



**Australian Government**  
**Department of Defence**

Defence Industry Branch  
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DIF ACT LoRS 459/2017

Marine Equipment International Pty Ltd  
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**LETTER OF RECOGNISED SUPPLY**

This letter recognises the contribution made by Marine Equipment International Pty Ltd in support of the Australian Defence Organisation.

From the 5 July 2016 to 6 October 2017 Marine Equipment International Pty Ltd supplied replacement tubing for the Landing Helicopter Deck (LHD), HMAS Canberra, in support of Australian Defence Force naval operations.

In recognition of the above, this letter is presented to Marine Equipment International Pty Ltd in accordance with the Department of Defence Letter of Recognised Supply scheme.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Alison Everett', written over a circular stamp.

Alison Everett  
Defence Industry Facilitator- ACT

10 Nov 2017

*This letter may be reproduced by Marine Equipment International Pty Ltd. If Marine Equipment International Pty Ltd wishes to reproduce this letter, it must reproduce the letter in its entirety. Failure to do so may render Marine Equipment International Pty Ltd ineligible to apply for further recognition under the Letter of Recognised Supply scheme.*

*Marine Equipment International Pty Ltd may not represent this letter as any form of quality endorsement or preferred supplier status by the Australian Defence Organisation for Marine Equipment International Pty Ltd's products or services.*

## Letter of Recognised Supply - Terms of Use

### Underpinning Principles of the Letter of Recognised Supply (LoRS)

1. The LoRS is intended to provide the recipient company (the **Recipient**) with recognition of their ability to deliver a product and/or service which meets the stringent standards and requirements of the Australian Defence Organisation.
2. The LoRS does not provide or represent any endorsement by the Commonwealth regarding a particular product, service or company.

### Display, Reproduction, Reference and Use of the LoRS

3. Subject to the following conditions, the Recipient may:
  - 3.1. display the LoRS or a copy of the LoRS;
  - 3.2. reproduce the LoRS and use the reproduction in the Recipient's usual course of business; and
  - 3.3. reference the LoRS in the Recipient's usual course of business.
4. When reproducing the LoRS the Recipient must ensure that the LoRS is reproduced in full, with no errors or omissions.
5. When referring to the LoRS the Recipient must ensure that:
  - 5.1. the reference is consistent with the Underpinning Principles of the LoRS in clauses 1 and 2 above; and
  - 5.2. the reference includes both a description of what was supplied by the Recipient and the date of the supply.
6. When using the LoRS or a copy of the LoRS the Recipient must ensure that the LoRS or the copy is not used in a way which may lead a third party to think that the LoRS represents any sort of endorsement by the Commonwealth.

### Liability and Indemnity

7. The Recipient acknowledges that the Commonwealth is not liable for any loss or damage caused by the Recipient's use of the LoRS
8. The Recipient shall indemnify the Commonwealth, its officers, employees and agents from and against any liability, loss, damage, costs (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), and expense arising out of or as a consequence of a default or unlawful or negligent act or omission on the part of the Recipient, its officers, employees agents or subcontractors incurred or suffered by any person arising from any:
  - 8.1. use by the Recipient of the LoRS; or
  - 8.2. breach or alleged breach by the Recipient of these Terms of Use.

### Revocation of the LoRS

9. The Commonwealth may immediately revoke the LoRS by written notice to the Recipient if the Recipient is in breach of these Terms of Use, without prejudice to any other rights of action or remedy which the Commonwealth may have.
10. If the Commonwealth elects to revoke the LoRS, the Recipient must:
  - 10.1. immediately either return or destroy the LoRS as directed by the Commonwealth; and
  - 10.2. immediately cease all use of the LoRS and destroy any remaining electronic or hard copies in its possession; unless the Commonwealth gives written permission to delay such destruction, return or cessation for a period determined by the Commonwealth.

### Applicable Law

11. These Terms of Use will be governed by the laws of the Australian Capital Territory. The courts of the Australian Capital Territory shall have non-exclusive jurisdiction to decide any matter arising out of these Terms of Use.