

1 Definitions

Capitalised words in this Purchase Order shall have the meanings defined below or the meanings specified on the cover page.

'Applicable Anti-Bribery Law' means any bribery, fraud, kickback, or other similar anti-corruption law or regulation of any relevant country, including as applicable the UK Bribery Act 2010 or the US Foreign Corrupt Practices Act 1977 (as amended from time to time)

'Confidential Information' means all documents and information that are confidential, non-public or proprietary in nature, received by or brought into existence by the Vendor in connection with this Purchase Order, which relates to this Purchase Order, the dealings between the parties, or to the business, technology or other affairs of the Purchaser or its client.

'Defect Liability Period' means a period of 12 months after the Delivery Date (unless a longer period is otherwise specified).

'Delivery Date' means the date by which the Vendor must deliver the Goods or complete the Services that is specified in this Purchase Order.

'Goods' means the goods described in the Purchase Order.

'Human Rights' means the obligations imposed on any of the parties relating to basic human rights, the prevention of modern slavery and the requirements of good corporate citizenship, including compliance with the United Nations Charter of Human Rights, and any laws that prohibit any activity, practice, conduct or engagement that would constitute slavery, forced labour, modern slavery, human trafficking or similar conduct.

'Personal Data' means any and all personal data in respect of any identifiable individual and which will be processed by the Vendor in the performance of its obligations under this Purchase Order.

'Price' means the total price as specified on the cover page, which shall include all costs, taxes and charges.

'Purchase Order' means the agreement between the Vendor and Purchaser as documented by the cover page, these terms and conditions and (if attached or incorporated by reference) other documents relating to the Goods and/or Services.

'Purchaser' means the party specified on the cover page.

'Receipt' means when the Purchaser receives the Goods and/or Services at the delivery place.

'Services' means the services described in the Purchase Order.

'Taxes' mean all taxes, fees, levies, duties and charges including income tax, sales tax, customs duty, excise tax, stamp duty, goods and services tax, and withholding tax.

'Vendor' means the party specified on the cover page.

'Vendor's Personnel' means the vendor's officers, directors, employees, representatives, agents and sub-contractors.

Words in the singular shall include the plural and vice versa. Headings are for convenience only and shall not affect interpretation. The term 'including' means 'including without limitation'. A reference to a person includes a reference to a

corporation or legal person. A reference to legislation or statutory instrument includes any modification or re-enactment and includes a regulation issued under it. If there is any conflict, ambiguity, error, omission or inconsistency between the documents forming part of the Purchase Order, then the Purchaser shall determine the interpretation and notify the Vendor in writing.

2 Supply of Goods and Services

The Vendor's acceptance by acknowledgement or performance of the Purchase Order shall constitute acceptance of the Purchase Order in full as the entire contract between the parties and no representations or statements by any person shall be binding unless expressly included in this Purchase Order. Any terms and conditions provided by the Vendor shall be of no legal effect and shall not form part of this Purchase Order. By entering into this Purchase Order, the Vendor agrees to supply the Goods and/or Services in full compliance with the requirements of this Purchase Order in consideration for payment of the Price. The Vendor warrants that the Goods and/or Services shall comply with all applicable laws, be fit for their intended purpose and that the Goods shall be manufactured using new materials and be of merchantable quality.

3 Price and Payment

Unless otherwise expressly stated in this Purchase Order the Price shall be fixed and firm, not subject to rise and fall, be in Australian dollars and be unaffected by exchange rate fluctuations. Unless otherwise expressly stated in this Purchase Order payment of the Price will be made after Receipt, following which the Purchaser will make payment within 30 days after the receipt of the Vendor's invoice for payment which shall be in a format reasonably acceptable to the Purchaser. The Price includes the supply of all labour, tools, plant, equipment, materials, travel, accommodation, licences and all other items necessary to provide the Goods and/or Services in accordance with the Purchase Order.

4 Taxes

The Vendor is and shall remain liable for payment of all Taxes. If any Tax is imposed, the Vendor must pay the full amount to the relevant authority and indemnifies the Purchaser against any failure to do so.

5 Title and Risk

Unless otherwise specified in this Purchase Order, title to and property in the Goods passes to the Purchaser upon payment of the Price (whether in part or in full) or upon Receipt (whichever occurs first). Title and property in the Goods shall pass to the Purchaser (and remain) free of all encumbrances, liens and charges. Unless otherwise expressly stated in this Purchase Order, risk in the Goods remains with the Vendor until Receipt.

6 Insurance

The Vendor must procure and maintain with reputable insurance companies with a minimum S&P rating of A- or equivalent, at its cost:

- (i) insurance covering the Goods for their replacement value (plus an allowance for cost and freight) until Receipt;

- (ii) public and product liability insurance for an amount of not less than \$10,000,000 any one claim and unlimited in the aggregate except with respect to products liability ;
- (iii) Workers' compensation insurance as required by law;
- (iv) motor vehicle insurance;
- (v) other insurances as would reasonably be expected to be maintained by a party providing similar Goods and/or Services.

The Vendor must, if requested by the Purchaser, provide certificates of currency to the Purchaser.

The Vendor shall ensure that all insurance policies:

- (vi) are in place prior to the Vendor commencing performance of any of its obligations under this Purchase Order;
- (vii) note the interests of the Purchaser and its clients as principal; and
- (viii) are maintained until the expiry of the Defect Liability Period.

With respect to the public and product liability insurance policy, the Vendor's policy must unless prohibited by law:

- (ix) include Purchaser and its clients as an additional insured for their respective rights and interests with a waiver of subrogation in favour of all parties
- (x) include a cross liability clause in which each insured is treated as a separate insured and include provisions where insurance available to an insured is not prejudiced by the actions of another insured party.

With respect to the workers' compensation insurance policy, the Vendor's policy must unless prohibited by law:

- (xi) be indorsed to indemnify Purchaser and its clients as Principal against any liability which they may incur to the Vendor's employees, arising by virtue of the applicable workers' compensation statute or regulations or at common law;
- (xii) provide cover in respect of each and every claim for an amount not less than the minimum statutory requirements; and
- (xiii) waive all express or implied rights of subrogation against Purchaser, its clients and their personnel.

7 Delivery and Completion

The Vendor must ensure that:

- (i) the Goods are provided and/or the Services are performed in a timely, safe, orderly and workmanlike manner, in accordance with this Purchase Order, applicable standards and good industry practice;
- (ii) the Services are completed by the Delivery Date; and
- (iii) the Goods must be suitably packaged and delivered to the delivery place by the Delivery Date.

8 Defect Rectification

At any time up to the expiry of the Defects Liability Period if the Purchaser is of the view that there is a defect in the Goods and/or Services or the Goods and/or Services do not comply with the Purchase Order, then the Purchaser may direct the Vendor to either repair or replace such Goods and/or Services and the Vendor must, at its cost, promptly comply with such direction. If the Vendor fails to comply with such direction the Purchaser may perform or engage the services of a third party to perform (without giving notice to the Vendor) rectification work at the Vendor's cost. Payment or the signing of delivery receipts shall not constitute acceptance of the Goods and/or Services. This provision shall not limit any other remedies, including at law, the Purchaser may have.

9 Confidentiality and Privacy

The Vendor must not disclose any Confidential Information to any person unless:

- (i) such information is in or becomes part of the public domain other than through breach of this Purchase Order;
- (ii) required to do so by law, or any government, government authority or agency, or a stock exchange; or
- (iii) such disclosure is made with the Purchaser's prior written consent.

The Vendor must:

- (iv) not use Confidential Information except for the purpose performing its obligations under this Purchase Order; and
- (v) ensure that Confidential Information is not disclosed except in accordance with this clause.

The Vendor must only process Personal Data for the purpose of providing Goods and/or Services, or as authorised by the Purchaser in writing. The Vendor must implement policies and procedures to protect Personal Data against unlawful access, accidental loss, destruction, damage, alteration or disclosure.

The Vendor must promptly notify the Purchaser if:

- (vi) any person makes a written request to access to their Personal Data or a complaint or request relating to the Purchaser's obligations under applicable data protection or privacy legislation; or
- (vii) it becomes aware of any loss, damage, destruction, unauthorised access or accidental disclosure of Personal Data.

10 Termination and Indemnities

The Purchaser may, upon giving 7 days notice, terminate this Purchase Order in whole or any part thereof without reason. Upon termination, the Purchaser's liability to the Vendor shall be limited to payment for Goods received and for Services performed up to the date of termination provided such Goods and/or Services comply with the Purchase Order. If the Purchaser terminates this Purchase Order in whole or any part thereof, the Purchaser shall under no circumstances be liable to the Vendor for any damage, loss of profit, claims, or liability suffered by the Vendor as a result of such termination. The

Purchaser shall under no circumstances be liable to pay to the Vendor an amount greater than the Price. The Vendor must indemnify and hold the Purchaser harmless against all claims, liens, costs, losses, damages and expenses whatsoever to the extent arising out of any breach of this Purchase Order or any negligence of the Vendor or of Vendor's Personnel.

11 Subcontractors

The Vendor must not subcontract or permit any portion of the Goods or Services to be subcontracted without the prior written consent of the Purchaser. The Vendor shall be responsible for the acts and omissions of, and for the performance of, any person to which it subcontracts the Goods and/or Services as if they were acts or omissions of the Vendor.

12 Intellectual Property

All intellectual property created by or on behalf of the Vendor as part of the performance of its obligations under this Purchase Order shall be assigned to the Purchaser or its nominee upon Receipt. The Vendor must grant to (and obtain for the benefit of) the Purchaser and any nominee an irrevocable license to use all other intellectual property connected to the Goods or Services. The Vendor warrants to the Purchaser and any nominee that its use of the Goods or Services will not infringe any intellectual property rights of any person. The Vendor indemnifies and holds harmless the Purchaser and any nominee from and against any claim for infringement of any intellectual property rights arising by reason of the supply and use of the Goods or Services.

13 Anti-Bribery, Conflict of Interest and Human Rights

The Vendor must implement anti-bribery policies and procedures and must ensure that neither it nor any Vendor Personnel violate any Applicable Anti-Bribery Law. The Vendor represents and warrants that, in connection with this Purchase Order, no improper financial or other advantage is given, or agreed to be given, to any person (whether working for or engaged by the Purchaser, its client or any third party) by or on behalf of Vendor or Vendor Personnel.

The Vendor must ensure that neither it nor any Vendor Personnel carry on business or undertake any obligation which would unreasonably interfere or conflict with the performance of the Vendor's obligations under this Purchase Order, without the prior written consent of the Purchaser. The Vendor must immediately notify the Purchaser in writing of any such apparent or actual conflict.

The Vendor represents, warrants and undertakes that at all applicable times:

- (i) neither it nor Vendor Personnel have or will engage in Human Rights breaches;
- (ii) it will take all necessary steps to ensure that no Vendor Personnel engages in Human Rights breaches;
- (iii) it will comply with all Human Rights reporting requirements (including cooperating with the Purchaser to allow the Purchaser to comply with the Purchaser's Human Rights obligations);
- (iv) it will develop and maintain policies and procedures to avoid engaging in Human Rights breaches; and

- (v) it will notify Purchaser promptly upon becoming aware of any potential incident of a Human Rights breach.

The Vendor authorises (and shall ensure Vendor's Personnel authorise) the Purchaser to conduct its own due diligence of the Vendor's and Vendor's Personnel's business and supply chains for the purpose of identifying and appropriately addressing

14 Dispute Resolution

This Purchase Order shall be governed by the laws in force in the State of Western Australia and the parties submit to the exclusive jurisdiction of the courts of that State and all courts authorised to hear appeals from those courts. Any dispute, controversy, claim or difference arising out of this Purchase Order or the breach, termination or invalidity thereof ("Dispute") shall be resolved at the level where the Dispute first arises and by internally escalating such Dispute to senior managers and/or directors. Either party shall notify the other party that a Dispute requires resolution. Such notice shall provide reasonable particulars as to the nature of the Dispute. If senior managers and/or directors are unable to resolve a Dispute within 45 days of the date of the dispute notice, then either party may commence proceedings. Notwithstanding any provision in this Purchase Order the Vendor hereby irrevocably agrees to be joined to arbitration proceedings (that may be conducted in another jurisdiction) which in any way relate to or are connected with this Purchase Order including in respect of any Dispute, the supply or use of the Goods and/or Services or the project in respect of which the Goods and/or Services are supplied.

Notwithstanding the existence of a Dispute the parties must continue to perform their respective obligations in accordance with this Purchase Order.

Nothing in this clause 14 prevents a party from seeking injunctive or interlocutory relief which may be required in relation to the Purchase Order.

15 General

- (i) The Purchaser may from time to time vary the Goods and/or Services by adding to or omitting from the Purchase Order. All such variations must be documented by way of written agreement between the parties.
- (ii) This Purchase Order may only be amended by written agreement between the parties.
- (iii) The Vendor must not assign its obligations under this Purchase Order without prior written approval from the Purchaser. The Purchaser may novate or assign this Purchase Order or any part thereof without the Vendor's approval. The Purchaser may assign the benefits and rights of any warranty to its nominees at any time without consent of the Vendor and such nominee may enforce such warranty. When requested by the Purchaser, the Vendor, without being entitled to compensation, must promptly execute a deed of novation.
- (iv) The failure of either party to enforce the provisions of this Purchase Order or to exercise any rights under this Purchase Order does not constitute a waiver of such provisions or rights.

- (v) The Purchaser has an absolute discretion to extend the Delivery Date for any reason.
- (vi) The Purchaser may at any time, for any reason, suspend the performance of the Goods and/or Services in whole or any part. The Purchaser may at any time, direct the Vendor to resume the performance of the Goods and/or Services in whole any part which has been suspended. Upon receiving a direction pursuant to this clause the Vendor must promptly act in accordance with the direction.
- (vii) All notices in respect of this Purchase Order shall be in writing; addressed to the parties at the addresses specified in this Purchase Order; delivered by pre-paid post, by hand, or by facsimile; signed by a duly authorised person; and specify the Purchase Order number.
- (viii) The Vendor must promptly comply with all reasonable directions from the Purchaser.
- (ix) The Vendor must comply with and ensure that any Vendor Personnel while on any site (whether the Purchaser's or its client's) comply with all applicable laws and the Purchaser's and its client's policies and procedures (including health and safety, environmental; alcohol and drug; and any other applicable policies) as in force from time to time. The Vendor may obtain copies of such policies from the Purchaser or its client upon request.
- (x) The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Purchase Order.
- (xi) All Disputes, notices, deliverables, correspondence, written and oral communications or any other documents provided in connection with this Purchase Order shall be in the English language.