal Data is transferred outside the country where the purchase order is issued without the prior written consent of the Purchaser.
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13. INTELLECTUAL PROPERTY

- 13.1. The intellectual property rights of the Purchaser or the Supplier, as the case may be, which exist on the date the Supplier receives the Purchase Order, will continue to be owned by or licensed to the party introducing such rights.
- 13.2. All intellectual property rights in the Products and/or the Services which are created specifically for and paid for by the Purchaser under these Terms and Conditions as part of the Price, will be assigned to the Purchaser immediately upon their creation. The intellectual property rights are assigned for their worldwide exploitation, for the duration of term of protection and for all means, media, form or formats of exploitation, including without limitation, the right to reproduce, use, adapt, modify, transform, publish, distribute, publicly perform and communicate, translate and to prepare derivative works or to assign, sell or license such rights on an exclusive or non-exclusive basis.
- 13.3. The Supplier grants to the Purchaser and its Affiliates a non-exclusive, perpetual (or other maximum term permitted by applicable law), fully paid-up licence to use, copy, and store any of the Supplier's pre-existing intellectual property rights or third party rights, which form part of the Products and/or the Services and which are necessary for the Purchaser to receive the benefit of the Products and/or Services.
- 13.4. The Supplier will, at the Purchaser's request, do all acts and execute all documents reasonably required to enable the Purchaser to obtain the full intended benefit of this clause 13.
- 13.5. Any use by the Supplier of the Purchaser's or its Affiliates' business or product names, logos and trademarks requires the prior written consent of the Purchaser. All such names, logos and trademarks will remain the exclusive property of the Purchaser, its Affiliates, and their licensors, as the case may be.

14. MISCELLANEOUS

- 14.1. These Terms and Conditions supersede any prior and will apply without regard to any subsequent understandings, discussions or agreements relating to the same subject matter, as well as any standard terms and conditions of the Supplier.
- 14.2. These Terms and Conditions are governed by the laws of the location where the Telix entity is registered and are subject to the exclusive

jurisdiction of the Telix entity location.

- 14.3. The Purchaser will notify the Supplier of any variation or alteration of these Terms and Conditions implemented by the Purchaser.
- 14.4. The Supplier may subcontract its obligations with the Purchaser's prior written approval and will be responsible for the performance of the subcontractor to the required standard under these Terms and Conditions.
- 14.5. The Supplier may not assign and transfer or novate its obligation to supply the Products and/or Services pursuant to, or its rights arising from, these Terms and Conditions. The Purchaser may assign and transfer or novate its rights and obligations pursuant to or arising from these Terms and Conditions upon written notice to the Supplier of the occurrence of such assignment and transfer or novation.
- 14.6. If any provision(s) of these Terms and Conditions is illegal or unenforceable, such provision(s) will be severed and the rest may be enforced to the extent possible.
- 14.7. The Supplier and the Purchaser are independent contractors and neither party nor their respective personnel are in a partnership, joint venture, employment, or agency relationship as a result of or in connection with the supply of the Products and the Services.
- 14.8. Except as expressly specified herein, these Terms and Conditions are not intended to be enforceable or for the benefit of any third party.
- 14.9. Neither the Purchaser nor the Supplier will be liable for any Losses arising directly or indirectly from the failure or delay in performing its respective obligations under these Terms and Conditions to the extent and for the duration that such failure or delay is caused by circumstances outside its reasonable control.
- 14.10. These Terms and Conditions are negotiated and provided in the English and the English version will prevail to the extent of any inconsistency with the translated version.

Last Updated 14 October 2024

Signed by Telix	Signed by [ENTER Supplier Full Entity Name]:
Signature:	Signature:
Name of Authorised Signatory:	Name of Authorised Signatory:
Title of Authorised Signatory:	Title of Authorised Signatory:
Date:	Date:
