



Australian Government
Department of Defence
Defence Materiel Organisation

WA Business Access Office
Building 13 – G8
Locked Bag 5001
FREMANTLE WA 6959
Australia

BAO/WA/AF10812611

Ref: 147 – IKAD Engineering Pty Ltd

Mr Benjamin Faulkner
Commercial Manager
IKAD Engineering Pty Ltd
2/55 Quill Way
Henderson WA 6166

LETTER OF RECOGNISED SUPPLY

To Mr Benjamin Faulkner,

This letter recognises the contribution made by *IKAD Engineering Pty Ltd* in support of the Australian Defence Organisation.

Between November 2005 and May 2012 the company supplied maintenance and engineering services to the Defence Materiel Organisation in support of the propulsion systems for Royal Australian Navy ANZAC and Adelaide Class Guided Missile Frigates.

In recognition of the above, this letter is presented to IKAD Engineering Pty Ltd in accordance with the Defence Materiel Organisation *Letter of Recognised Supply* scheme.

Yours sincerely,

Victor Abramowicz
WA State Manager
DMO Business Access Office

18 May 2012

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

IKAD Engineering Pty Ltd may not represent this letter as any form of quality endorsement or preferred supplier status by the Defence Organisation for IKAD Engineering 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.



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BAO/WA/AF10810661

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Mr Benjamin Faulkner
Commercial Manager
IKAD Engineering Pty Ltd
2/55 Quill Way
Henderson WA 6166

Letter of Recognised Supply

Thank you for your application for a Letter of Recognised Supply (LoRS). Please find enclosed your official LoRS letter which includes the *Terms of Use* that you agreed to during the application process.

The LoRS scheme is designed to help sustain Australian Defence industry capability by acknowledging the successful supply by an Australian company to Defence. Your Company will be able to use the LoRS to assist in bidding for new work, and as evidence that you have supplied your product on time, on budget and to specification to the Australian Defence Organisation.

We look forward to your future involvement with the Australian Defence Organisation, and if you would like any further information on doing business with Defence please contact your local Business Access Office on 1800 621 783.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Victor Abramowicz'.

Victor Abramowicz
BAO-WA Manager
DMO Business Access Office

18 May 2012