



Saracen

PURCHASE ORDER TERMS AND CONDITIONS

1. SUPPLY OF GOODS AND/OR SERVICES

- 1.1 In consideration or payment of the Price by the Company, the Contractor must supply the Goods and/or provide the Services to the Company in accordance with and as specified in this Purchase Order.
- 1.2 To the extent permitted by Law and to the extent the Contractor's terms and conditions are supplied to the Company in respect of the Goods or Services (including as printed on consignment notes or other documents or Contractor's website), those terms and conditions will be of no legal effect and will not constitute part of this Purchase Order (even if any representative of the Company signs those terms and conditions or annexes the terms and conditions to this Purchase Order).
- 1.3 Where this Purchase Order relates to Goods and/or Services the subject of a contract between the Contractor and the Company, the terms of that contract apply to the extent of any inconsistency with these Purchase Order Terms and Conditions.
- 1.4 The Contractor must, in supplying the Goods or performing the Services:
 - (a) not interfere with the Company's activities or the activities of any other person at the Delivery Point or the Site;
 - (b) be aware of and comply with, and ensure that the Contractor's Personnel are aware of and comply with:
 - (i) all applicable Laws;
 - (ii) all Site Standards and Procedures and Company's Code of Conduct, to the extent that these documents are applicable to the supply of the Goods or the performance of the Services by the Contractor; and
 - (iii) all lawful directions and orders given by the Company's representative or any person authorised by Law or the Site Standards and Procedures to give directions to the Contractor.
 - (c) ensure that the Contractor's Personnel entering the Site perform the Services or deliver the Goods 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) provide all such information and assistance as the Company reasonably requires in connection with any statutory or internal health and safety, environment or community investigation in connection with the Purchase Order, the supply of the Goods or the performance of the Services; and
 - (e) on request by the Company, provide to the Company and its Personnel any information

and assistance required to identify, evaluate, implement and report on any matter required by Law in respect of anything used, produced or created in connection with the performance of the Contractor's obligations under this Purchase Order.

- 1.5 The Contractor acknowledges that if it enters on to the Site, if does so at its own risk. The Contractor must ensure that its Personnel are also aware that they enter on to the Site at their own risk.

2. DELIVERY

- 2.1 The Contractor must deliver the Goods to the Delivery Point by the Delivery Date.
- 2.2 The Contractor must ensure that the Goods are suitably packed to avoid damage in transit or in storage and in such a way to comply with any applicable Laws.
- 2.3 Packages must be marked with the Purchase Order number, item number, Delivery Point, contents, quantity, date and method of dispatch and weight of each package.

3 TIME FOR PERFORMANCE OF THE SERVICE

- 3.1 The Contractor must commence the Services upon receipt of the Purchase Order (if no date is specified in the Purchase Order), and must complete the Services by the date specified in the Purchase Order. The Purchase Order will remain in full force until completion of all Contractor's obligations under the Purchase Order.

4 TITLE AND RISK

- 4.1 The Company will have title to the Goods upon the earlier of:
 - (a) delivery of the Goods to the Delivery Point; or
 - (b) when the Company pays for those Goods.
- 4.2 The Company will bear risk in the Goods upon the later of:
 - (a) when the Company takes delivery of those Goods at the Delivery Point and has accepted the Goods; or
 - (b) when the Company assumes custody and control of the Goods.

5 PRICE

- 5.1 The Company must pay the Contractor the Price for the Goods and/or Services at the time set out in this Purchase Order (subject to clauses 6 and 9).
- 5.2 The Price is inclusive of:
 - (a) all charges for packaging, packing, insurance and delivery of the Goods in accordance with this Purchase Order;
 - (b) the cost of any miscellaneous services of a kind which are commonly provided with the Goods and any miscellaneous items of a kind which are commonly used or supplied in the performance of (and in conjunction with) the Services;
 - (c) the Contractor's compliance with its obligations under this Purchase Order; and
 - (d) all Taxes, excises and duties.

6 INVOICING AND PAYMENT

- 6.1 On delivery of the Goods and/or completion of the Services, the Contractor must provide to the Company:
- (a) a Contractor Reference Document;
 - (b) if the Company directs, an Invoice which meets all the requirements of a valid invoice for Consumption Tax purposes in a relevant jurisdiction, which must include the information set out in clause 6.3.
- 6.2 The Contractor must provide the Contractor Reference Document of invoice using an electronic invoicing system if directed to by the Company.
- 6.3 Any Contractor Reference Document or Invoice must include the following details:
- (a) a reference to this Purchase Order and the relevant contract (if any) including the line item numbers on this Purchase Order and the contract number;
 - (b) a detailed description of the delivered Goods or performed Services, including the date of delivery and/or period of Services and the relevant quantity of the Goods and/or Services;
 - (c) an individual reference number for the Company to quote with remittance of payment;
 - (d) the Price relating to the Goods and/or Services, broken down to reflect the same Price components on this Purchase Order, including the amount of any applicable Consumption Tax; and
 - (e) Company operation, Site and Company contact name.
- 6.4 If the Company requests, the Contractor must provide the Company with all relevant records to calculate and verify the amount set out in any Contractor Reference Document or any Invoice.
- 6.5 The Company must pay all Invoices that comply with clause 6.3 within 30 days (or such other period as the Company's Representative and Contractor's Representative agree) from the end of the month in which the Company receives the Contractor's invoice, except where the Company:
- (a) is required by Law to pay within a shorter time frame, in which case the Company must pay within that time frame;
 - (b) exercises any right to retain, withhold, reduce or set-off any amount due to the Contractor;
 - (c) disputes the Contractor Reference Document or Invoice, in which case:
 - (i) to the extent permitted by Law, the Company may withhold payment of the disputed part of the Contractor Reference Document or Invoice pending resolution of the dispute; and
 - (ii) if the resolution of the dispute determines that the Company must pay an amount to the Contractor, the Company must pay that amount upon resolution of that dispute; or
 - (d) is required by Law to withhold a portion of payment for services rendered by a foreign contractor.
- 6.6 The Company may reduce any payment due to the Contractor under this Purchase Order by any amount which the Contractor must pay the Company, including costs, charges, damages and expenses and any debts owed by the Contractor to the Company on any account whatsoever. This does not limit the Company's right to recover those amounts in other ways.

7 QUALITY OF THE GOODS AND THE SERVICES

7.1 The Contractor warrants that:

- (a) the Goods and Services supplied by the Contractor match the description of the Goods and Services in this Purchase Order and will be provided in an efficient manner in accordance with all applicable Laws;
- (b) if the Contractor gave the Company a sample of the Goods before the Company issued this Purchase Order, the Goods correspond with the sample;
- (c) if the Contractor provided the Company with a demonstration of the Services before the Company issued this Purchase Order, the Services correspond in nature and quality with the Services demonstrated;
- (d) the Services are:
 - (i) performed with the professional skill, care and diligence expected of a skilled and experienced professional contractor;
 - (ii) fit for the purposes set out in, or which an experienced professional contractor would reasonably infer from, the Purchase Order;
- (e) to the extent that the Services are design Services, the works being designed will be fit for their intended purpose as described in this Purchase Order;
- (f) the Goods are:
 - (i) new and of merchantable quality;
 - (ii) are fit for the purposes set out in, or which an experienced professional contractor would reasonably infer from, the Purchase Order;
- (g) any items which the Contractor uses or supplies in conjunction with the Goods or Services are of merchantable quality and comply with any standards specified in this Purchase Order and are fit for their usual purpose and any purpose described in this Purchase Order;
- (h) Contractor equipment necessary for the performance of the Services or delivery of the Goods is in good working order and well maintained so as to not incur breakdown time (at Contractors' own cost) and cause delay to performance of the Services or delivery of the Goods; and
- (i) the Company has the full benefit of any manufacturer's warranties that may be applicable to the Goods (and the Contractor must pursue any manufacturer's warranties on the Company's behalf if the Company so requests).

8 NO MINIMUM PURCHASE AND NO EXCLUSIVITY

8.1 Nothing in this Purchase Order:

- (a) obliges the Company to request or require any minimum level of Goods or Services from the Contractor;
- (b) is evidence of, nor does it create, an exclusive relationship between the Company and Contractor for the provision of the Services.

9 TERMINATION OF THIS PURCHASE ORDER

9.1 The Company may terminate this Purchase Order for any reason upon written notice to the Contractor, and subject to clauses 6 and termination due to Default under clauses 10, 11, 12,

13, 15 and 18:

- (a) the Company must pay for any part of the Goods delivered or Services performed prior to the termination provided that such part of Goods delivered or Services performed comply with either clause 7.1(d) or 7.1(f) as applicable;
- (b) if the Contractor has shipped any Goods before the termination but the Goods have not been delivered to the Delivery Point at the date of termination, the Company may either:
 - (i) accept those Goods when delivered, and pay the Price for them; or
 - (ii) return the Goods to the Contractor at the Company's expense;
- (c) if the Contractor has not shipped the Goods at the time of termination, on receiving the written notice of termination the Contractor must stop manufacture of the Goods in accordance with and to the extent specified in the notice, and do everything possible to mitigate any costs incurred in relation to the Goods; and
- (d) if clause 9.1(b)(ii) or 9.1(c) applies:
 - (i) to the extent that the Goods were manufactured or fabricated in accordance with any specification prepared by the Contractor for the Company, the Company must reimburse the Contractor in respect of any expenditure reasonably incurred by the Contractor prior to the date of termination which is directly attributable to the placing of the Purchase Order and which the Contractor is not able to recoup in some other way; and
 - (ii) the Contractor is not entitled to the Price of those Goods or Services, or to any compensation for that termination other than as specified in clause 9.1(a).
- (e) To the extent that Company terminates this Purchase Order under clauses 10, 11, 12, 13, 15 or 18 and Company accepts making payment to Contractor under this clause 9 then Contractor is not entitled to payment for any profit amounts. If required by Company the Contractor will provide evidence to Company's satisfaction as to its profit margin amounts for the purpose of this clause 9(e).
- (f) Payment for termination due to Default will not become due until the costs of completing the Goods or Services and all other costs arising as a result of Contractors default or breach of obligations have finally been ascertained.

10 CONFIDENTIAL INFORMATION

- 10.1 The Contractor must not, and must ensure that the Contractor's Personnel do not, without the prior written approval of the Company;
 - (a) use Confidential Information other than as necessary for the purposes of fulfilling the Contractor's obligations under this Purchase Order; or
 - (b) disclose the Confidential Information, other than to the Contractor's Personnel who need the information to enable the Contractor to perform this Purchase Order, to the Contractor's legal advisors, accountants or auditors, or where disclosure is required by Law (including disclosure to any stock exchange).
- 10.2 The rights and obligations under this clause 10 continue after the termination or expiry of this Purchase Order.

11 INTELLECTUAL PROPERTY

- 11.1 Subject to the terms and conditions of this clause 11, a party's Background IP remains vested in that Party.
- 11.2 The Contractor grants the Company a non-exclusive, perpetual, world-wide, royalty-free, irrevocable, transferrable license (with the right to assign and sub-license) to use the Contractor's Background IP to the extent necessary to use the Goods and/or Services, and assigns to the Company all Project IP upon the creation of that Project IP, unless parts of the Project IP subsists in any goods or services of the Contractor in which case those subsisting parts of the Project IP will be classed as Contractor's Background IP.
- 11.3 The Company grants the Contractor a non-exclusive, royalty-free, revocable, non-transferable license to use the Project IP and the Company's Background IP to the extent required to perform the Contractor's obligations under this Purchase Order.
- 11.4 A reference to 'use' in the context of a license of Intellectual Property from one Party to the other is a reference to 'use, copy, adapt, modify, exercise, test, install, operate, maintain, manage, support and repair' within the scope of the license which is granted.
- 11.5 The rights and obligations under this clause 11 continue after the termination or expiry of this Purchase Order.

12 DEFECTS

- 12.1 If, during the performance of the Services (which may include Goods or Contractor provided materials where title passes to the Company) or during the Defect Correction Period the Company finds any Defects in the Goods or Services (other than a Defect caused by the negligence of the Company), the Company may:
- (a) reject the Goods with the Defect and return them to the Contractor, in which case the Contractor must replace the Goods free of charge and reimburse the Company for any expenses Company has incurred;
 - (b) reject the Services with the Defect, in which case the Contractor must re-perform the Services free of charge and reimburse the Company for any expenses Company has incurred; or
 - (c) make good or engage another contractor to make good the Defect, in which case the Contractor must reimburse the Company for any expenses Company has incurred.
- 12.2 If the Contractor does not replace the Goods pursuant to clause 12.1(a) or re-perform the Services pursuant to clause 12.1(b) and:
- (a) the Company has already paid the Contractor for the Goods or Services with the Defect, the Contractor must repay the Company the Price for those Goods or Services and reimburse the Company for any expenses Company has incurred; or
 - (b) the Company has not already paid the Contractor for the Goods or Services with the Defect, the Company is not liable to pay the Contractor for those Goods or Services.
- 12.3 The acceptance of any Goods or Services with a Defect by the Company will not bind the Company to accept any other Goods or Services with a Defect and does not affect any of the Company's other rights under this Purchase Order or at Law.
- 12.4 Where the Contractor has made good any Defect under this clause, those Goods or Services will be subject to the same Defect Correction Period as the original Goods or Services, from the date the Contractor made good the Defect.
- 12.5 Where the Contractor has not made good any Defect under the requirements of this clause Company may terminate the Purchase Order for Default.

- 12.6 Where the Company has instructed the Contractor (whether by Variation or otherwise) to make good any defect in the Goods or re-perform any of the defective Services Contractor is not entitled to payment for such making good or re-performance.

13 ANTI-CORRUPTION/ MODERN SLAVERY

- 13.1 The Contractor represents, warrants and agrees that, in connection with this Purchase Order:
- (a) neither the Contractor nor their Personnel, directly or indirectly, has engaged (upon entering into this Purchase Order) or will engage in the Bribery of a Government Official or any person;
 - (b) the Contractor (including their Personnel) will otherwise comply with any Applicable Anti-corruption Laws;
 - (c) it will notify the Company promptly upon becoming aware that any officer, director, employee or shareholder becomes, or expects to become, a Government Official in a position to influence action for or against the Company;
 - (d) if the Contractor engages a sub-contractor or other third party to interact with others on behalf of the Company, it will perform appropriate risk based anti-corruption due diligence on that sub-contractor or third party, will keep records of the same, and take reasonable measures to ensure they comply with clauses 13.1(a), 13.1(b), 13.1(c) and 14.1(a);
 - (e) it will notify the Company promptly upon becoming aware of any actual or potential breach of clause 13.1(a), 13.1(b), 13.1(c) or 14.1(a) by the Contractor or their Personnel.
- 13.2 Without limiting any other rights of the Company at law or under this Purchase Order, if the Company reasonably suspects that the Contractor is in breach of or has breached clause 13.1(a), 13.1(b) or clause 14.1(a), or the Company knows or reasonably suspects that such a breach is imminent, then:
- (a) the Company may immediately terminate this Purchase Order by notice to the Contractor; and
 - (b) any claims for payment by the Contractor in relation to this Purchase Order will be automatically terminated and cancelled.
- 13.3 In performing its obligations under this Purchase Order, the Contractor shall and shall ensure that each of its subcontractors shall:
- (a) comply with all applicable laws, statutes, regulations in force from time to time including but not limited to the Modern Slavery Act 2018 (Cth); and
 - (b) take reasonable steps to ensure that there is no modern slavery or human trafficking in the Contractor's or subcontractors supply chains or in any part of their business.

14 BOOKS AND RECORDS

- 14.1 The Contractor represents, warrants and agrees that it will:
- (a) keep and maintain accurate and reasonably detailed books and financial records of expenses and receipts in connection with its performance under, and payments made or received in connection with, this Purchase Order; and
 - (b) upon request, as soon as reasonably practicable but no later than 7 calendar days, provide any information and reasonable assistance to the Company to audit any books and financial records to verify compliance with the Contractor's representations, warranties and undertakings under this Purchase Order, and otherwise reasonably co-

operate with the Company's investigation of any related matters.

15 COMPANY BUSINESS PRACTICES

- 15.1 The Company has Corporate Governance policies and a Code of Conduct (**Company Business Practices**) that its contractors are required to adhere to. The Company Business Practices are accessible on the Company's website at <https://www.saracen.com.au/about-us/corporate-governance/>. The Contractor acknowledges that it has read, understands and will comply with Company Business Practices. The Company reserves the right to request information and monitor Contractors' compliance with Company Business Practices in connection with this Purchase Order.
- 15.2 The Company may terminate this Purchase Order if the Contractor breaches clause 1.4(b) and this clause 15 in performing its obligations under this Purchase Order.

16 INDEMNITIES

- 16.1 The Contractor will indemnify (and will keep indemnified) the Company including its agents, representative, directors officers or employees (**Indemnified Party**) from and against all Liabilities that any Indemnified Party suffers, sustains or incurs, arising from any one or more of the following:
- (a) Contractor breach of any of its obligations (including any warranty) under the Purchase Order;
 - (b) Any negligent act or omission or willful misconduct by the Contractor or its Personnel arising out of the performance of the Purchase Order;
 - (c) Any Claim made against the Company by any of the Contractor's personnel in respect of relevant legislation concerning income tax, workers compensation, annual leave, superannuation or any applicable award, determination or agreement of a competent industrial tribunal.
- 16.2 The Contractor will not be liable under clause 16.1 to the extent that the Liability was caused or contributed to by the Company's gross negligent act or omission or willful misconduct.
- 16.3 Each indemnity in the Purchase Order is a continuing obligation separate and independent from the Contractors' other obligations and survives termination or expiry of the Purchase Order.
- 16.4 In no circumstances will the Contractor or the Company be liable to each other for any Consequential Loss.

17 INSURANCES

- 17.1 The Contractor must take out and maintain (and ensure that its' Subcontractors do the same) all insurances required by Laws the following insurances:
- (a) General and Product Liability in respect of Contractor's liability for injury to or death of any person, or any loss or damage or destruction to any property not in the care, custody or control of the insured however caused. Such insurance must provide cover to an amount of no less than A\$20,000,000 for each and every claim. The insurance must be endorsed to:
 - (i) insure the Company and its Personnel for their rights and interest arising out of the performance of the Purchase Order;
 - (ii) cross-liability clause so each party comprising the insured will be considered as a separate entity and the insurance applies as if a

separate policy has been issued to each party;

- (iii) provide a waiver by the insurer of all express or implied rights of subrogation against the Company and its Personnel arising out of the performance of the Purchase Order.
 - (b) Workers Compensation and Employers Liability Insurance as required by Law. Where permitted by Law the insurance must be endorsed to provide Principals Indemnity cover in favour of the Company against both Act Benefits and Common Law claims.
 - (c) Motor vehicle third party liability insurance as required by Law and motor vehicle third party property damage with an indemnity of not less than A\$30,000,000 for any one occurrence.
 - (d) Insurance covering the Contractor's own property, equipment, materials, owned, hired leased or used by the Contractor for the purpose of the Purchase Order.
 - (e) Goods in transit if the Purchase Order requires the Contractor to transport Goods to or from the Site in connection with the Purchase Order and regardless of whether or not the Company has paid for those Goods. Such insurance must cover the loss of or damage to the Goods during transit and must note the Company as an insured party under the policy.
 - (f) Any other insurance required by any applicable Law or in respect of Contractor's obligations and performance of the Purchase Order.
- 17.2 No provision contained in this Clause 17 will limit the Contractors' liability in relation to the indemnities in the Purchase Order. Company will not be required to enforce the indemnities in this Purchase Order as a pre-condition to claiming the same loss under the insurances.
- 17.3 If requested by Company the Contractor must provide Company with the relevant insurance certificate of currency or other such document the Company reasonably requires as evidence that the Contractor (and its Sub-Contractors) are insured in accordance with the Purchase Order.
- 17.4 In the event that the Contractor fails to (or fails to ensure that its' Sub-contractors) hold or maintain valid any of the insurances required in respect of the Purchase Order, the Company may refuse the Contractor and its Personnel access to all or any part of the Site, and the failure is deemed to be a Default.
- 17.5 All insurance policies held by the Contractor for the purpose of this Purchase Order shall be considered primary to any policies held by the Company. The Contractors insurers will not be entitled to any dual insurance claims against the Company or its insurers.

18 DEFAULT

- 18.1 If the Contractor defaults or breaches any of its obligations (including insolvency) pursuant to the Purchase Order, and fails to remedy the default in accordance with Company instructions where the default is capable of being remedied, then Company may by written notice terminate the Purchase Order. The Contractor will be liable to the Company for all additional costs reasonably incurred by the Company as a direct result of the Contractor's default.
- 18.2 In the event of such termination the provisions of clause 9 will apply.
- 18.3 Any termination under this clause or any other provision of the Purchase Order will be without prejudice to any accrued rights of either party.

19 NOTICES

- 19.1 All Notices in respect of the Contract must be signed by a duly authorised representative and

be given in writing and delivered by hand, or sent by email, fax or pre-paid post to the relevant address specified in the Purchase Order or such other address as that Party may have notified to the other Party.

19.2 A Notice will be effective:

- (a) if delivered by hand, at the time of delivery;
- (b) if sent by email or fax, at the time of transmission unless transmitted after the close or normal business hours or on a non-Business Day in which case it is effective on the next Business Day following the date of sending; or
- (c) if sent by post, in the third Business Day after the date of posting.

20 FORCE MAJEURE

20.1 A party will not be liable for any delay or failure to perform any of its obligations under the Purchase Order if, as soon as possible after the beginning of the Force Majeure, the affected Party gives Notice to the other Party in compliance with clause 20.2.

20.2 A Notice given in under clause 20.1 must:

- (a) specify the obligations the Party cannot perform;
- (b) fully describe the Force Majeure;
- (c) estimate the time during which the Force Majeure will continue; and
- (d) specify the measures proposed to remedy or mitigate the effects of the Force Majeure.

20.3 The Party that is prevented from carrying out its obligations under the Purchase Order as a result of Force Majeure must:

- (a) remedy the Force Majeure to the extent reasonably practicable and resume performance of its obligations as soon as reasonably possible; and
- (b) take all action reasonably practicable to mitigate any Liabilities suffered by the other Party as a result of its failure to carry out its obligations under the Purchase Order.

21 VARIATIONS

21.1 Company may from time to time issue instructions to the Contractor to make any variations to the Goods or Services (including additions or reductions to the scope of work). Contractor must comply with Company's instruction without delay irrespective of whether any additional payment has been determined pursuant to clause 21.2.

21.2 Any additional payment payable to the Contractor as a result of any variation will be valued at the appropriate rates and prices contained in the Purchase Order or, in the absence of such then at fair valuation made by mutual agreement between the parties, or if the parties fail to reach mutual agreement within 14 days then as determined by the Company.

22 DISPUTES

22.1 If any dispute arises under the Purchase Order which cannot be resolved amicably, then after 30 days of the date of the dispute arising either party may commence legal proceedings in the Courts of Western Australia in relation to that dispute.

22.2 During the existence of any dispute the Contractor must continue to perform all of its obligations under the Purchase Order unless otherwise instructed by Company or until such time as the

Dispute is resolved.

23 GOVERNING LAW

- 23.1 This Purchase Order is governed by the laws in force in the State of Western Australia. The Parties agree that any conflict of laws that may refer the interpretation of this Purchase Order to the laws of another jurisdiction will not apply to this Purchase Order.

24 ENTIRE AGREEMENT

- 24.1 This Purchase Order (including representations, warranties, promises, statements and documents provided by the Contractor as part of the Company's vendor pre-qualification and/or business partner pre-clearance process (as applicable)) constitutes the entire agreement between the parties in respect of its subject matter and supersedes all other prior agreements, quotation requests, understandings, representations, warranties, promises, statements, negotiations, letters and documents in respect of its subject matter (if any) made or given prior to the date of this Purchase Order.

25 DEFINITIONS

In this Purchase Order (unless the context otherwise requires):

Applicable Anti-Corruption Laws means any anti-corruption laws that are applicable to either the Company, the Contractor or this Purchase Order.

Authority means any national, state, provincial, regional, territorial, local or municipal government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, legislative, judicial or administrative body.

Background IP means all intellectual property owned or licensed by a party which that party makes available, contributes, brings to or uses in connection with this Purchase Order.

Bribery means the offering, authorising, giving, soliciting or accepting any monetary or other benefit to influence action or non-action of a Government Official in an official capacity, or to otherwise influence any person to act improperly. Bribery includes the making of facilitation payments, which are minor payments or benefits made to improperly expedite or secure the performance of required routine official action.

Business Day means a day on which banks are open for business in the place in respect of which an obligation is to be performed or, in respect of clause 19 the place to which a Notice is sent.

Claim means any claim, demand, judgment or cause of action, suit or proceedings.

Code of Conduct means the Company's code of business conduct accessible on the Company's website referenced in clause 15.

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

Company Representative is the person named on the Purchase Order who is responsible for giving directions of behalf of the Company in respect of the Purchase Order.

Confidential Information means the terms of this Purchase Order and the Company's information made available to the Contractor at any time in connection with this Purchase and the Goods and/or the Services, together with any information that concerns the business, operations, finances, plans or customers of the Company (or the Company's related entities) disclosed to or acquired by the Contractor (including any information that is derived from such information), but does not include information which:

- (a) is or becomes public knowledge other than by a breach of this Purchase Order;
- (b) is in the Contractor's possession without restriction in relation to disclosure on or before the date on which it is disclosed to or acquired by the Contractor; or
- (c) has been independently developed by the Contractor or acquired from a source which was not subject to a duty of confidentiality to the Company.

Consequential Loss means any loss of use, revenue, opportunity or profit, business interruption, loss of bargain, economic loss, loss of opportunity or any other indirect, incidental or consequential loss or damage.

Consumption Tax means value-added Tax, sales Tax, Goods and Services Tax or any Tax analogous thereto, but excludes any statutory late payment interest or penalties.

Contractor means the party or parties named as such in this Purchase Order.

Contractor Reference Document means a delivery document, dispatch note, time sheet, claim form or such other document which evidences the delivery of the Goods or the performance of the Services.

Contractor Representative is the person identified by the Contractor as being responsible for liaising with the Company Representative in respect of the Purchase Order and is authorized to legally bind the Contractor in respect of all matters arising out of the Purchase Order.

Defect means any aspect of the Goods or Services not in accordance with this Purchase Order, or any damage, deficiency, fault or inadequacy in design, performance, workmanship, quality or makeup of the Goods or Services.

Defect Correction Period means:

- (a) in respect of Goods the period of 24 months from the later of:
 - (i) when the Company takes delivery of those Goods at the Delivery Point and has accepted the Goods;
 - (ii) when the Company assumes custody and control of the Goods, or
 - (iii) when the Company has paid for the Goods, and
- (b) in respect of Services a period of 12 months from the date on which a Service is last performed.

Delivery Date means the delivery date specified as such in the Purchase Order.

Delivery Point means the place for delivery of the Goods specified on this Purchase Order.

Goods means the goods, if any, specified as such in this Purchase Order (including any part of the goods specified)

Force Majeure means an event of cause which is beyond the control of the Party claiming force majeure, not able to be overcome by the exercise of reasonable care, proper precautions and the consideration of reasonable alternatives with the intention of avoiding the effects of the force majeure by that Party, and which could not have been reasonably foreseen, and is limited to:

- (c) an act of God (other than adverse weather);
- (d) named cyclones, fire, flood, epidemics; or
- (e) acts of war, acts of public enemies, terrorist acts, riots, nation-wide industrial action, or civil commotions.

Government Official includes any;

- (f) officer, employee or agent of a government or public international organisation

- or any department or agency thereof or any government-owned or controlled;
- (g) entity (including state owned enterprises);
 - (h) political party or party official, or political office candidate;
 - (i) individual who holds or performs the duties of an appointment, office or position created by custom or convention, including, potentially, some tribal leaders and members of royal families; or
 - (j) person who holds themselves out to be authorised intermediary of any person specified in (a), (b) or (c) above.

Invoice means an invoice submitted by the Contractor in accordance with clause 6.1.

Law means all legislation including regulations, by-laws, orders awards and proclamations with which a party is legally required to comply, together with all Authority requirements, guidelines, consents, certificates, licenses, permits and approvals (including conditions in respect of those consents, certificates, licenses, permits and approvals) with which a party is legally required to comply.

Liabilities means damages, Claims, losses, liabilities, costs and expenses of any kind.

Personnel means directors, employees, agents, contractors or subcontractors, but a reference to the Company's Personnel excludes the Contractor.

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

Project IP means all intellectual property created, discovered or coming into existence as a result or, for the purpose of, or in connection with the performance of this Purchase Order.

Purchase Order means this purchase order for Goods and/or Services issued by the Company to the Contractor from time to time containing, amongst other things, a description of the Goods and/or Services (or scope of work), pricing, technical requirements, standards and procedures, terms and conditions contained herein and collectively being a binding contract between the Parties.

Services means the services, if any, specified as such in this Purchase Order (including any part of the specified services and any ancillary services).

Site means the place described as such in this Purchase Order as the place for the delivery of or use or storage of the Goods by the Company or for the performance of the Services.

Site Standards and Procedures means all the Company's standards, policies and procedures that are of general application at the Site in relation to matters concerning corporate governance, safety, health, the environment, industrial relations and personal conduct.

Tax:

- (k) includes all present or future taxes, fees, levies, duties, imposts, assessment royalties, tariffs, fees and charges imposed or assessed in respect of this Purchase Order by all Authorities including income tax, payroll tax, statutory pension or superannuation contributions and workers' compensation payments and contributions, sales tax, customs duty, excise, and stamp duty, as well as interest, penalties and additions thereto; but,
- (a) does not include Consumption Tax.