

1. APPLICATION OF GENERAL CONDITIONS OF PURCHASE

- 1.1 The Purchase Order and these General Conditions of Purchase comprise the entire terms of this Agreement.
- 1.2 Subject to clause 1.4, no document or statement other than those specified in clause 1.1 shall form part of the contract between the Supplier and the Company and any supplier terms and conditions (written or verbal) whether or not they are contained in delivery notes and invoices or elsewhere are expressly excluded.
- 1.3 The acceptance by the Supplier of the Purchase Order in writing or the supply of any Goods or performance of any Services shall be deemed to be acceptance of the terms of this Agreement.
- 1.4 If a Purchase Order is issued pursuant to an existing agreement (including a standing offer arrangement) between the Supplier and the Company, the terms of that existing agreement will apply and not these General Conditions of Purchase.

2. SUPPLY OF GOODS AND/OR SERVICES AND SUPPLIER WARRANTIES

- 2.1 The Supplier must supply the Goods and/or Services to the Company in accordance with:
- (a) this Agreement; and
- (b) all laws and government requirements affecting or applicable to the Goods or their supply or to the performance of the Services.
- 2.2 Unless otherwise specified, the Supplier must supply the Goods and/or Services to the place for delivery or performance and by the date or time period specified in the Purchase Order.
- 2.3 The Goods and/or Services must match the description and quantity (including performance criteria) referred to in the Purchase Order.
- 2.4 Unless otherwise agreed in writing, the Supplier is responsible for the design, supply of materials, fabrication, testing, packaging, loading onto and off transport and delivery of Goods and/or Services in accordance with the Company's specifications and performance criteria referred to in the Purchase Order.
- 2.5 The Supplier must not supply, and the Company will not accept, substitute Goods and/or Services or Counterfeit Goods without the Company's prior written authority. If the Company, acting reasonably:
- (a) suspects that the Supplier has supplied such Goods or Services, the Company is entitled to withhold payment up to the full value of the Purchase Order pending an investigation, and the Supplier is responsible for all costs associated with the investigation if the Goods or Services are found to be Counterfeit Goods; or
- (b) determines that the Supplier has supplied such Goods or Services, the Company is entitled to treat the supply as a major failure under clause 22.4.
- 2.6 Without limiting clause 2.1, the Supplier:
- (a) warrants that it holds the licences required (if any) under the *Labour Hire Licensing Act 2017* (Qld) to carry out the performance of the Services; and
- (b) warrants that it has made reasonable enquiries to determine whether the Services to be performed are Labour Hire Services.
- 2.7 Where the Services to be performed are Labour Hire Services and the Supplier has:
- (a) surrendered their licence;
- (b) received a show cause notice before cancellation in respect of the licence; or

- (c) had their licence suspended or cancelled,

the Supplier must provide notice to the Company immediately upon that event occurring.

- 2.8 The parties agree that, if the Supplier breaches clause 2.6 or 2.7 in any way whatsoever:
- (a) notwithstanding clause 15.1 and without limitation to any other right or remedy available to the Company, the Company may immediately terminate this Agreement by serving written notice on the Supplier; and
- (b) the Supplier indemnifies the Company to the maximum extent permitted by law in respect of any financial penalty that is levied against the Company for engaging the Supplier or any losses incurred by the Company in sourcing replacement Labour Hire Services.
- 2.9 The Supplier:
- (a) must, and must ensure that the Supplier's employees, agents, contractors and sub-contractors and carriers comply with all relevant laws and applicable codes and standards relating to the transport of any Goods;
- (b) must implement appropriate policies and systems to ensure compliance with requirements regarding vehicle mass, vehicle dimension, load restraint, speed limits, driver fatigue, driving hours and rest periods; and
- (c) agrees to it or a contractor or sub-contractor being named as the consignee or consignor (as applicable) on all transport documentation.

3. PRICE

- 3.1 The Company agrees to pay the Supplier the Price for the Goods and/or Services.
- 3.2 The Price is inclusive of all costs incurred by the Supplier in supply of the Goods and/or performance of the Services including the cost of delivery to the address stated in the Purchase Order and any insurance, fees, charges, duty, taxes, levies, freight, packaging and packing costs and any other costs and expenses associated with manufacturing, delivering and/or supplying the Goods and the cost of any items used or supplied in conjunction with the Services. The Price is exclusive of GST (unless expressly stated).
- 3.3 Subject to clause 5, the Price is fixed and may not be increased or subject to escalation without the Company's prior consent and the Company has the right to refuse to give its consent.
- 3.4 If the Company pays the Price for the Goods prior to delivery or makes a part payment for the Goods:
- (a) title in the Goods (or if the Goods are incomplete, title in the partly completed Goods and any materials and parts to be used in their manufacture or assembly and then on hand) passes to the Company; and
- (b) clauses 4.1(c) to 4.1(h) apply.
- 3.5 If the Company considers that the Supplier has failed, or if the Supplier has indicated that it may be unable to fulfil any obligation under this Agreement, the Company or its agent may at any time enter the Supplier's premises and remove the Goods and any materials or parts to which the Company has title.

4. RETENTION OF TITLE

- 4.1 Where:
- (a) the Company has provided the Supplier with any item of its property that relates to the Goods and/or performance of the Services and that property of the Company is in the Supplier's possession outside of the Site in order to undertake the work under the Company Order; or

- (b) the Company has made part payment to the Supplier for the Goods and/or the performance of the Services,

then the Supplier:

- (c) acknowledges that it holds the relevant Goods (or raw materials or part or component of the Goods) as bailee for the Company;
- (d) must provide to the Company details of any applicable serial number (or identification numbers or marks) that relate to the relevant Goods (or raw materials or part or component of the Goods);
- (e) at all times prior to delivery and acceptance of such Goods (or raw materials or part or component of the Goods):
- (i) must ensure that the relevant Goods (or raw materials or part or component of the Goods) remain clearly identifiable as property of the Company, are stored in a designated area that is separate from all other goods, and are kept in a good and merchantable condition;
 - (ii) must not part with possession of the relevant Goods (or raw materials or part or component of the Goods) otherwise than in accordance with this Agreement (or as otherwise agreed by the Company in writing);
 - (iii) must comply with all requirements of the Company in relation to the storage, maintenance and preservation of the relevant Goods (or raw materials or part or component of the Goods); and
 - (iv) must not grant, create, give or allow to come into existence any encumbrances over the relevant Goods (or raw materials or part or component of the Goods) other than an encumbrance in favour of the Company;
- (f) grants a Security Interest over the relevant Goods (or raw materials or part or component of the Goods) in favour of the Company to secure the performance by the Supplier of its obligations in connection with this Agreement (whether past, present or future);
- (g) acknowledges that the Company may register a financing statement in relation to the Company's Security Interest; and
- (h) must do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Company requests for the purposes of:
- (i) ensuring that the Company's Security Interest is enforceable, perfected (including, where possible, by control in addition to registration) and otherwise effective;
 - (ii) enabling the Company to apply for any registration, or give any notification, in connection with the Company's Security Interest so that the Security Interest has the priority required by the Company. This includes registration under the PPSA for whatever collateral class the Company thinks fit. The Supplier consents to any such registration or notification and agrees not to make an amendment demand; or
 - (iii) enabling the Company to exercise any rights in connection with the Company's Security Interest.
- (i) The Supplier must comply with the requirements of the Company under clause 4.1(h) within the time stipulated by the Company.

5. CHANGES

- 5.1 The Company has the right at any time to make changes to the Purchase Order, including a change of the Goods and/or

Services, a change to the date or time for delivery or the place for delivery.

- 5.2 If such variation causes an increase or decrease in the Price or a change to the date or time for delivery, the Supplier must notify the Company in writing within 5 business days of receipt of the variation.
- 5.3 The Supplier must not supply the Goods and/or Services as varied until a reasonable adjustment to the Price or required date or time for delivery has been agreed in writing. If the Price is based on unit prices or values stated in the Company Order, then these shall be used when determining any adjustment to the Price.
- 5.4 The Supplier is not entitled to (and must not) vary, amend, extend or increase the supply or the specifications of the Goods and/or Services (as applicable) unless the Company has consented to the variation in writing.

6. WARRANTY

- 6.1 The Supplier warrants that all articles furnished under the Purchase Order are free from any encumbrances, free from any defects in design, materials and workmanship and that the articles fully comply with any supplied or referenced specifications and drawings and where not specified that the articles are suitable and fit for the use intended and comply with all regulatory requirements. The Company relies on this warranty by the Supplier in purchasing the articles covered by the Purchase Order.
- 6.2 The Supplier warrants:
- (a) that Goods delivered under this Agreement will be of merchantable quality and fit for their intended purpose and be free from all defects in design, performance, workmanship and makeup;
 - (b) the Services will be performed in accordance with best practice standards of diligence, skill, care and efficiency expected of a competent contractor performing services of a similar nature to the Services;
 - (c) it will, and will ensure that its employees, agents, contractors and sub-contractors will, at all times be suitably qualified and experienced to supply the Goods or perform the Services; and
 - (d) the Company's use of the Goods or Services will not infringe any Intellectual Property Rights.

- 6.3 The warranties in this clause 6 apply notwithstanding the Company's acceptance or right of inspection and/or other terms of this Agreement.

- 6.4 The Supplier must obtain and provide for the benefit of the Company the guarantees and warranties as may be required under the Purchase Order or as is advised by the Company.

7. DEFECTS

- 7.1 If, during the Warranty Period, the Company finds any of the Goods to be Defective Goods and/or any of the Services or their results to be Defective Services, the Company may, at its option:
- (a) return the Defective Goods to the Supplier;
 - (b) reject the Defective Services by notifying the Supplier that it is rejecting them;
 - (c) repair or make good the Defective Goods; or
 - (d) re-perform or make good the Defective Services.
- 7.2 At the Company's option and request, during the Warranty Period the Supplier agrees to, at its cost:
- (a) repair or, at the Company's option, replace any Defective Goods that are returned to the Supplier;

- (b) re-perform or make good any Defective Services that the Company rejects; or
 - (c) reimburse the Company for any expenses it incurs in making good any Defective Goods and/or Defective Services including costs of repair and transport costs of return.
- 7.3 The Company may exercise its rights under this clause 7 or reject and return to the Supplier (in the case of Goods) any Goods which are not in conformity with this Agreement even if the Supplier has accepted or paid for those Goods.
- 7.4 Any:
- (a) repairs or replacement goods provided by the Supplier under this clause will be subject to the same warranty as the original Goods, from the date of repair or replacement; and/or
 - (b) Defective Services that are re-performed or made good by the Supplier under this clause will be subject to the same warranty as the original Services, from the date of re-performance or the date on which the Defective Services were made good.
- 7.5 The Supplier will not be liable for any defect or fault in the Goods and/or Services that is caused by the Company's negligence.
- 7.6 The remedies provided in this clause do not exclude any other remedies provided by law.
- 8. CANCELLATION**
- 8.1 The Company may at any time cancel any Goods or Services covered by a Purchase Order which are yet to be delivered or provided. Upon receipt of a cancellation notice, the Supplier must cease to manufacture the Goods or provide the Services and mitigate its costs. The Company will pay any expenditure reasonably incurred prior to cancellation which is directly attributable to placing the Purchase Order and not otherwise recouped by the Supplier.
- 8.2 Upon payment made under clause 8.1, title in property, material, parts and/or incomplete Goods or Services will pass to the Company and the Supplier must upon demand and at its cost deliver to the Company any such property, material, parts and/or incomplete Goods or Services.
- 9. DELIVERY OF GOODS AND SUPPLY OF SERVICES**
- 9.1 The Supplier must ensure (at the Supplier's cost):
- (a) that the Goods are suitably packed to avoid damage in transit or in storage and to ensure identification on receipt;
 - (b) that it obtains all authorisations and complies with all Site policies, laws, government requirements and applicable codes and standards relating to the supply and transport of the Goods; and
 - (c) that it provides all documents and information as reasonably required for the installation, operation, use and maintenance of the Goods, at the time of delivery of the Goods.
- 9.2 The Supplier must use its best endeavours to avoid and mitigate the effects of any delay in the supply of the Goods and/or Services. The Supplier must immediately notify the Company in writing of any delay (or potential delay) after becoming aware of such delay (or potential delay) and provide details of the anticipated length of the delay.
- 10. TITLE AND RISK**
- 10.1 All the Goods shall remain at the Supplier's risk until delivery is effected and the Company has inspected and tested the Goods and notified the Supplier of acceptance.
- 10.2 Without limiting clause 3.4 and clause 4.1, title to the Goods passes to the Company on delivery unless payment has been made prior to delivery and then title to the Goods passes upon payment.
- 11. TERMS OF PAYMENT**
- 11.1 Subject to Goods delivered and the Services performed complying with this Agreement, unless otherwise agreed, payment shall be due to the Supplier within thirty (30) days of the end of the month in which the Supplier's invoice for the Goods and/or Services is received by the Company, except where the Company disputes the invoice in which case:
- (a) the Company will pay the undisputed part of the relevant invoice (if any) and dispute the balance; and
 - (b) 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.
- 11.2 The Supplier must provide all relevant records reasonably required to enable the Company to calculate and/or verify the amount of the invoice.
- 11.3 The Company may set-off any payment due to the Supplier under this Agreement by any amount for which the Supplier is liable to the Company under this Agreement, including costs, charges, damages and expenses, and will notify the Supplier in writing of any amounts deducted and the basis for the deduction. This clause does not limit the Company's right to recover those amounts in other ways.
- 11.4 Neither payment of moneys nor an acceptance of those moneys will be evidence that the work or Goods and/or Services described in the invoice have been performed or delivered satisfactorily. Payment will be payment on account only.
- 12. WORK ON COMPANY'S SITE**
- 12.1 The Supplier acknowledges that the Company is committed to a goal of no injuries to ensure that all our people can return home safely each day.
- 12.2 The Supplier must, in performing the Services or undertaking anything related to the Goods on Site:
- (a) use its best efforts not to interfere with any of the Company's activities, or the activities of any other person, on the Site;
 - (b) take all necessary action to ensure the health and safety of its employees, agents, contractors and sub-contractors and others at the Site, including that those persons are not exposed to an unacceptable level of risk;
 - (c) comply with, and ensure that its employees, agents, contractors and sub-contractors comply with:
 - (i) the Company's policies and Site procedures relating to health and safety and the environment;
 - (ii) all applicable laws, government requirements and industrial awards and agreements; and
 - (iii) all directions and orders given by the Company's representatives, the Site Senior Executive and any other person with a concurrent safety duty, in relation to health and safety;
 - (d) report any incident relating to health and safety or the environment to the Company and the Site Senior Executive as soon as reasonably possible; and
 - (e) ensure that the premises are left secure, clean, orderly and fit for immediate use.
- 13. ACCOMMODATION**

- 13.1 If the Supplier is performing Services at the Isaac Plains, Isaac Downs, South Walker Creek or Poitrel/Red Mountain mine or project sites ('Project Site'), the Company will provide the Supplier accommodation or pay or reimburse the Supplier for the costs of accommodation and messing required by the Supplier's Personnel to perform Services at the Project Site.
- 13.2 The Supplier must ensure that it, and the Supplier's Personnel, comply with all policies, processes, procedures, rules and requirements of the Company and the accommodation provider in relation to the accommodation, including in relation to forecasting accommodation needs, booking accommodation and confirming accommodation requirements. The Supplier must communicate to the Company its accommodation requirements, any cancellations, and any other matters required by the Company.
- 13.3 The Supplier is responsible for the fees, costs and expenses associated with failing to comply with the requirements of clause 13.2, including any costs incurred because:
- accommodation is booked but not taken up by the Supplier or the Supplier's Personnel;
 - accommodation has not been booked within the required time frame, or because of 'walk-ins'; and
 - of lost keys.
- 13.4 If the Company pays for any of the fees, costs or expenses in clause 13.3, it may pass these onto the Supplier, including by way of set-off.
- 14. INSURANCE**
- 14.1 The Supplier must take out and maintain:
- insurance for the Goods up to the time they are delivered and installed (if required) for an amount not less than their replacement value;
 - a comprehensive public and product liability policy to cover all sums which the Supplier may become legally liable to pay as compensation consequent upon:
 - death of, or bodily injury (including disease or illness) to, any person; and
 - loss of, or damage to, property, happening anywhere in Australia arising out of or in connection with this Agreement.

The limit of liability provided by this policy must be not less than \$20 million, and such policy must include a principal's indemnity clause;
 - if the Supplier provides professional services, professional indemnity insurance for an amount not less than \$5 million or such other amount required by the Company in writing;
 - in respect of any vehicles brought onto Site, third party property damage motor vehicle insurance for an amount not less than \$30 million or such other amount required by the Company in writing;
 - insurance in respect of all claims and liabilities arising, whether at common law or under statute, relating to workers compensation or employer's liability, from any accident or injury to any person employed by the Supplier in connection with this Agreement and the Supplier must ensure that all sub-contractors are similarly insured in respect of their employees. This insurance must be in compliance with the laws of the relevant jurisdiction in which the Services are to be carried out; and
 - other insurances required by law or reasonably required by the Company.
- 14.2 The Supplier shall provide evidence of the currency of the above insurances if requested by the Company.
- 14.3 The Supplier must notify the Company immediately of any cancellation of a relevant insurance policy and of any change to the policy which affects the Company's interests.
- 14.4 If any event occurs which may give rise to a claim involving the Company under any policy of insurance to be taken out by the Supplier under this clause then the Supplier must:
- notify the Company within 14 days of that event; and
 - ensure that the Company is kept fully informed of any subsequent actions and developments concerning the relevant claim.
- 15. TERMINATION**
- 15.1 Either party may immediately terminate the Purchase Order by notice in writing to the other party if the other party:
- does not carry out its obligations under the Purchase Order, and such breach is not remedied within 30 days of notice being given to the party to remedy the breach;
 - breaches any law relating to the supply of the Goods or performance of the Services;
 - becomes Insolvent; or
 - has a receiver or receiver and manager appointed to any of its assets.
- 15.2 The Company may immediately terminate the Purchase Order for its convenience by notice in writing to the Supplier.
- 15.3 The Company must pay the Supplier, as the Supplier's sole remedy in relation to the termination of this Agreement:
- all amounts due and payable to the Supplier for Goods supplied and Services performed at the date of termination; and
 - the cost of Goods properly ordered for which the Supplier has paid, or is legally bound to pay, provided that the Supplier cannot otherwise recover the cost of the Goods and title to those Goods vest in the Company upon payment.
- 15.4 On termination or cancellation of the Purchase Order, the Supplier must promptly:
- return to the Company documents (including plans, reports, drawings, specifications, calculations, manuals, and any other information and data stored by any means), any technical material and any other property which is owned, hired or leased by the Company or in which the Company has an interest; and
 - provide to the Company all documentation that the Supplier has prepared or produced in relation to the Goods and Services (including plans, reports, drawings, specifications, calculations, manuals, and any other information and data stored by any means).
- 16. LIABILITY AND INDEMNITY**
- 16.1 The Supplier acknowledges that it enters the Site at its own risk. The Supplier must ensure that its employees, agents, contractors and sub-contractors are also aware that they enter the Site at their own risk.
- 16.2 The Supplier indemnifies the Company, its employees, agents and contractors (**Indemnified Parties**) against:
- all losses and damage of any kind arising in connection with:
 - any damage to the Site, Goods or any property whether located on the Site or otherwise;

(ii) death or injury to any person whether located on the Site or otherwise;

(iii) a breach by the Supplier or its employees, agents, contractors and sub-contractors of any law in connection with the performance of its obligations under this Agreement; or

(iv) a breach by the Supplier of an obligation or warranty under this Agreement,

to the extent the loss or damage arises in connection with any act, error or omission of the Supplier or its employees, agents, contractors and sub-contractors;

(b) any claim made against the Company by any of the Supplier's employees, agents, contractors and/or sub-contractors in respect of any relevant legislation concerning income tax, workers compensation, annual leave, long service leave, superannuation or any applicable award, determination or agreement of a competent industrial tribunal; and

(c) any claim that the Goods, the Services or the results of the Services, or the Company's use of the Goods or the results of the Services infringes or allegedly infringes the Intellectual Property Rights of any person.

16.3 The Supplier's liability will be reduced proportionally to the extent that the loss or damage referred to in clause 16.2 is caused by the act, error or omission of an Indemnified Party.

16.4 Each indemnity in this Agreement is a continuing obligation separate and independent from any other obligations and survives termination of this Agreement.

16.5 Neither party will be liable to the other party:

(a) for loss of revenue, loss of business, loss of profit or loss of anticipated savings, whether arising in contract (including under any indemnity), tort (including in negligence or for breach of statutory duty) or otherwise; or

(b) to the extent not covered by paragraph (a) for loss or damage which does not flow naturally from a breach of this Agreement (including under any indemnity), from negligence or breach of statutory duty or from any other act or omission of the party, its employees, agents or contractors,

(Consequential Loss) except Consequential Loss:

(c) incurred as a result of the fraud or wilful, reckless or deliberate breach of this Agreement by a party, its employees, agents or contractors; or

(d) forming part of a claim by one party for contribution or indemnity from the other party in respect of claims by third parties for personal injury, death or property damage.

17. INTELLECTUAL PROPERTY

The Supplier grants to the Company a perpetual, irrevocable, worldwide, royalty-free licence (including the right to grant sub-licences) to use and otherwise exercise all Intellectual Property Rights in any documents, drawings, designs, technical data, equipment, information and other data that are provided to the Company in connection with this Agreement, to the extent reasonably required to enable the Company to fully use, repair, maintain, modify or obtain the benefit of the Goods and/or Services.

18. GST

Unless this Agreement provides otherwise, and subject to this clause, any consideration that may be provided for under the Purchase Order is exclusive of GST (the goods and services tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)). If a party makes a taxable supply in connection with this Purchase Order for a consideration which represents its

value, then the recipient of the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply subject to the provision to the recipient of a valid tax invoice.

19. DISPUTES

19.1 If a party considers that a dispute exists in connection with this Agreement, that party must give the other party written notice detailing the nature of the dispute (**Notice of Dispute**) within 14 days of becoming aware of the dispute.

19.2 Within 7 days after the service of a Notice of Dispute, senior representatives from each party must confer at least once to attempt to resolve the dispute.

19.3 If a dispute has not been resolved within 21 days after the service of a Notice of Dispute, either party may refer the dispute to a court of competent jurisdiction.

19.4 Notwithstanding the existence of a dispute, the Supplier must continue to perform its obligations under this Agreement.

20. ANTI-SLAVERY

20.1 For the purposes of this clause, **Modern Slavery** means:

(a) 'modern slavery' as defined under the *Modern Slavery Act 2018* (Cth); and

(b) any situations where coercion, threats or deception are used to exploit victims and undermine their freedom, including trafficking in persons, slavery, servitude, forced marriage, forced labour, debt bondage, deceptive recruiting for labour or services, and illegal forms of child labour, and any other analogous conduct or practices.

20.2 The Supplier warrants that it has not been convicted of any offence, or been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence, of or in connection with Modern Slavery.

20.3 The Supplier must (at its cost):

(a) ensure that the Supplier and its employees, agents, contractors and sub-contractors do not engage in any conduct or omission which would amount to an offence involving Modern Slavery;

(b) comply with and ensure its employees, agents, contractors and sub-contractors comply with any Company policy relating to Modern Slavery (available on the Company's website);

(c) maintain appropriate records relating to the performance of the activities required by the Purchase Order;

(d) promptly notify the Company if it discovers or suspects any event or circumstance within its supply chain or involving the Supplier, its employees, agents, contractors and sub-contractors or a Related Body Corporate that could give rise to an audit or investigation relating to Modern Slavery. The Supplier must provide the Company with an update on the event or circumstance or the results of any audit or investigation by the Supplier if requested by the Company;

(e) promptly notify the Company of media reports or publications of Modern Slavery (whether alleged, possible, potential, suspected or actual) in the Supplier's operations and supply chains, or in relation to a Related Body Corporate of the Supplier. The Supplier must provide the Company with full particulars of the Modern Slavery event or circumstance related to the media report or publication, and audit or investigate the alleged, possible, potential, suspected or actual Modern Slavery event, if required by the Company;

- (f) establish and maintain policies and procedures to act against Modern Slavery; and
- (g) provide all reasonable assistance to the Company, including access to inspect the Supplier's premises, the provision of information and access to interview the Supplier's employees, agents, contractors and sub-contractors about their labour conditions.

20.4 Whistleblowing

The Supplier must make its employees aware that the Company's Whistleblower Policy (available on the Company's website) is available to its employees and their family members should they become aware of any misconduct, illegal activity or an improper state of affairs concerning the Company.

21. PRIVACY AND CONFIDENTIALITY

21.1 For the purposes of this clause:

Authorised Persons means the officers and employees of a party, its Related Bodies Corporate, joint venturers, contractors, advisers, financiers, auditors and insurers (and their respective employees and officers).

Confidential Information means any information relating to the Goods and/ Services, the parties' business or operations, or any other information provided by one party to the other party (including Personal Information) under or in connection with this Agreement, other than information:

- (a) made available to the public at large, otherwise than as a result of a breach of this clause;
- (b) made available on a non-confidential basis by a third party who is not prohibited from providing the information to the recipient; or
- (c) independently developed by a party without reference to information provided by the other party.

Personal Information has the meaning as defined in any Privacy Legislation.

Privacy Legislation means the *Privacy Act 1988* (Cth), the *Spam Act 2003* (Cth), the *Do Not Call Register Act 2006* (Cth) and any relevant law governing privacy or the handling of personal information, personal data, other information about natural persons, whether in Australia or elsewhere, and any codes, guidelines, directives or orders made, issued, published or approved under any relevant law or by a regulator.

21.2 Each party must:

- (a) use all Confidential Information of the other party solely in connection with this Agreement; and
- (b) keep all Confidential Information confidential, and only disclose that Confidential Information as permitted under clause 21.3.

21.3 A party may disclose Confidential Information:

- (a) to its Authorised Persons who have a need to know the Confidential Information (and only to the extent that they have a need to know) and are under an express or professional obligation to keep the Confidential Information confidential; and
- (b) where required by and applicable law, the rules of any stock exchange or any taxation authority.

21.4 If Confidential Information received by the Supplier contains any Personal Information, the Supplier must, with respect to that Personal Information:

- (a) comply with the Privacy Legislation;

- (b) comply with the Company's policies with respect to handling any Personal Information (or the Supplier's own procedures, provided these are consistent with the Company's policies); and

(c) establish effective measures to:

- (i) safeguard Personal Information from unauthorised access, modification, use, loss or disclosure;
- (ii) ensure that any Personal Information will be held, used and disclosed in a manner consistent with the Privacy Legislation; and
- (iii) ensure accurate and complete records are kept of the Supplier's handling of Personal Information.

22. AUSTRALIAN CONSUMER LAW

22.1 If the Australian Consumer Law (ACL) applies to any Goods or Services supplied under this Purchase Order, then the following warranties apply to the Goods and Services supplied by the Supplier under this Purchase Order.

22.2 In relation to the supply of Services only, the Supplier's Services come with guarantees that cannot be excluded under the ACL, including by any other provision of this Purchase Order. For major failures with the Service, the Company is entitled:

- (a) to cancel the Services with the Supplier; and
- (b) to a refund for the unused portion, or to compensation for its reduced value.

The Company is also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, the Company is entitled to have problems with the Service rectified in a reasonable time and, if this is not done, to cancel the Purchase Order and obtain a refund for the unused portion of the Purchase Order.

22.3 In relation to the supply of Goods only, the Supplier's Goods come with guarantees that cannot be excluded under the ACL, including by any other provision of this Purchase Order. The Company is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Company is also entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.

22.4 In relation to the supply of Goods and Services, the Supplier's Goods and Services come with guarantees that cannot be excluded under ACL, including by any other provision of this Purchase Order. For major failures with the Services, the Company is entitled:

- (a) to cancel the Service with the Supplier; and
- (b) to a refund for the unused portion, or to compensation for its reduced value.

The Company is also entitled to choose a refund or replacement for major failures with Goods. If a failure with the Goods or a Service does not amount to a major failure, the Company is entitled to have the failure rectified in a reasonable time. If this is not done, the Company is entitled to a refund for the Goods and to cancel the Purchase Order for the Service and obtain a refund of any unused portion. The Company is also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the Goods or Service.

23. GOVERNING LAW

This Agreement is governed by the laws of Queensland, Australia and the parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland and the courts of appeal from them.

24. OTHER

- 24.1 Any notice under this Agreement must be in writing, in English and addressed to the receiving party and is deemed to be received:
- if posted, on the 3rd business day (or 10th business day if posted to or from a place outside Australia) after posting;
 - delivered personally, upon delivery; or
 - if sent by email, on dispatch of the transmission, or if sent on a non-business day, the next business day (unless there is an incomplete transmission).
- 24.2 Failure of the Company to insist upon strict performance of any of the terms of this Agreement shall not be deemed a waiver of any subsequent default of them. The shipping or receiving of any article under the Purchase Order shall not be deemed a waiver of any rights for any prior failure by the Supplier to comply with any of provision of this Agreement.
- 24.3 Any consent required under this Agreement to be provided by the Company is ineffective unless it is provided in writing.
- 24.4 The Company may exercise a right, remedy or power in any way it considers appropriate.
- 24.5 If the Company does not exercise a right, remedy or power at any time, this does not mean that it cannot exercise it later.
- 24.6 To the extent of any inconsistency, ambiguity or conflict between the terms and conditions of this Agreement, the terms and conditions as set out in these General Conditions of Purchase prevail.
- 24.7 The Company's rights, powers and remedies provided in this Agreement are in addition to any rights, powers and remedies provided by law.
- 24.8 This Agreement shall not be assigned by the Supplier in whole or in part without prior written consent of the Company.
- 24.9 If a provision of this Agreement is held by a court to be illegal, void or unenforceable, the offending provision will be severed from this Agreement to the extent and in the manner that best gives effect to the remaining provisions.
- 24.10 The Supplier warrants that as at the date of this Agreement and each Purchase Order, and on each subsequent occasion that it performs obligations under this Agreement or a Purchase Order, it has not engaged in any conduct (including entering into, or giving effect to, an agreement or any other form of coordination or cooperation), whether past, present or potential, that is unlawful or otherwise restricted or prohibited under any applicable competition law in relation to the potential or actual terms and conditions of this Agreement or a Purchase Order.

25. DEFINITIONS

Terms to be completed in the Purchase Order have the meaning given to those terms in the Purchase Order, once completed. Unless the context otherwise requires, the following terms have the meanings given when used in this Agreement:

Agreement means these General Conditions of Purchase and separately, each Purchase Order.

Company means the relevant Stanmore entity which is purchasing the Goods and/or Services as identified on the Purchase Order.

Consequential Loss has the meaning given in clause 16.5.

Counterfeit Goods means Goods which are counterfeit, modified, imitation, or non-original equipment manufacturer Goods.

Defective Goods means Goods which are not in conformity with this Agreement or are defective in design, performance, workmanship or makeup.

Defective Services means Services or the results of any Services which are not in conformity with this Agreement, are of inferior quality or workmanship or are otherwise unsatisfactory.

Goods means goods specified in the Purchase Order.

Insolvent means being in liquidation or provisional liquidation, receivership, bankruptcy (protective or otherwise) or under administration (voluntary or otherwise), being unable to pay debts as and when they fall due or being otherwise insolvent, entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors or any analogous event.

Intellectual Property Rights includes without limitation the protected rights attaching to inventions, patents, designs (whether or not registrable), registered and unregistered trademarks, copyright, circuit layouts, confidential information (including trade secrets and know-how) and all other rights throughout the world resulting from intellectual activity in the industrial, scientific or artistic fields.

Labour Hire Licensing Scheme means the regulatory scheme for the licensing of labour hire services established under the *Labour Hire Licensing Act 2017* (Qld).

Labour Hire Services has the same meaning as under the *Labour Hire Licensing Act 2017* (Qld).

Personnel means a party's employees, agents, authorised representatives, directors, officers and subcontractors, and any other person for whom the party is responsible.

Price means the price set out in the Purchase Order, or as otherwise agreed, subject to the inclusions and exclusions in clause 3.2.

Purchase Order means the purchase order for Goods and/or Services issued by the Company to the Supplier from time to time setting out the particulars of the Goods and/or Services.

Related Body Corporate has the same meaning given to that term in the *Corporations Act 2001* (Cth).

Security Interest means a security interest that is subject to the *Personal Properties Securities Act 2009* (Cth) and associated regulations.

Services means services specified in the Purchase Order.

Site means the:

- Company's premises;
- location for delivery of the Goods; or
- location of the performance of the Services within the Company's premises,

as identified in the Purchase Order.

Site Senior Executive means the site senior executive appointed for the Site under the *Coal Mining Safety and Health Act 1999* (Qld).

Supplier means the supplier of the Goods and/or Services specified in the Purchase Order.

Warranty Period means the period of 12 months from the date of delivery of the Goods or 12 months from the date of installation or initial use of the Goods, whichever is the later and/or 12 months from the date on which the Services are performed.