1. Contract

1.1 These Terms and Conditions (**Standard Conditions**) apply to the supply of all Goods/Services provided by Toll.

1.2 Details of the Goods/Services to be provided and any special conditions for a Customer are contained in the Proposal which together with these Standard Conditions, forms the contract between the parties (**Contract**).

1.3 In this Contract:

Australian Consumer Law means the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth) as applied as a law of the Commonwealth under that Act, and as a law of a State or Territory under any applicable State or Territory legislation;

Charges means Toll's quoted charges for the Goods/Services in the Proposal provided (or if none are agreed, Toll's then current price list or rates schedule published on Toll's website) together with any taxes, duties and government charges levied on the Goods/Services;

Customer means the company or other entity identified in the Proposal which is contracting with Toll for the Goods/Services;

Customer Trainee means personnel of the Customer partaking in the Training Services;

Deliverables means the deliverable, product, documentation, report, information or data which Toll is required to create and deliver under this Contract in connection with the performance of the Professional Services;

Force Majeure Event includes any:

a) act of God;
b) war, riot, civil commotion, act of public enemies, national emergency (whether in fact or law), revolution, act of terrorism or blockade;
c) strikes, lock-outs or other industrial disturbances;
d) computer software or hardware defect, problem, virus or cyber-attack;
e) epidemic or pandemic; or
f) other cause,

but only where such events or circumstances are beyond the reasonable control of Toll and are not caused or contributed to, in whole or in part, by a breach of the Contract by Toll;

Goods means the goods specified in the Proposal to be provided by Toll;

GST means goods and services tax levied in accordance with the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and the expressions "supply", "tax invoice" and "adjustment event" have the same meanings as in that Act;

Intellectual Property means all industrial and intellectual property rights including:

a) any invention or discovery, technique, method or process;
b) any computer program, integrated circuit, circuit layout or semiconductor chip layout or design, plan, drawing or design, or scientific, technical or engineering information or document including any of these things;
c) any trade mark, service mark, trade or product name or domain name; and
d) any customer list, database, trade secret, know-how, or right of secrecy or confidentiality in respect of any information or document or other Intellectual Property referred to in sub-paragraphs (a) or (b);

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

Professional Services means the professional services provided by Toll specified in the Proposal;

Proposal means the letter, proposal or order document issued by Toll and attached to these Standard Conditions containing details of the parties, Goods/Services, Charges and other conditions forming part of the Contract;

Related Body Corporate

a) has the meaning given to that term in the Corporations Act 2001 (Cth); or
b) if that Act does not apply, means an entity controlled by, controlling, or under common control with a party;

Services means the services specified in the Proposal to be provided by Toll and may include Professional Services and/or Training Services;

Toll means Air Support Queensland Pty Ltd (**ACN 148 808 155**) trading as Toll Uncrewed System or a relevant Related Body Corporate identified in the Proposal;

Toll Equipment means any equipment provided by Toll to the Customer for the purposes of providing the Services;

Training Services means the UAV training courses delivered by Toll; and

UAV means unmanned aerial vehicle.

2. About the Goods/Service

2.1 **General.** Toll relies on the details supplied by the Customer to plan, arrange and provide the Goods/Services. Toll may, in its discretion:

a) determine the method of providing the Goods/Services;
b) subcontract the whole or any part of the Goods/Services;
c) lease, hire or enter into any agreement for, or use, any asset or equipment to provide the Goods/Services; and
d) interact with any regulatory authority and complete any documents required to comply with any laws.

2.2 **Standard of Goods/Services.** Toll represents and warrants that:

a) the Goods/Services will be fit for the purpose for which goods/services of the same kind are commonly supplied and any other reasonable purpose made known to Toll;

b) it will provide the Customer with reasonable prior notice of the time (or times) the Goods will be delivered to the Customer or made available for collection by the Customer;
c) when transporting the Goods, the Goods will be securely packaged to prevent damage in transit or storage;
d) the Goods/Services, and use of them, will not infringe the rights, including any Intellectual Property rights or any person;
e) the Goods will be accompanied by all such documentation, condition reports, manuals, user guides and instructions from the original manufacturer;
f) the Customer will have the full benefit of any manufacturer's warranties that may be applicable to the Goods;
g) the Goods will be free of all liens, encumbrances at the time the Goods are delivered to the Customer or made available for collection by the Customer;
h) the Goods/Services will be provided in a proper, timely and efficient manner;
i) the Services will be performed only by personnel who hold the relevant and appropriate qualifications, permits and licences as required in the trade, industry or profession to provide the Services; and
j) the Goods/Services will comply with all applicable laws and industry standards applicable to the provision of the Goods/Services.

3. Goods

3.1 Deposit. On signing of this Contract, the Customer must pay a deposit to secure the order, being 10% of the Charges for the Goods (**Order Deposit**).

3.2 Cancellation. No order may be cancelled by the Customer except with the written consent of Toll. If there is a cancellation of the order by the Customer, Toll has the right to claim indemnity against all losses suffered by Toll as a result of such cancellation and retain the Order Deposit.

3.3 Title. Title to the Goods will pass to the Customer on the latter of:
a) Toll receiving full payment of the Charges for the Goods; and
b) the Goods being collected by the Customer, or delivered to the Customer.

3.4 Risk. The risk in the Goods remains with Toll until the date that the Goods are collected by the Customer or delivered to the Customer, after which the Customer assumes the risk in the Goods.

3.5 Storage. Toll reserves the right to charge a reasonable fee for storge if the Customer fails to collect the Goods or provide delivery instructions within 30 days of a request from Toll.

4. Professional Services. Toll will:
a) deliver the Professional Services within the timeframes specified in the Proposal (or if none specified as agreed between the parties);
b) deliver the Deliverables by the due dates specified in the Proposal (or if nothing specified, as soon as reasonably practicable);
c) provide regular updates to the Customer as to the progress of the Professional Services; and
d) ensure the Professional Services are delivered in accordance with any plans developed by Toll for the Professional Services.

5. Training Services

5.1 Booking. Training sessions can be booked by the Customer or the Customer Trainee contacting the Toll representative identified in the Proposal, which include all the details about the Training such as the Training start and end dates. Invoice must be paid in full at least 14 days after the training has completed, otherwise the booking will be subjected to the cancellation fees per clause 5.6

5.2 Technical Faults. Technical faults with Toll Equipment and facilities can occur from time to time. If this occurs and training needs to be halted it will be re-commenced as soon as possible. Scheduled finish times for training sessions must be maintained and Toll will reschedule another training session for the Customer to recover the lost training time.

5.3 Postponement. In the unlikely event where Toll is unable to conduct the Training Services for any reason, Customer Trainees will be notified as soon as possible. Customer Trainees will then be offered an alternative starting date. If this date is not suitable, then the Booking Deposit will be refunded in full.

5.4 Late Arrival. If the Customer or Customer Trainee is not present at the time agreed for the Training Services, Toll cannot extend the time for the Training Services and the Training Services will be considered cancelled under clause 5.6d). Toll, at is sole discretion will reschedule if possible but is under no obligation to do so.

5.5 Absences. If the Customer or Customer Trainee fails to attend a training session, Toll is under no obligation to re-schedule the session and it will be considered cancelled (and clause 5.6d) applies).

5.6 Cancellations. Due to the forward planning and allocation of resources necessary to schedule training sessions, cancellation requires the Customer to pay a percentage of the full cost of the canceled services as follows:

61 days or more: Fee credit or full refund if paid in full

46 – 60 days: 25% of the course fees

31 – 45 days: 50% of the course fees

30 days and under, or No show: 100% of the course fees

No fee is applicable if the Customers Trainee is substituted by another Customer Trainee. Prior notification is required.

5.7 The amount retained by Toll is required to cover the costs of staff and resources preparation which will have already been committed based on the Customer Trainee's initial intention to undertake the training.

5.8 Discretion may be exercised by the manager for Toll Uncrewed Systems in all situations if the Customer Trainee can demonstrate that extenuating or significant

personal circumstance led to their withdrawal. In these cases, the Customer Trainee may be offered a full credit to be applied to another scheduled training program in-lieu of a refund.

5.9 The Manager for Toll Uncrewed Systems may also authorise a refund of the Charges if the circumstances justify it. Where refunds are approved, the refund payment will be paid to the Customer within 30 working days from the time the Customer gave written notice to cancel a Customer Trainee's enrolment. Refund of the Charges are to be paid via electronic funds transfer using the authorised bank account nominated by the Customer on the Refund Request Form.

5.10 Credit. In the event where the Customer has an amount or course in credit with Toll, this credit will expire in 6 months, starting from the date credit is initiated. A credit is initiated upon a Customer's cancellation following prepayment and excludes credits arranged under a commercial agreement with Toll. The time limit may be extended at the discretion of the Manager for Toll Uncrewed Systems.

5.11 Customer Trainee Information and Prerequisites. The Customer acknowledges that certain training courses require the Customer Trainee to have met prerequisites, as set out in the Proposal or otherwise advised by Toll. The Customer will provide all information requested in relation to Customer Trainees to assess whether they are suitable for the training course. If the Customer does not provide the required information, a Customer Trainee may not be accepted into a training course. The Customer warrants and agree that:

a) it will inform the Customer Trainee that they must be dressed appropriately with enclosed shoes;

b) to the best of the Customer's knowledge after reasonable enquiry, the Customer Trainee is fluent in the English language (ICAO level 4 minimum) as training is given in English, unless otherwise specified in the Proposal;

c) it will inform the Customer Trainee that they must not be under the influence or alcohol or illegal drugs at any time during the training;

d) it will maintain a professional code of conduct at all times;

e) it will inform the Customer Trainee that they must whilst attending the Toll training centre, will fully comply with the provisions of any applicable Toll policies, rules and regulations in relation to access to and use of the facilities at Toll's training centre, including safety procedures which are posted at the facility; and

f) it will inform the Customer Trainee that they must not smoke at the Toll training centre in any area other than those designated.

5.12 Acknowledgment. The Customer acknowledges and agrees that simulator training and/or other services include the use of data and equipment, such as navigation data which differ from actual data and systems, when operating or flying actual UAV (i.e. other than in simulator situations). The Customer will ensure that Customer Trainees and all persons receiving training understand and accept the foregoing and Toll shall in no event be liable in relation thereto.

5.13 Certificates. Once the Customer Trainee successfully completes the training course in accordance with the requirements of the relevant training package Toll will issue a qualification/statement of attainment or course certificate (as appropriate) to the Customer Trainee.

5.14 Syllabus. Training sessions conducted with Toll instructors follow the Toll manual and training course syllabus valid on the date of training. Any material provided to the Customer Trainee in relation to training will be in the English language unless otherwise agreed.

6. Customer warranties

6.1 The Customer warrants that it:

a) has authority to enter into the Contract;

b) has fully and accurately completed any forms and provided any information requested; and

c) will comply with all laws.

6.2 The Customer acknowledges and agrees that if Toll gives possession of any of its assets or equipment ("personal property") at any time during provision of the Services:

a) the personal property is and remains at all times Toll's property and at all times the Customer holds the personal property as bailee; and

b) the Customer must not offer to sell, assign, sub-let, mortgage, pledge or otherwise part with possession or deal with the personal property in any way which is inconsistent with Toll's rights over the personal property; and

c) Toll is permitted at any time to retake possession of the personal property; and

d) the Customer is responsible for any damage to Toll's personal property (including a simulator or any other facilities used in the provision of the Services) and upon expiration of provision of the Services, or as otherwise agreed between the parties in writing, Customer will re-deliver all of Toll's personal property to Toll in the same condition that such personal property was delivered to the customer

7. Customer release and indemnity

7.1 The Customer releases Toll, its employees, agents and contractors from any liability for, and shall indemnify and hold them harmless from and against any and all losses, costs, damages, claims or expenses of whatever nature or for loss or damage to property or illness, injury or death (**Loss**) caused or contributed by a fraudulent, negligent or unlawful act or omission of the Customer or Customer Trainee. This indemnity will not apply to the extent that the Loss was contributed to by a fraudulent, negligent or unlawful act of Toll.

7.2 Toll releases the Customer, its employees, agents and contractors from any liability for, and shall indemnify and hold them harmless from and against any and all Losses caused or contributed by a fraudulent, negligent or unlawful act or omission of Toll. This indemnity will not apply to the extent that the Loss was contributed to by a fraudulent, negligent or unlawful act of the Customer.

7.3 Neither party will be liable for any indirect, economic, special or consequential loss or damage including but not limited to loss of revenue, profit, production, business, anticipated savings or claims, even if that party knows they are possible or otherwise foreseeable.

7.4 The indemnities in this clause are continuing obligations and survive the completion of the provision of the Goods and/or Services and/or the termination of the Contract. It is not necessary for either party to incur expense or make a payment before enforcing any indemnity conferred by the contract.

8. Charges

8.1 Unless otherwise stated in the Proposal or agreed between the parties:

a) Toll will invoice the Customer for the Charges payable for the Professional Services monthly in arrears within 30 days of completion of the relevant Professional Services;

b) full payment of the Charges for the Goods must be made before the Goods can be collected or delivered to the Customer; and

8.2 The Customer must pay an invoice issued by Toll within 14 days of the date of the invoice. If any invoice is due but unpaid, Toll may withhold the provision of any further Goods or Services until the overdue amounts are paid in full.

8.3 In addition to the Charges set out in the Proposal relevant to the particular Goods/Services, the Customer must also pay:

a) any additional costs for Toll to comply with any new or amended laws or requirements of any regulatory authority in relation to the Goods/Services;

b) any excise, customs duty or applicable taxes in relation to the Goods/Services (including any fine or penalty);

c) interest at 4% per annum if any charges are not paid on the date for payment together with any legal or other reasonable expenses incurred in the collection of past due amounts; and

d) all costs and expenses of attending training including, but not limited to flights, accommodation, living expenses; and

e) where required for the relevant Training Services:

i. practical placement fees that may be charged by external organisations;

ii. uniform or clothing requirements; and

iii. medical or health requirements; and

iv. re-enrolment for units of competency not completed by the Customer Trainee within the timeframes associated with the training course completion date.

9. GST

9.1 **Interpretation**. In this condition 9, a word or expression defined in the GST Law has the meaning given to it in that legislation.

9.2 **GST exclusive amounts**. Any consideration to be paid or provided for a supply made under or in connection with these conditions, unless specifically described in these conditions as GST inclusive, does not include an amount on account of GST.

9.3 **GST gross up.** Despite any other provision in these conditions, if a party (Supplier) makes a supply under or in connection with these conditions in respect of which GST is imposed (not being a supply the consideration for which is specifically described in these conditions as GST inclusive):

a) the consideration payable or to be provided for that supply under these conditions is increased by, and the recipient of the supply (Recipient) must also pay to the Supplier, an amount equal to the GST payable by the Supplier on that supply; and

b) the amount by which the GST exclusive consideration is increased must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.

9.4 **Reimbursements (net down).** If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the loss, cost or expense.

9.5 **Tax Invoice**. A party need not make a payment for a taxable supply made under or in connection with these conditions until it receives a tax invoice for the supply to which the payment relates.

9.6 **Adjustment events**. If it is determined on reasonable grounds that the amount of GST paid or payable by the recipient on any supply made under or in connection with the Contract differs for any reason from the amount of GST recovered or recoverable from the recipient, then:

a) if the Supplier's corrected GST amount is less than the previously attributed GST amount, the Supplier will refund the difference to the Recipient; or

b) if the Supplier's corrected GST amount is greater than the previously attributed GST amount, the Recipient will pay the difference to the Supplier; and

c) the Supplier must issue an adjustment note to the Recipient within 28 days.

10. Limitations and exclusions

10.1 Clause 10.2 only applies where the Goods/Services are not supplied by Toll under a Consumer Contract or Small Business Contract.

10.2 Each parties' aggregate liability for each event or series of connected events in connection with this Contract will be limited to the total Charges for the Goods/Services under the Contract, other than in respect of property damage, personal injury or death which are uncapped.

10.3 Toll does notexcludeorlimittheapplication ofany laws, including the Australian Consumer Law, where to do so would contravene those laws or cause any part of these conditions to be void.

10.4 Toll excludes from these Standard Conditions all warranties, terms and guarantees implied by laws, general law or custom except for any the exclusion of which would contravene any laws or cause this condition to be void

10.5 The Customer, Customer Trainee(s) and its personnel attend on Toll's site and receive the Goods/Services at the Customer's risk at all times and to the extent lawfully possible Toll excludes all liability to the Customer and its personnel for any claims, loss, damage, delay, injury, illness or death howsoever arising except where Toll or its employees have acted negligently or fraudulently.

11. Insurance. The Customer shall maintain any and all insurances cover for the Customer Trainees and personnel, such as but not limited to insurance covering general liability, personal injury and/or death, expenses relating to medical and/or dental treatment, loss or damage of personal property and/or property of Toll and liability towards third parties and Toll shall not cover any direct or indirect associated costs or expenses arising out of any of these.

12. Data protection. Toll will use any Personal Information that the Customer and the Customer Trainee(s) provide to Toll in accordance with the Privacy Act 1988 (Cth) and Toll's Privacy Policy, a copy of which is available at ***https://www.tollgroup.com/about/policies-procedures/privacy-policy.***

The Customer acknowledges and agrees that Toll will retain the details of the Customer and all Customer Trainee(s) in accordance with Toll's records management policies.

13. Force majeure. If Toll cannot carry out an obligation under the Contract either in whole or in part because of a Force Majeure Event, then performance of that obligation will be suspended for the duration of the event or waived to the extent applicable.

14. Confidential information. The Customer must not disclose, or allow to be disclosed to any person, any of Toll's confidential information without prior written consent. The Customer must only use confidential information for the purpose for which it was disclosed and must not make use of Confidential Information or any part of it to Toll's competitive disadvantage. Toll may retain a copy of all documents related to the Goods/Services for its records, subject to the continuing obligations under this condition .

15. Intellectual Property & announcements

15.1 All pre-existing Intellectual Property in connection with any documents, training materials, plans, specifications, designs, drawings, sketches and materials provided for or in connection with the provision of the Services remains Toll's property. The Customer must not claim any interest in the pre-existing Intellectual Property and must not disclose any pre-existing Intellectual Property to any third parties.

15.2 Any documentation provided by Toll during the provision of the Training Services remains Toll Intellectual Property and is intended for the Training Services only and may therefore only be used for training purposes during the provision of the Training Services by Toll. Such documentation must not be used for any other activity, including but not limited to, flight operations or aircraft maintenance by Customer or Customer Trainee.

15.3 Unless otherwise stated in the Proposal or agreed between the parties, all Intellectual Property in the Deliverables created by Toll performing the Professional Services remains Toll Intellectual Property. Toll grants to the Customer a non-exclusive, non-transferable, perpetual and royalty-free licence to use, copy, reproduce, modify and adapt the Deliverables only for the purposes of obtaining the benefit of the Services and this Contract.

15.4 The Customer must not make any public or media announcement, statement or other release in relation to Toll, its facilities or the Services without prior consent. Unless advised otherwise in writing to Toll, the Customer agrees to Toll listing the Customer in any marketing, sales or publicity material and the Customer grants a royalty-free license to use the Customer's name and logo for that purpose.

16. Termination of Contract

If either party fails to comply with a term of the Contract and does not rectify such failure to the other's satisfaction within an appropriate manner from receipt of written notice from that party, then the first party may terminate the Contract and immediately cease provision of the Goods/Services. In the case of Toll terminating the Contract on the basis of this clause, Toll will be under no obligation to reimburse the Customer for Goods/Services that have been paid for but not yet performed due to the Customer's failure to comply.

16.1 Toll Personnel. Toll contracts as agent and trustee for its employees, agents and subcontractors so they also have the benefit of the Contract and these Standard Conditions (including any exclusions or limitations of liability) to the same extent and as if they were parties to it.

16.2 No Transfer. The Customer shall not be entitled, without the prior written consent of Toll, to assign or transfer to a third party all or part of the Contract.

17. Relationship

17.1 The relationship between the Customer Trainee(s) and Toll is that of Customer Trainee as student and Toll

as instructor/training provider and/or simulator provider as applicable.

17.2 Toll has no responsibility to the Customer or to any Customer Trainee in respect of annual leave, sick leave, long service leave, public holidays, redundancy payments or other similar benefits under any law or industrial instrument.

17.3 Toll and the Customer acknowledge the intention to establish and maintain a genuine arms-length independence of each other for the purposes of the Contract as contemplated by this clause and that the Contract is to be construed in every relevant respect to give effect to that intention.

17.4 Without limiting clause 7, the Customer indemnifies Toll against all claims (and all loss, damage, taxes, penalties, interest and other expenses flowing from those claims) made by the Customer, any Customer Trainee or any person claiming through the same, in any way arising out of the Contract and which are inconsistent with the relationship stated in this clause.

18. Other matters which affect the Contract

18.1 The laws of Queensland apply to the Contract and any legal proceedings must be commenced in a court of Queensland.

18.2 If a condition or part of a condition is unenforceable, it must be severed from and does not affect the rest of the Contract.

18.3 Any waiver, discharge or release of a condition or any amendment to the Contract (except if a process for amending an aspect of the Contract is expressly set out above) must be agreed between the parties in writing and signed.

18.4 A reference to any law includes any statutory modification, substitution or re-enactment of it.

18.5 The Contract constitutes the entire agreement between the Customer and Toll and supersedes all previous communications, whether oral or written, relating to the subject matter of the Contract, except to the extent that any prior representations are recorded in the Contract.

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