

Mastermyne Group Purchase Order Terms and Conditions

1 Definitions

In this Purchase Order:

Anti-Corruption Laws means Chapter 4, Division 70 of the *Criminal Code Act 1995* (Cth), the *Foreign Corrupt Practices Act* (United States), the *Bribery Act 2010* (UK) and any other Applicable Law which prohibits bribery including but not limited to the offering of any gift, payment or other benefit to any person or any officer, employee, agent or adviser of such person money laundering or other corrupt practice.

Anti-Slavery Laws means Division 270 and 271 of the *Criminal Code Act 1995* (Cth), the *Modern Slavery Act 2018* (Cth), the *Modern Slavery Act 2015* of the United Kingdom and any other Applicable Law which has as its objective the prohibition of exploitation of workers, human trafficking, slavery, slavery-like behaviour, servitude, forced labour, child labour, debt bondage or deceptive recruiting for labour or services (or similar), or requires reporting or any other action in relation to the risks of those activities.

Applicable Law means any legislation, statute, act, award, regulation, subordinate legislation, rule, by-law, order, proclamation, decree, ordinance, statutory guidance, directive or code which is enacted, issued or promulgated by any Authority that may be applicable to the Supplier, the Company and their respective Personnel in connection with this Purchase Order (including the supply of the Goods and/or Services).

Authority means Federal, State or Local Government, or any ministry, department, court, tribunal, competition authority, commission, board, agency, institution or similar entity or administrative, fiscal or judicial authority of such government.

Background IP means the Intellectual Property Rights which are pre-existing or developed other than in the performance of any obligations under this Purchase Order and which are made available to the other party to the extent necessary to perform their respective obligations under this Purchase Order.

Claim means any claim, notice, suit, account, action, proceeding, arbitration, litigation (including reasonable legal costs), demand, investigation or judgment of any nature, absolute or contingent, liquidated or unliquidated, whether known or unknown, whether directly or indirectly, or whether in law (including strict liability), tort (including negligence) or any claim for any liability, damages, losses, costs, expenses, expenditure, charge, compensation, payment, remedy, restitution, debt, lien, relief or payment, or relief from any obligation under this Purchase Order.

Close Family Member means an individual's spouse; the individual's and the spouse's grandparents, parents, siblings, children, nieces, nephews, aunts, uncles and first cousins; the spouse of any of the above persons; and any other person who shares the same household with the individual.

Company means the party named as such in this Purchase Order.

Confidential Information means:

- (a) the terms of this Purchase Order; and
- (b) any information that concerns the business, operations, finances, plans, Personnel or customers of the Company, which is disclosed to or acquired by the Supplier (including any information that is derived from such information).

Consequential Loss means the following losses:

- (a) loss of actual or anticipated profits;
- (b) business interruption;
- (c) loss of goodwill;
- (d) loss of customer contracts;
- (e) loss of business opportunity; or
- (f) exemplary or punitive damage,

whether caused by or in relation to breach of this Purchase Order (including any indemnity), warranty, tort, product liability or strict liability.

Corporations Act means *Corporations Act 2001* (Cth).

Country Based Sanction means any program that prohibits and/or restricts:

- (a) trade with or investment in, or the transfer of property or assets to or from, a specified country, including its government, government subdivisions, agencies and other entities under the control or acting on behalf of government; or
- (b) engaging in transactions that relate to investing in and/or provision of advice or assistance in relation to, a specified country which, in each case, are maintained, amended and imposed by any Sanction Authority.

Defect means any aspect of the Goods and/or Services not in accordance with this Purchase Order, or any:

- (a) defect or deficiency in design, materials or workmanship;
- (b) defect, deficiency, shrinkage or fault in the Goods;
- (c) omission in the supply of any Goods and/or Services supplied under this Purchase Order;
- (d) physical damage to the Goods resulting from any such defect, deficiency, shrinkage, fault, omission or non-compliance,

and **Defective** shall have a corresponding meaning.

Defects Correction Period means, unless otherwise stated in this Purchase Order:

- (a) in respect of Goods, the period ending on the date which is:
 - (i) 12 months from the date of commissioning or installation; or
 - (ii) 18 months from the date of actual delivery of the Goods to the Site,
 whichever occurs later; and
- (b) in respect of Services, the period ending on the date which is 12 months from the date on which the Services have been fully performed to the Company's satisfaction.

Delivery Address means the Site, or such other place which is specified in this Purchase Order as the place for delivery of the Goods.

Delivery Date means the date or dates (as applicable) specified in this Purchase Order by which delivery of the Goods and/or performance of the Services must be completed.

Event of Force Majeure means any of the following events or circumstances:

- (a) fire, lightning, explosion, flood, earthquake, cyclone, action of the elements, act of God, natural disaster, radioactive contamination, toxic or dangerous chemical contamination or force of nature;
- (b) riots, civil commotion, malicious damage, sabotage, act of a public enemy, war (declared or undeclared) or revolution;
- (c) strikes, lockouts, industrial or labour disputes or difficulties, work bans, blockages or picketing which are of a State or nationwide character;
- (d) epidemics or pandemics, if either party is prevented, in compliance with Applicable Law, from performing its obligations under this Purchase Order;
- (e) action or inaction of an Authority including expropriation, restraint, intervention, requisition, requirement, direction, embargo by legislation, regulation, decree or other legally enforceable order, including (without limitation) a prohibition notice issued by an Authority;

but only if and to the extent that:

- (f) the event is beyond the control of the party affected by the circumstance (**Affected Party**) and despite the exercise of reasonable diligence, it cannot be (or be caused to be) prevented, overcome, avoided, or removed by the Affected Party;
- (g) it prevents or materially delays the Affected Party's ability to perform its obligations under this Purchase Order;
- (h) the Affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of the event on its ability to perform its obligations under this Purchase Order (and to mitigate the consequences of it); and
- (i) the event is not the direct or indirect result of the Affected Party's failure to perform any of its obligations under this Purchase Order.

Goods means the goods, if any, to be supplied under or in connection with this Purchase Order (including any part of the goods specified).

Government Official means:

- (a) any officer, employee or representative (including anyone elected, nominated or appointed to be an officer, employee or representative) of any Authority, or anyone otherwise acting in an official capacity on behalf of an Authority;
- (b) any political party, political party official or political party employee;
- (c) any candidate for public office;
- (d) any royal or ruling family member, or
- (e) any agent or representative of any of those persons listed in sub-categories (a) through (d).

GST Law has the meaning given to it in *A New Tax System (Goods and Services Tax) Act 1999*.

Industry Best Practice means the standards (including any relevant Australian Standard), practices and methods generally followed by and that degree of skill and diligence that would ordinarily be expected of a skilled and experienced supplier in the course of supplying goods and services similar to the Goods and Services.

Insolvency Event means any of the following events occurring in relation to a party:

- (a) a party disposes of the whole or part of its assets, operations or business other than in the ordinary course of business;
- (b) a party ceases to carry on business or is deregistered;
- (c) a party ceases to be able to pay its debts as they become due;
- (d) any step is taken by a mortgagee to take possession or dispose of the whole or part of the party's assets, operations or business;
- (e) any step is taken to enter into any arrangement between a party and its creditors;
- (f) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a provisional liquidator, a liquidator, an administrator or other like person to the whole or part of the party's assets, operations or business;
- (g) where a party is a partnership, any step is taken to dissolve that partnership or a partner dies;
- (h) a controller or administrator (each, as defined in the Corporations Act) is appointed in respect of the affected Party and fails to provide written confirmation to the non-affected Party, within 10 business days of a written request from the non-affected Party, that the affected Party will perform all of its obligations under this Purchase Order; or
- (i) any event analogous to the above events occurs.

Intellectual Property Rights means all beneficial and legal ownership and intellectual and industrial protection rights throughout the world, both present and future (including patent, design, trade mark, copyright or other protected right).

Personnel includes directors, officers, employees, agents, representatives, contractors and subcontractors.

Price means the price or rates specified as such in this Purchase Order.

Purchase Order means this purchase order and includes any schedules, attachments, appendices, exhibits or similar to this purchase order.

Related Body Corporate has the meaning given to that term in the Corporations Act.

Sanction means an SDN Sanction, a Country Based Sanction and any other similar sanctions, regulations, statutes, prohibitions and official embargo measures that relate to the enforcement of economic and trade sanctions which are maintained, amended and imposed by any Sanction Authority.

Sanction Authority means the United Nations, the European Union, Her Majesty's Treasury in the United Kingdom, the United States Department of Treasury's Office of Foreign Assets Control, the Commonwealth of Australia, Switzerland, South Africa, Canada or any replacement or other regulatory body enforcing economic and trade sanctions legislation in such countries or by any state, supranational or international government organisation.

Sanctioned Person means any person, being an individual, corporation, company, association, government or other entity who:

- (a) is the subject or target of a Sanction or in respect of which a Sanction has been imposed or targeted; or

- (b) is owned, operated or controlled by any person who is the subject or target of a Sanction or in respect of which a Sanction has been imposed or is targeted.

SDN Sanction means any "Specially Designated Nationals" or "Blocked Persons" lists or any replacement lists which are maintained, amended and imposed by any Sanction Authority.

Services means the services, if any, to be supplied under or in connection with this Purchase Order (including any part of specified services and any ancillary services).

SHMS means the Company's safety and health management system for the relevant Site to which the Goods and/or Services are to be supplied.

Site means the place or places (as applicable) for:

- (a) the use or storage of the Goods to be supplied under this Purchase Order; and/or
- (b) the performance of the Services to be supplied under this Purchase Order.

Site Procedures has the meaning given in clause 14(d)(i).

SSE means the person appointed as the "Senior Site Executive" for the Site under the *Coal Mining Safety and Health Act 1999* (Qld).

Supplier means the party named as such in this Purchase Order.

Technical Materials means the copyright in all plans, designs, drawings, engineering information, data, specifications, reports, accounts and any other material.

Variation has the meaning given in clause 2(c).

WH&S Law means any Applicable Laws related to health and safety, including any law related to occupational or work health and safety, dangerous goods, chain of responsibility, mining, electrical health and safety, and any other industry specific law, and any related codes of practice, standards, notices and directions issued by any Authority.

2 Purchase Order

- (a) The Supplier will provide the Goods and/or Services in accordance with this Purchase Order. A Purchase Order may not be amended, altered, supplemented or cancelled without the prior written consent of the Company. No terms stated by the Supplier in accepting or acknowledging a Purchase Order will be binding upon the Company unless accepted in writing by the Company. The Supplier may not assign or sub-contract any of the work to be completed in connection with this Purchase Order without the Company's prior written consent.
- (b) This Purchase Order will form the terms and conditions of the contract between the parties. Any Site Procedures provided by the Company to the Supplier after the date of this Purchase Order will also form part of the contract.
- (c) The Company may direct the Supplier at any time to vary, amend, increase, decrease, omit or change the quality, character or extent of the Goods and/or Services (**Variation**). If the parties cannot agree the price for a Variation, then the matter shall be referred for resolution pursuant to clause 22.
- (d) The Company may request the Supplier to provide security in accordance with this Purchase Order. The Company may have recourse to this security if the Supplier breaches this Purchase Order, at any time to the extent of loss suffered by the Company as a result of the Supplier's breach.

3 Quality

- (a) The Goods and/or Services must:
 - (i) match the description in this Purchase Order;
 - (ii) correspond with any sample which the Supplier provided to, or showed, the Company prior to this Purchase Order;
 - (iii) comply with any Applicable Laws, licences, permits or approvals applicable to the Goods and/or Services;
 - (iv) be fit for the purpose for which the Goods and/or Services of the same kind are commonly provided and for any other purpose which the Company makes known to the Supplier;
 - (v) comply with any specifications or plans supplied by the Company for the supply of the Goods and/or Services; and
 - (vi) be in accordance with Industry Best Practice.
- (b) The Goods must be new and of merchantable quality.
- (c) The Supplier agrees to take any steps necessary to ensure that the Company has the full benefit of any manufacturer's warranties that

may be applicable to the Goods, and the Supplier must diligently pursue any manufacturer's warranties on the Company's behalf if the Company so requests.

4 Inspection

- (a) The Supplier agrees that the Company may inspect (at any time) the Goods while in any stage of manufacture or installation at any premises (whether or not the premises are in the control of the Supplier) including the Site.
- (b) The Company may reject the whole or any part of the Goods supplied and Services performed or being performed that do not conform to this Purchase Order. The Goods and/or Services rejected shall be re-supplied at no additional cost to the Company. Any such inspection shall not relieve the Supplier of any obligation under this Purchase Order.

5 Delivery, performance and transportation

- (a) The Supplier must at its own cost properly pack and protect all Goods to ensure safe arrival at the Delivery Address in accordance with Industry Best Practice. All Goods, delivery notes and other relevant documents (including any items delivered pursuant to clause 5(h)) must be clearly marked with:
 - (i) the relevant order number;
 - (ii) the material number (where applicable); and
 - (iii) the Delivery Address specified in the Purchase Order.
- (b) The Supplier must deliver the Goods to the Delivery Address and/or provide the Services by the Delivery Date.
- (c) If there is a delay or likely to be a delay in the delivery of any Goods and/or performance of any Services, the Supplier:
 - (i) must as soon as possible after becoming aware of the delay or likelihood of delay notify the Company in writing of the circumstances resulting in the delay; and
 - (ii) may request from the Company in writing an extension of time to the Delivery Date, which the Company may grant in its absolute discretion.
- (d) Where a delay described in clause 5(c) occurs or is likely to occur for any reason and the Company has not granted the Supplier an extension of time to the Delivery Date, the Company may at its option and in its absolute discretion by notice to the Supplier either:
 - (i) immediately terminate this Purchase Order, and the Supplier may acquire alternative supplies of any shortfall in delivery of the Goods and/or performance of the Services from sources other than the Supplier; or
 - (ii) direct the Supplier to accelerate the delivery of the Goods. Upon receiving such direction, the Supplier must immediately arrange for accelerated delivery of the Goods (including, but not limited to, transportation of the Goods by urgent air freight) to ensure that the Goods are delivered to the Site by the Delivery Date in accordance with this Purchase Order, and the costs associated with accelerating delivery will be borne by the Supplier.
- (e) If the Company acts in accordance with clause 5(d)(i), then:
 - (i) any price difference which is incurred by the Company between the Goods and/or Services that would have been supplied by the Supplier and the Goods and/or Services that are actually procured from another source; and
 - (ii) transport costs incurred by the Company in respect of procuring the Goods and/or Services from another source,will be a debt due and immediately payable from the Supplier to the Company except to the extent that the reason for the inability of the Supplier to supply all or part of the Goods and/or Services by the Delivery Date was a direct result of:
 - (iii) any breach of this Purchase Order by the Company or an act or negligent omission of the Company or a Related Body Corporate of the Company; or
 - (iv) an Event of Force Majeure.
- (f) If the Goods and/or Services are not delivered/performed by the Delivery Date, (as may be extended pursuant to clause 5(c)(ii)), then the Supplier must pay liquidated damages at the applicable rates if any such rates are specified in this Purchase Order.
- (g) Notwithstanding clause 5(c), the Company may extend, by a reasonable period, the Delivery Date for any reason at its sole discretion.
- (h) The Supplier must provide all installation instructions, maintenance and operating manuals engineering data, spare parts lists and any other information reasonably required for the installation, operation

and maintenance of the Goods at the time of delivery or completion of any Services unless otherwise agreed.

- (i) The Supplier acknowledges and agrees that time is of the essence in the supply of the Goods and/or performance of the Services.

6 Inspection on delivery

- (a) All Goods may be inspected by the Company within a reasonable time after arrival at the Delivery Address. If on inspection, any Goods are found to be unsatisfactory or Defective, then the Company may return such Goods to the Supplier at the Supplier's sole risk and expense. On return of any unsatisfactory or Defective Goods, the Supplier shall reimburse the Company for:
 - (i) any amounts paid by the Company on account for the returned Goods, and
 - (ii) any cost incurred by the Company in connection with the delivery or return of such Goods.
- (b) The Supplier acknowledges and agrees that payment for the Goods and/or Services or the signing of delivery receipts before inspection does not constitute the Company's acceptance of the Goods.

7 Invoicing and payment

- (a) The Company will, subject to the terms of this Purchase Order, pay the Supplier the Price specified in this Purchase Order. The Price is inclusive of all charges including insurance, premiums and costs, leave entitlements, freight, packaging and delivery costs and all taxes. Unless otherwise specified, any money payable under this Purchase Order is to be paid in Australian currency. The Supplier can only invoice the Company after the provision of the Goods and/or Services unless otherwise specified in this Purchase Order. The Price is not subject to rise and fall, escalation or review.
- (b) Subject to the Supplier's prior compliance with clause 7(d) (if applicable), the Company will pay all Tax Invoices (as this term is defined in the GST Law) rendered to the Company by the Supplier in accordance with clause 7(a) within 30 days after the end of the relevant calendar month in which a valid Tax Invoice is submitted, except where the Company disputes the invoice, in which case:
 - (i) the Company will pay the undisputed part of the relevant invoice (if any) and dispute the balance; and
 - (ii) if the resolution of the dispute determines that the Company is to pay an amount to the Supplier, the Company will pay that amount upon resolution of that dispute.
- (c) The Company may reduce any payment due to the Supplier under these terms by any amount for which the Supplier is or in the Company's sole opinion may be liable to the Company, including costs, charges, damages and expenses. This does not limit the Company's right to recover those amounts in other ways.
- (d) If requested by the Company in writing at any time, the Supplier must provide the Company with a written statutory declaration in the form required by the *Workers Compensation Act 1987* (NSW), *Payroll Tax Act 2007* (NSW) and the *Industrial Relations Act 1996* (NSW), made by a director or manager of the Supplier who is in a position to know the facts declared. A form of the statutory declaration contemplated in this clause is available at the following URL: (https://www.sira.nsw.gov.au/resources-library/workers-compensation-resources/forms/employers-and-claims/subcontractors_statement_5483.pdf), however the Supplier acknowledges that the form requirements of the legislation referred to in this clause may change from time to time.

8 GST

- (a) The Price or other consideration on any Supply by the Supplier to the Company under or in connection with this Purchase Order includes any GST payable on that supply, and the Supplier (and not the Company) is responsible for payment of that GST.
- (b) Capitalised terms in clause 8(a) have the same meaning as in the GST Law.

9 Termination

- (a) The Company may terminate this Purchase Order:
 - (i) immediately on written notice to the Supplier, if an Insolvency Event occurs in respect of the Supplier or if the Supplier breaches any term of this Purchase Order, including any of the warranties, without prejudice to any other rights (including damages) that it may have as a result of such a breach;
 - (ii) immediately on written notice to the Supplier if the Supplier fails to provide any security requested by the Company pursuant to clause 2(d); or
 - (iii) on giving 7 days' written notice to the Supplier, in which case the Company's liability to the Supplier will be limited to payment

of the unpaid Price for Services performed and Goods supplied, or in transit, to the Company prior to the date of termination, plus the reasonable costs incurred by the Supplier to demobilise from Site, if applicable.

- (b) If the Company terminates this Purchase Order pursuant to clause 5(d)(i), 9(a)(i) or (ii) or 20(c) the Supplier will not be entitled to make any Claim against the Company.

10 Insurance

- (a) The Supplier must effect and maintain the following insurances:
- (i) worker's compensation insurance as required by law;
 - (ii) public and product liability insurance covering legal liability for damage to any real or personal property and injury to, or death of, any person, with a minimum coverage of \$20 million per occurrence;
 - (iii) comprehensive motor vehicle insurance that provides cover for the Supplier's statutory third party liability and covering loss or damage to property of third parties arising out of the Supplier's use of a registered motor vehicle (whether owned, rented or leased) in connection with either the supply of the Goods and/or Services under this Purchase Order;
 - (iv) transit insurance (for the replacement value of the Goods);
 - (v) insurance for any plant and equipment that the Supplier brings onto the Site for its replacement value; and
 - (vi) any other insurance specified in this Purchase Order.
- (b) The Supplier shall provide the Company with certificates of currency evidencing that the above insurances are in place promptly on request from the Company.

11 Defects

- (a) The Supplier warrants the Goods and/or Services against any Defects during the Defects Correction Period.
- (b) If at any time prior to the expiry of the Defects Correction Period, the Company finds any Defects in the Goods and/or Services, then the Company may give the Supplier written notice of the Defect and require the Supplier to rectify the Defect within a reasonable period stated in the notice. However, if, in the Company's view, the relevant Defect creates a circumstance or condition that is unsafe and which requires prompt rectification, then the Company is not obliged to give the Supplier an opportunity to make good the Defect before the Company rectifies, or engages others to rectify, the Defect at the Supplier's risk, and all reasonable costs and expenses incurred by the Company will be a debt due and payable from the Supplier to the Company.
- (c) The Supplier must, at its cost, promptly repair, replace, re-perform or otherwise rectify the Defect notified by the Company pursuant to clause 11(b) in the time and manner specified by the Company (and if no time or manner is specified, then within a reasonable time and manner) and to the satisfaction of the Company. Any rectification work or re-performance must cause as little disruption to the Company as is reasonably possible.
- (d) If the Supplier does not rectify the Defect in accordance with clause 11(c), then the Company may:
- (i) reject the Goods with the Defect and return them to the Supplier, in which case the Supplier must replace the Goods at its cost and reimburse the Company for all costs and expenses the Company incurs as a result of the Defect;
 - (ii) reject the Services with the Defect, in which case the Supplier must re-perform the Services free of charge; or
 - (iii) rectify or engage another contractor to rectify the Defect at the Supplier's risk, and all reasonable costs and expenses incurred by the Company will be a debt due and payable from the Supplier to the Company.
- (e) The Defects Correction Period will apply to any part of the Goods and/or Services which has been re-performed, repaired, replaced or otherwise rectified in accordance with this clause 11.

12 Title and risk

- (a) The Supplier warrants that the Goods are free and clear of all liens and encumbrances and that the Company will be entitled to free and clear legal and beneficial title to the Goods at the time title passes in accordance with clause 12(b).
- (b) Title to any property in partly completed or completed Goods, any materials and parts to be used in their manufacture and any items supplied pursuant to clause 5(h) will pass to the Company upon payment or delivery (whichever occurs first).

- (c) Risk in the Goods shall pass on delivery to the Company or where the Goods are to be installed or commissioned by the Supplier, on completion of installation or commissioning (whichever occurs last), provided however that the Supplier will be responsible for its acts or omissions.

13 Indemnity and Liability

- (a) The Supplier indemnifies the Company against all Claims, costs, damages, expenses, losses, or liability of any nature whatsoever suffered or incurred by the Company arising out of or in connection with this Purchase Order and the Supplier's performance, non-performance or purported performance of the provision of the Goods and/or Services, including:
- (i) physical loss of or damage to the property of any third party;
 - (ii) damage, expense, loss or liability in respect of personal injury, disease, illness or death; and
 - (iii) damage, expense, loss or liability arising out of or in connection with the presence of the Supplier and its Personnel at the Site, except to the extent that the Claims, costs, damage, expenses, losses or liability arises out of the negligent acts or omissions of the Company or its Personnel or a breach of this Purchase Order by the Company.
- (b) To the extent permitted by law, the Company's liability to the Supplier arising out of or in connection with this Purchase Order is limited to the total Price paid or payable by the Company under this Purchase Order.
- (c) Subject to clause 13(d), to the extent permitted by law, the Supplier's liability to the Company arising out of or in connection with this Purchase Order is limited to the total Price paid or payable by the Company under this Purchase Order.
- (d) The limitation of the Supplier's liability in clause 13(c) does not apply to any liability of the Supplier:
- (i) under the indemnity given in clause 13(a)(i) or clause 13(a)(ii);
 - (ii) for a failure by the Supplier to effect and maintain the insurances required by this Purchase Order;
 - (iii) for events or circumstances in respect of which insurance proceeds are available, and amounts so received will not be included when calculating the Supplier's liability;
 - (iv) for infringement of any Intellectual Property Rights;
 - (v) for fraud or dishonesty;
 - (vi) for deliberate breach of this Purchase Order; or
 - (vii) for unlawful or illegal acts.
- (e) Notwithstanding any other provision of this Purchase Order, neither party will be liable to the other party, or to any other party beneficially entitled under or pursuant to this Purchase Order (including under any indemnity), for any Consequential Loss.

14 Site

If the Supplier will be supplying Goods and/or Services to the Site, then the Supplier and the Supplier's Personnel:

- (a) must use best endeavours to cooperate and coordinate their work with the work of all others at the Site;
- (b) enter the Site entirely at their own risk;
- (c) must supply or perform the Goods and/or Services in a safe manner and in a way that does not prejudice safe working practices, safety and care of property and continuity of work at the Site;
- (d) must fully acquaint themselves, and comply with:
 - (i) all policies and procedures of the Company and any other policies and procedures applicable to the Site (**Site Procedures**), and the Supplier acknowledges that the Company may issue such Site Procedures to the Supplier after the date of this Purchase Order;
 - (ii) all WH&S Laws;
 - (iii) the SHMS;
 - (iv) all directions of the Company;
 - (v) all directions given by any persons performing a statutory role or function at the Site under any WH&S Laws (such a person would include, for example, an SSE, "ERZ controller" (as that term is defined in the Coal Mining Safety and Health Regulation 2017 (Qld)), check inspector and any other persons appointed to a Site situated outside of Queensland to perform a similar role);
- (e) must do all things necessary to assist the Company and refrain from doing anything that may impede the Company or its employees,

- agents and other contractors in discharging their respective obligations under any WH&S Laws;
- (f) must fully acquaint themselves with the Site, location and nature of the facilities including, electrical transmission lines, pipelines and transmission lines; and
- (g) leave the Site clean, orderly and fit for immediate use having regard to the condition of the Site immediately prior to the supply or performance of the Goods and/or Services.

15 Records

- (a) The Supplier will keep and maintain accurate and reasonably detailed books and financial records in connection with its performance under, and payments made in connection with, this Purchase Order.
- (b) The Supplier will implement and at all times maintain appropriate internal controls to ensure that any payments made pursuant to or in connection with this Purchase Order, or transactions which relate to this Purchase Order or the performance of it, are properly, accurately and completely recorded.
- (c) The Supplier will, upon request, permit the Company to audit and examine the Supplier's systems and any documents and records necessary for the verification of compliance with the Supplier's obligations under clauses 7, 17, 19, 20, and 21. The Company has the right to make copies of any such documents or records.
- (d) The Supplier will provide any records, information and assistance reasonably required by the Company to enable and facilitate the audit and examination under clause 15(c), including providing the Company with access to the Supplier's systems and premises and the Supplier's Personnel.

16 Intellectual Property

- (a) Subject to the terms and conditions of this clause 16, the Supplier's Background IP remains vested in the Supplier and the Company's Background IP and all Intellectual Property Rights in the Company's Technical Materials remain vested in the Company.
- (b) The Supplier grants to the Company a perpetual, royalty free, non-exclusive, irrevocable, transferable assignable licence (including the right to sub-licence) to use, reproduce, communicate, adapt, distribute or exploit the Supplier's Background IP or the Supplier's Technical Materials to the extent necessary to use and enjoy the Goods and/or Services provided under this Purchase Order.
- (c) The Company grants to the Supplier a royalty free, revocable, non-transferable licence to use the licence in the Technical Materials to the extent necessary for the Supplier to perform its obligations under this Purchase Order. The Supplier must keep the Technical Materials and any ancillary information provided by the Company confidential. All such information (including any copies) must be promptly returned to the Company on completion of this Purchase Order or at the request of the Company (whichever occurs first).
- (d) The Supplier warrants that the sale or use of the Goods will not infringe any patent, trademark or copyright in Australia or any other country.

17 Confidentiality

- (a) The Supplier must keep the Confidential Information confidential and must, and must ensure that its Related Bodies Corporate and Personnel do not, disclose Confidential Information or use Confidential Information for any other purpose other than the performance of this Purchase Order.
- (b) The Supplier may disclose Confidential Information:
 - (i) to its Personnel and Related Bodies Corporate who need access to the Confidential Information to perform the Purchase Order;
 - (ii) to the extent required by Law or the rules of a stock exchange on which securities in the Supplier are listed; and
 - (iii) to its legal advisers, accountants, auditors and financiers under an express or implied obligation to the Supplier to keep the Confidential Information confidential.

18 Anti-Slavery

- (a) The Supplier must not (and must ensure that the Supplier's Personnel do not) engage in any conduct or omission which contravenes the Anti-Slavery Laws and the Supplier must take reasonable steps to ensure that there is no conduct or omissions in the Supplier's supply chains that may contravene the Anti-Slavery Laws.
- (b) The Supplier must:
 - (i) promptly notify the Company if it becomes aware of any actual or suspected breach by the Supplier or the Supplier's Personnel of any Anti-Slavery Laws;
 - (ii) cooperate in good faith with the Company in investigating the circumstances relevant to any actual or suspected breach of any Anti-Slavery Laws by the Supplier or the Supplier's Personnel, whether or not notification has been given under clause 18(b)(i); and
 - (iii) provide all reasonable assistance (including the provision of information and access to documents and the Supplier's Personnel as the Company may require) to the Company to enable the Company to comply with its obligations under the Anti-Slavery Laws.

19 Heavy Vehicles

- (a) The Supplier must, and must ensure that the Supplier's Personnel:
 - (i) comply with all Applicable Laws relating to the transport of Goods in connection with this Purchase Order, including the *Heavy Vehicle National Law Act 2012* (Qld) and *Heavy Vehicle National Law Regulation 2014* (Qld); and
 - (ii) implement appropriate policies and systems to ensure compliance with any requirements (including under any Applicable Laws and Site Procedures) regarding vehicle mass, vehicle dimension, load restraint, speed limits, driver fatigue, driving hours and rest periods.
- (b) To the extent that any Goods are transported in connection with this Purchase Order, the Supplier agrees to it or a member of its Personnel being named as the consignee or consignor (as applicable) on all transport documentation.

20 Anti-Corruption

- (a) The Supplier represents, warrants and undertakes to the Company that it has complied and shall continue to comply with all applicable Anti-Corruption Laws and has not improperly given, offered, received or agreed to accept, nor will it give or offer to give, receive or agree to accept, any payment, gift or other advantage in connection with this Purchase Order which violates any applicable Anti-Corruption Laws.
- (b) The Supplier shall, and shall procure the Supplier's Personnel shall, not, directly or indirectly through a third-party intermediary, in connection with this Purchase Order, offer, pay, promise, or authorise the giving of money or anything of value to any person for the purpose of inducing such person to act improperly or otherwise to use his or her influence or position with any entity to affect or influence any act or decision of that entity, in order to obtain or retain business for, direct business to, or secure an improper advantage in connection with this Purchase Order.
- (c) If the Company reasonably determines, at any time, that there is credible evidence that the Supplier or any of the Supplier Personnel has violated any provisions of this clause 20, the Company will have the right to suspend all payments due, or performance, under this Purchase Order while it investigates the credible evidence. Upon a good faith request by the Company, the Supplier agrees to cooperate with the Company's investigation to determine if a violation of this clause 20 has occurred. If the Company determines reasonably and in good faith that there has been such a violation, it will have the right to terminate this Purchase Order with immediate effect. It is expressly understood and agreed that if this Purchase Order or payments to be made hereunder are found by a court of competent jurisdiction having final decision in the matter to violate any laws, including Anti-Corruption Laws, then this Purchase Order will be deemed null and void, and any compensation or other payments made to the Supplier must be immediately refunded to the Company by the Supplier upon demand by the Company to the Supplier.
- (d) The Supplier represents and warrants that neither it nor any of its Personnel or direct or indirect shareholders:
 - (i) is a Government Official; or
 - (ii) has a Close Family Member, personal, business or other relationship or association with a Government Official who may have responsibility for or oversight of any business activities of the Company or the Supplier, other than any relationships or associations that have been disclosed to the Company.
- (e) The Supplier must immediately notify and provide full particulars to the Company upon becoming aware:
 - (i) that it or any of the Supplier's Personnel have breached this clause 20; or
 - (ii) of any conduct which may give rise to a breach of this clause 20 by either the Supplier or the Supplier's Personnel.

21 Trade and Economic Sanctions

- (a) The Supplier warrants that:
 - (i) to the best of its knowledge, information and belief neither it, nor any of its Personnel or the Personnel of its Related Bodies Corporate (together with the Supplier, the **Supplier's Group**) is a Sanctioned Person; and
 - (ii) it has provided all information of which it is aware, that the Company reasonably requires in order for the Company to:
 - A. manage the risk of Sanctions being imposed on the Company; and
 - B. comply with laws or regulations applying in the jurisdictions in which the Goods and/or Services are provided under this Purchase Order, the parties are located or in any other country.
- (b) From the date of this Purchase Order, the Supplier must comply with any Sanction and ensure that the Supplier and entities in the Supplier's Group are not and do not become, a Sanctioned Person.
- (c) The Supplier must immediately notify the Company if it or any of the Supplier's Group has become or is reasonably likely to become a Sanctioned Person.

22 Dispute Resolution

- (a) Until the relevant provisions of this clause have been complied with, no party shall make any formal complaint, commence any action, bring any proceedings or seek any relief or remedy in a court, tribunal or by arbitration, except for any urgent interlocutory or equitable relief in respect of this Purchase Order.
- (b) If any issue, dispute, controversy or claim (**Dispute**) arising out of or in relation to this Purchase Order cannot be resolved by a meeting of the representatives of each party within 20 business days of such meeting, then the Dispute may be submitted by either party to mediation. The mediation will be conducted in accordance with the Australia Dispute Centre's Mediation Guidelines in force at the time the Dispute is referred. Where the Dispute cannot be finalised within 60 business days of the mediation, either party may commence legal proceedings.

23 Other

- (a) The Supplier performs all work as an independent contractor and not as agent or employee of the Company.
- (b) The Supplier must comply with all reasonable directions of the Company.
- (c) The Supplier must at its own cost supply all labour, tools, equipment and materials necessary for the supply of Goods and/or Services. The Supplier must at its own expense obtain all requisite licences and permits and comply with all Applicable Laws in connection with the supply of the Goods and/or Services.
- (d) Where the Supplier comprises more than one person or entity, each of them shall be jointly and severally liable for the full performance of the Supplier's obligations under this document.
- (e) No obligation in this Purchase Order is waived unless it is waived in writing and signed by the parties.
- (f) Where any provision of this Purchase Order is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Purchase Order.
- (g) The rights and remedies of the Company provided in the Purchase Order are cumulative and do not exclude any rights or remedies provided by any Applicable Laws.
- (h) Notwithstanding the existence of a dispute, the Supplier will at all times continue to fulfil all obligations under this Purchase Order.
- (i) The Supplier and the Company agree that the laws in force in the State of Queensland apply to this Purchase Order and both submit to the non-exclusive jurisdiction of the Courts of the State of Queensland.
- (j) The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods (adopted at Vienna on 10 April 1980) does not apply in any respect to this Purchase Order.