

## Transurban Standard Terms and Conditions

### 1. General.

1.1 In the absence of an existing written contract between the parties in effect as of the Purchase Order date for the particular goods or services being purchased, the Purchase Order (including any attachments thereto) ("**Purchase Order**") and these Standard Terms and Conditions (together, the "**T&Cs**") will constitute the entire agreement between Transurban (USA) Inc., Transurban (USA) Operations, Inc. or any of its affiliate or subsidiary entities identified on the Purchase Order ("**Customer**") and the supplier identified in the Purchase Order ("**Supplier**") for the provision, purchase and sale of the goods ("**Goods**") and/or services ("**Services**") and together with the Goods, the "**Supplies**") set forth in the Purchase Order, and Customer and Supplier agree that the T&Cs replace in their entirety Supplier's pre-printed or standard terms and conditions for provision of the Supplies. These T&Cs are binding on the parties and their successors and assigns.

1.2 The Supplier will be deemed to have accepted the T&Cs at 5:00pm on the next business day following the day on which the Supplier received the Purchase Order ("**Acceptance Date**"), unless the Customer is notified otherwise by the Supplier in writing prior to that time.

1.3 If there is an inconsistency between the Purchase Order and these T&Cs, these T&Cs prevail to the extent of the inconsistency, unless the Purchase Order makes a specific reference to the contrary intent.

1.4 In these T&Cs, unless the context otherwise requires: words importing the singular include the plural and vice versa; reference to a person includes a body politic, a body corporate and a natural person; a reference to USD, US\$, \$ or dollar is to United States currency; and headings are for guidance only and do not affect the interpretation of the T&Cs. References to "including" and variations thereof mean "without limitation" and are illustrative.

2. Performance - The Supplier agrees to deliver Goods and provide Services that comply with the T&Cs, and at the time and place and in the manner specified in the Purchase Order and these T&Cs or otherwise specified by the Customer, and if no time is specified, as soon as practicable and in any event within a reasonable time. Supplier must promptly notify Customer in writing of any anticipated delay in the delivery of Goods or performance of Services. No substitute or alternate Supplies can be provided without Customer's written consent.

3. Warranties – In addition to other warranties provided by law, the Supplier represents and warrants that:

(a) Supplier is authorized and has all necessary rights and licenses to sell and deliver the Goods and provide the Services;

(b) Supplier will supply the Goods and provide the Services in accordance with all applicable laws, regulations and industry standards, including any applicable laws concerning labor relations, non-discrimination in employment and wages and hours laws;

(c) the Supplies will meet all specifications, descriptions or statements of requirements of the Customer in respect thereto, whether part of, attached to, or incorporated by reference in, the Purchase Order, or otherwise made known to the Supplier;

(d) all Goods will meet Supplier's published specifications and standards, will be new (not used or reconditioned), genuine, free from any defects or encumbrances, of merchantable quality and fit for the purpose intended;

(e) the Services will be performed in a workmanlike and professional manner, at a high standard with all due skill, care and diligence and by appropriately qualified and competent personnel;

(f) the Supplies, and the use thereof by Customer, will not infringe or violate the patent, copyright, trademark, trade secret, design or other intellectual property rights ("**Intellectual Property**") of any third party, or subject Customer to a requirement to pay compensation to a third party in connection with such use; and

(g) all staffing or personnel provided by or through Supplier has all necessary visas and other required permits and authorizations, and meets all other eligibility criteria, to work in the United States and for Customer in the capacity for which such staff or personnel is provided. The warranties above shall survive inspection, acceptance, and payment.

### 4. Delivery.

4.1 Supplier must pay all delivery charges in connection with the delivery of the Goods including charges for packing, crating, export, import, freight and insurance charges, unless the Purchase Order expressly indicates that the Price is exclusive of delivery charges. The packages with the Goods must: (a) be labelled with the Customer's Purchase Order number; (b) contain an itemized packing slip; and (c) be properly packed for safe and secure delivery. Customer reserves the right not to accept partial or incomplete deliveries of Supplies.

4.2 If the Goods (or any item comprising the Goods) have not been delivered by the date specified for delivery on the Purchase Order for any reason other than that which is caused by the Customer, the Customer may: (a) require the Supplier to deliver at its sole expense such Goods by the most expeditious means of transportation; or (b) terminate the Purchase Order without liability and return, at the Supplier's expense, any items of Goods that may have been delivered and paid for by the Customer. The Supplier must promptly refund to the Customer the amounts paid for the items of Goods returned.

### 5. Defective Supplies.

5.1 Notwithstanding Section 6, delivery of the Supplies by or on behalf of the Supplier or payment therefor will not under any circumstances be deemed to be acceptance of those Supplies by the Customer.

5.2 If the Supplies do not meet the requirements of the T&Cs, the Customer may reject those Supplies. Without prejudice to any other right or remedy of the Customer (including all rights and remedies under the Uniform Commercial Code as enacted in any applicable jurisdiction), the Customer may, at its option, require the Supplier to: (a) replace, without cost to the Customer, the rejected Goods with Goods that satisfy the requirements of the T&Cs; (b) refund any payment made for the rejected Supplies; or (c) promptly repair the Goods or re-perform the Services, to the satisfaction of the Customer and at Supplier's expense.

5.3 The Supplier must reimburse the Customer for any costs incurred in relation to returning rejected Goods.

6. Title and Risk - Title to and risk of loss of or damage to the Goods passes to the Customer on delivery to and acceptance by the Customer.

7. Price and Taxes.

7.1 Supplier will provide the Supplies for the price set forth in the Purchase Order, subject to any credits or discounts to which Customer may be entitled as a result of early payment, volume purchases, refunds or cancellations, defective Supplies and other accommodations from Supplier (the "**Price**"). The total Price set forth in the Purchase Order should be inclusive of: (a) all sales, use, service, VAT, GST, Internet and other taxes, duties and governmental assessments imposed on the purchase, sale, delivery, import, export or provision of the Supplies or in connection with the performance of the T&Cs; (b) all amounts payable for the use (whether in the course of manufacture or use of the Goods or the performance or enjoyment of the Services or the use of the outcomes of the Services) of any Intellectual Property; and (c) all charges for supply of the Goods or the performance of the Services.

7.2 The Supplier must not impose any charges (other than the Price) such as charges for testing, inspection, packing, delivery, employee benefits or taxes and insurance.

7.3 If the Supplier announces a reduction in the price for any supply before the Goods have been delivered or the Services completed, the reduced price will automatically apply and the Supplier must invoice the Customer accordingly.

8. Payment.

8.1 Subject to satisfactory performance by the Supplier, unless otherwise stated in the Purchase Order, Customer will pay the Price no later than 45 days after the receipt by the Customer of a correct invoice to [invoices@transurban.com](mailto:invoices@transurban.com). Customer will be entitled to any early payment discounts offered by the Supplier.

8.2 An invoice will be correctly rendered if it: (a) is issued after the Goods are delivered to the Customer and/or the Services are performed or the applicable payment milestones provided in the Purchase Order have been satisfactorily achieved, in accordance with the T&Cs; (b) is accompanied by reasonable documentation substantiating the amount claimed; (c) contains the Customer's Purchase Order number and to the extent applicable, the delivery address, delivery date of the Goods, completion date of Services, line item description, quantity of Goods delivered or backordered, unit purchase price for Goods, unit fees for Services, serial numbers for the Goods, taxes and a list which separates prices and fees for taxable, non-taxable and tax exempt Supplies.

8.3 Customer's only liability to Supplier or Supplier affiliates with respect to the Supplies or the T&Cs shall be limited to the amount of the Price set forth in the Purchase Order.

9. Conduct by the Supplier.

9.1 If this Purchase Order requires Supplier or personnel provided by Supplier to perform work on Customer or an affiliate's premises, Supplier shall take all necessary precautions to prevent any injury to persons or damage to property during the progress of such work. The Supplier must, when using the Customer's premises or facilities for any purpose related to the performance of the T&Cs, comply with any reasonable directions and with all policies of the Customer including the Customer's code of conduct, and policies and procedures relating to access and use of information systems and networks, occupational health and safety policy and smoke-free/alcohol-free workplace policy. The Supplier must comply with the Customer's policies whether specifically drawn to the attention of the Supplier or as may be reasonably inferred from the circumstances. In particular, the Supplier must review and commit itself to the Customer's [Supplier Sustainability Code of Practice](#).

10. Intellectual Property.

10.1 Supplier agrees that all Intellectual Property howsoever created as a result of performance of Services (or by any staff or personnel supplied to Customer hereunder) vests solely in the Customer upon creation, including Intellectual Property in any reports, designs, logs, technical data, manuals, training materials, guides and specifications provided or generated as part of the Services ("**Customer IP**"). Supplier hereby irrevocably assigns to Customer all right, title and interest in and to the Customer IP, including the Intellectual Property therein and all tangible copies thereof, without reservation of rights. The Supplier must not use, disclose, distribute to others, create derivative works of, sell or copy such Customer IP except for the benefit of Customer in connection with the Services.

10.2 Without limiting Section 10.1, to the extent that any Supplies include, embody or require for its use or sale the Intellectual Property of Supplier or any Supplier affiliate or subcontractor involved with the provision of such Good or Service ("**Supplier IP**"), the Supplier hereby grants the Customer and Customer's affiliates a non-exclusive, transferable, worldwide, royalty free and irrevocable license to use, copy and create derivative works of the Supplier IP in connection with the Supplies provided, as those may be expanded, modified or enhanced by or for Customer or its affiliate (and successors or assigns).

10.3 Supplier agrees to execute and deliver such other reasonable documents and assignments as are necessary to effectuate the grants and conveyances in Sections 10.1 and 10.2 above.

10.4 The Supplier will not furnish the name, trade mark or proprietary indicia of the Customer as a reference, or utilize the name, trade mark or proprietary indicia of the Customer in any manner.

#### 11. Confidential information.

11.1 The Supplier that it will not disclose and will not use for any purpose other than the provision to Customer of the Supplies, and will ensure its and its affiliates' officers, employers, agents and subcontractors do not disclose or use for any other purpose, (i) any information, data and materials of the Customer or of any of Customer's affiliates or their other respective third party contractors or suppliers which has been disclosed or made accessible by any means or in any medium in connection with the procurement, provision, implementation or support of the Supplies (including any information relating to research, development, business plans, technologies, prototypes, finances, business operations and trade secrets), and (ii) any information, data and materials resulting from the Services (any and all of the foregoing, "**Confidential Information**"). This Section does not apply to information which is part, or becomes part, of the public domain other than by breach of the T&Cs or by unlawful conduct or which is required by law to be disclosed.

11.2 The Supplier must, and must ensure that its and its affiliates' employees, contractors, agents and assigns: (a) only use or alter the computer systems, software and data of Customer or of an affiliate with the prior, express written authorization of Customer; (b) comply with any direction from the Customer in relation to computer systems, software or data of Customer or any affiliate; and (c) comply with copyright laws which prohibit the making or use of any unauthorized copies of computer software.

11.3 The Supplier agrees that in connection with the provision of Supplies it will not attempt to derive or access, or collect, use, disclose, store, transfer or otherwise handle any personal information or protected health information of any individual ("**Personal Data**") except only to the extent that it is reasonably necessary for the performance of its obligations to the Customer and only in accordance with applicable laws, regulations and privacy policies, and subject to the directions provided by Customer. Supplier agrees to have in place reasonable and industry-accepted security measures and safeguards to protect the Personal Data from unauthorized access or use by others.

11.4 The Supplier must immediately notify the Customer of a breach or possible breach of any of its obligations under this Section 11.

#### 12. Indemnity and insurance.

12.1 The Supplier agrees to indemnify and hold harmless the Customer against any loss, damages, liability and expense (including reasonable attorneys' fees) arising out of, or as a consequence of: (a) any unlawful or negligent act or omission of the Supplier or its or its affiliates' employees, agents or subcontractors ("**Supplier Group**"); (b) breach of the T&Cs by anyone in the Supplier Group; (c) any allegation that any Supplies or the use thereof, infringes or violates the Intellectual Property of any third party; (d) any claim by any personnel provided by Supplier or an affiliate for benefits, wages, insurance coverage, or other compensation from Customer or an affiliate; or (e) personal injury, death or property damage or loss by anyone in the Supplier Group.

12.2 In the event of a claim relating to any actual or alleged infringement of any Intellectual Property pursuant to Section 12.1(c) above, the Supplier agrees, at its expense and at the election of the Customer to: (a) procure for the Customer the right to continue using the affected Supplies free from any infringement; (b) modify the Supplies so that the Customer is no longer infringing any Intellectual Property without causing a loss of functionality or performance; (c) promptly replace the Supplies with other goods or services free from infringement of any Intellectual Property which have the same or better performance or functionality capabilities than the original Supplies; or (d) accept the return of the Supplies at the Supplier's expense and promptly refund the Customer all monies paid in connection with the affected Supplies.

12.3 In addition to the insurances that the Supplier is required to maintain by state, federal or local legislation, ordinance, regulation or law, from the date of the Purchase Order until the fourth (4th) anniversary of the last Supplies delivered under the Purchase Order, the Supplier agrees to maintain in effect insurance coverage sufficient to cover any loss or costs that may be incurred and for which the Supplier is liable in connection with the Supplies, including: (a) commercial general liability insurance in the amount of one million dollars (US\$1,000,000) per occurrence and in the aggregate annually for contracts of less than one hundred thousand dollars (US\$100,000), or two million dollars (US\$2,000,000) per occurrence and in the aggregate annually for contracts of greater than one hundred thousand dollars (US\$100,000); (b) for the Goods, product liability insurance for not less than two million dollars (US\$2,000,000) per occurrence and in the aggregate annually; (c) for Services, professional liability insurance in the amount of one million dollars (US\$1,000,000) per claim and in the aggregate annually; (d) automobile liability insurance for all owned, non-owned and hired automobiles, trucks and trailers, licensed or unlicensed used in respect to the Services for not less than five hundred thousand dollars (US\$500,000) combined single limit for bodily injury and property damage; (e) workers' compensation insurance within the statutory limits of workers' compensation laws applicable in the state in which the Services are performed and employer's liability insurance in an amount no less than one million dollars (US\$1,000,000) (for bodily injury by accident and by disease (policy limit and each employee)); and (f) Umbrella / Excess Liability in excess of the underlying limits noted above for employer's liability, commercial general liability and automobile liability in the amount of two million dollars (US\$2,000,000) per occurrence and in the aggregate annually for contracts of less than one hundred thousand dollars (US\$100,000) or five million dollars (US\$5,000,000) per occurrence and in the aggregate annually for contracts greater than one hundred thousand dollars (US\$100,000). The Supplier must provide evidence of such insurance upon request by the Customer.

13. Termination for default or insolvency - The Customer may at any time terminate the Purchase Order effective immediately by giving written notice to the Supplier if the Supplier fails to provide the Supplies as required or breaches the T&Cs, and fails to cure within fifteen (15) days of the Customer's notice. To the extent permitted by law, Customer may terminate a Purchase Order if Supplier ceases to conduct normal business operations, or if any proceedings under bankruptcy or insolvency laws are brought by or against Supplier or a receiver is appointed or applied for, or Supplier makes an assignment for the benefit of creditors, without liability, except for deliveries previously made and for Supplies completed and subsequently delivered in accordance with the T&Cs.

14. Termination for convenience - The Customer may at any time prior to the delivery of the Goods: (a) terminate the Purchase Order with respect to those Goods without incurring any liability; or (b) require the Supplier to substitute any items of Goods with other goods that are available from the Supplier. The Customer's liability is limited to the difference (if any) in the Price and the standard price of the substituted goods. The Customer may at any time prior to the completion of the Services, terminate in whole or in part the Purchase Order with respect to the Services not yet performed by providing ten (10) days prior written notice to Supplier. In that case, the Customer's liability is limited to payment for the Services properly rendered prior to termination. Termination of the Purchase Order does not affect any accrued rights or

remedies of a party.

15. Miscellaneous.

15.1 Waiver of any provision of or right hereunder must be in writing signed by the party entitled to the benefit of that provision or right, and is effective only to the extent set out in the written waiver.

15.2 The Customer may set off any amount it owes the Supplier against any amount owing, or claimed by the Customer to be owing, by the Supplier to the Customer under this or other Purchase Orders for similar Supplies.

15.3 All remedies stated in the T&Cs are non-exclusive, and the parties shall have available all remedies available at law.

15.4 The Supplier must not assign or subcontract its obligations under the T&Cs, in whole or in part, without the consent of the Customer, provided that this does not restrict Supplier in using subcontractors or other third parties to manufacture or distribute Goods.

15.5 These T&Cs do not create a relationship of employment, agency, joint venture or partnership between the Supplier and the Customer.

15.6 A term or part of a term of the T&Cs that is illegal or unenforceable may be severed from the T&Cs and the remaining terms or parts of the term and these T&Cs will continue in force.

15.7 Sections 3 (Warranties), 5 (Defective Supplies), 10 (Intellectual Property), 11 (Confidential information), 12 (Indemnity and insurance), 16 (Applicable Law and Venue) and this Section 15.7 will survive expiry or termination of the T&Cs and fulfilment of the Purchase Order.

15.8 The T&Cs constitute the entire agreement between the parties in connection with its subject matter, and may only be amended by a writing signed by the parties expressly stating the intention to amend.

16. Applicable law and Venue - The T&Cs will be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, excluding any conflicts of laws principles. Any lawsuits between the parties or their respective affiliates relating to the T&Cs shall be brought exclusively in the Eastern District of Virginia or the State courts sitting in Fairfax County, Virginia. Each party waives the right to a jury trial to the fullest extent permitted by law.

17. Signatures – Any signatures or counterparts submitted electronically shall be treated as original signatures.