

Aurene Mt Ida Pty Ltd

Terms and Conditions of Purchase

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1. **INTERPRETATION - The following words, have the following meanings unless the context requires otherwise:**

"Purchaser" means Aurene Mt Ida Pty Ltd (ABN 57 168 928 416).

"Delivery" means the packaging, transporting and unloading the Goods at the designated delivery point, in accordance with the delivery terms specified in the Order.

"Goods" means the materials, supplies, plant and/or services to be supplied by the Supplier pursuant to this Order;

"Order" means the agreement between Purchaser and the Supplier for supply of the Goods as set out in this document and includes without limitation these Terms and Conditions and all other instruction to the Supplier issued by Purchaser in writing to the Supplier; and

"Supplier" means the supplier referred to in this Order.
2. **OFFICIAL ORDERS** - Purchaser is not bound by any Order unless it is issued on Purchaser's official order form and duly signed. The terms and conditions set out in this Order are deemed to have been accepted by the Supplier upon receipt of this Order unless the Supplier notifies Purchaser to the contrary within 24 hours of receipt of this Order. Any goods delivered which are not covered by an Order or any written variation may be returned at the Supplier's expense and risk.
3. **PRICE** - Unless otherwise stated, the purchase price of the Goods is firm, is not subject to any variations without Purchaser's prior written approval and must be expressed in Australian Dollars (AUS). The purchase price is inclusive of all costs and expenses of the Supplier whether foreseen or unforeseen, including all insurance and taxes (other than GST) (if any) which must be paid by the Supplier.
4. **PAYMENT AND INVOICING** - Subject to clause 7 below, payment will be made net 30 days on submission of the Suppliers invoice (in accordance with this Order) following each delivery received by Purchaser. The Supplier must provide to the "Accounts Payable Department" of Purchaser upon delivery of the Goods a detailed invoice which includes:
 - (a) the Order number and Purchase Order reference item number(s) of the Goods (if any);
 - (b) such forms and reasonable detail so as to allow Purchaser to verify all amounts claimed;
 - (c) directing it to the address on Page 1 of this order; and
 - (d) any other details required by this Order.

Making a payment is not evidence or an admission that the Goods have been supplied in accordance with this Order, but as a payment on account only.
5. **PACKAGING** - Goods must be adequately packed to avoid damage during transit, delivery, loading or unloading, having regard to the road and climatic conditions through which the Goods will pass whilst being transported. Packages and/or loose pieces must be clearly marked, identifying the Purchase Order Number and must indicate gross weight. The Supplier must label all packages in accordance with the requirements of all relevant laws.

Two (2) copies of a delivery note quoting the order number, quantities and part numbers of the Goods (if any) must be sent with all Goods, one (1) copy enclosed with the Goods, the remaining copy attached in an envelope on the outside of the crate or package.
6. **DANGEROUS GOODS** - All Goods which are dangerous or hazardous Goods must comply with all relevant legislation and as a minimum must be clearly marked with all or accompanied by information required by any relevant legislation (including, but not limited to, the Class Number and the Packing Group) and must be accompanied by the appropriate manifest, emergency procedure guide and a Material Safety Data Sheet (MSDS).

Dangerous or hazardous Goods must not be delivered unless the relevant MSDS has been provided to Purchaser.
7. **DELIVERY** - All Goods must be delivered:
 - (a) free of carriage and handling charges to the place of delivery specified in this Order; and
 - (b) on the date of delivery specified in this Order,unless otherwise agreed by Purchaser and the Supplier in writing.

Purchaser may return any Goods delivered early at the Supplier's expense or hold them at the Supplier's risk. If Purchaser accepts early Delivery, it is not obliged to pay for the Goods until 30 days after the date for Delivery specified in the Order.

The Supplier is liable for any additional freight charges arising from the Supplier's failure to follow shipping instructions specified in this Order.
8. **TITLE AND RISK** - Subject to Clause 10, title to and property and risk in the Goods passes to Purchaser upon acceptance of the Goods by Purchaser.

Without prejudicing any right of rejection in Clause 10, where any part payment for the Goods is made by Purchaser, title to and property in the partly completed Goods and any materials and parts used in their manufacture or supply passes to Purchaser and risk remains with the Supplier until delivery and acceptance has been effected.
9. **TIME** - Time is of the essence in the performance of the Order by the Supplier. The failure by the Supplier to perform any of its obligations under this Order on or before the time specified in this Order gives Purchaser the right, in addition to any other right, to cause the Supplier to do whatever is necessary to expedite the delivery of the Goods to arrive on or as close to the delivery date as possible, at the Supplier's expense, including the payment of premium freight charges.
10. **INSPECTION, ACCEPTANCE OR REJECTION OF GOODS** - Purchaser may require the Supplier to provide evidence acceptable to Purchaser that the Goods are in accordance with the Order and the Supplier must provide such evidence within the time prescribed in the request. All Goods ordered are subject to inspection by Purchaser upon arrival at the ultimate destination.

Subject to the following paragraph, the Goods will be deemed to have been accepted on the earlier of the Supplier receiving a Goods receipt advice notification from Purchaser or if Purchaser retains the Goods without notifying the Supplier that the Goods have been rejected within a period of 30 days after Delivery.

Despite the previous paragraph, if the Goods fail to meet any requirements of this Order, Purchaser may:

 - (a) notify the Supplier that Purchaser requires the Supplier to make good any loss, damage or defect in or deficiency in quantity of the Goods within 5 business days after notification by Purchaser at no cost to Purchaser and the Supplier must promptly comply with Purchaser's request; or
 - (b) reject the Goods.

Purchaser reserves the right, even after it has paid for such Goods to make a claim against the Supplier on account of any such Goods which do not comply with this Order or which are defective, incomplete or damaged.

Purchaser or its representative may inspect the Goods and any work performed during their manufacture, engineering, performance or installation, before delivery of the Goods and the Supplier must give Purchaser access to its premises to do so.

Inspection or examination (if satisfactory) of the work or the Goods is not and must not be deemed to be an acceptance of the Goods by Purchaser.

If there is a deficiency in the quantity of Goods ordered:

 - (a) the Supplier must promptly after notification by Purchaser deliver the remaining amount of the Goods to Purchaser at no cost to Purchaser; or
 - (b) Purchaser has the right to require the Supplier to credit Purchaser for the value of the deficiency as reasonably determined by Purchaser.

Purchaser may reject Goods that:

 - (a) are delivered in excess of the quantities stated in the Order ('excess Goods'); or
 - (b) do not comply in all respects with this Order ('non-complying Goods')

as determined by Purchaser, and in such event, the risk and costs of disposal or return to the Supplier must be borne by the Supplier. Any cost incurred by Purchaser disposing of or returning to the Supplier any excess Goods or non-complying Goods is a debt due and payable by the Supplier to Purchaser.
11. **PURCHASER'S RIGHT TO ALTERNATIVE SUPPLY** - Without limiting Clause 9 or 10, if the Supplier fails to deliver Goods by the specified delivery date, or supplies any Goods which (at the sole discretion of Purchaser) do not comply with any requirements of this Order, Purchaser may (at the sole discretion of Purchaser) purchase replacement goods from a third party and charge the Supplier with the difference (if any) between the cost of such Goods and the purchase price specified in this Order.
12. **GOODS** - Without limiting any other requirement of this order, the Goods supplied pursuant to this Order must:
 - (a) if Purchaser instructs the Supplier that the Goods may be used in Western Australia, be suitable for use or application in Western Australia, including (without limitation) complying with any:
 - i) mode of operation or operational requirement,
 - ii) relevant standards, codes, guidelines, and laws, and
 - iii) requirements of any authoritythat are applicable in Western Australia,
 - (b) be new (unless otherwise specified);
 - (c) correspond with the description in and comply with the requirements of this Order;
 - (d) comply with any specifications or samples;
 - (e) be free from defects in materials, workmanship and design;
 - (f) be of merchantable quality; and
 - (g) be fit for Purchaser's purpose or if Purchaser's purpose is not known, for the purpose for which the Goods are commonly used; and
 - (h) be free and clear of all liens, encumbrances, reservations of title and other restrictions whatsoever.

The use of the Goods must not infringe, and the Supplier warrants that the sale to Purchaser of the Goods does not infringe any patent, copyright, trademark or trade secret or any other industrial or

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- intellectual property right conferred on any person by a law of Australia or any other country.
- The benefits of any manufacturers or trade warranty in respect of the Goods must be obtained by the Supplier for Purchaser as well as any warranties Purchaser may specifically request. Unless noted otherwise, Supplier guarantees Goods from date of acceptance for a period of 18 months or from date of first use for a period of 12 months against defects in materials, workmanship and/or design.
- The Supplier warrants that the Supplier has a good and marketable title to the Goods.
- The Supplier warrants it is not insolvent within the meaning of the law of Australia, principally the Corporations Act of 2001.
- This Order does not exclude or in any way limit any warranty provided in this Order or by law. All usual and trade warranties must be obtained for the Goods as well as any warranties which Purchaser may specifically request.
13. **INDEMNITY AND CLAIMS** - The Supplier indemnifies Purchaser and must keep Purchaser indemnified for any cost, loss, damage, expense, claim or liability suffered or incurred by Purchaser, whether consequential or otherwise, as a result of the breach by the Supplier of:
- (a) any of the warranties contained or referred to in Clause 12; or
 - (b) any requirements of this Order.
- If Purchaser has a claim under or in connection with this Order for an amount on which Purchaser must pay any tax, duty, or charge, the claim is for the amount plus the amount of that other tax, duty, or charge.
14. **INSURANCE** - The Supplier must maintain adequate insurance including, without limitation,
- Contractor's Plant and Equipment Insurance** covering all plant and equipment using in connection with this agreement.
- Motor Vehicle Insurance** covering use of all owned, non-owned and hired motor vehicles, in respect of all motor vehicles used in connection with the Contract regardless of whether any motor vehicle is licensed as a motor vehicle pursuant to the provisions of any statute. The policy shall cover bodily injury (including death) as required by statute law and property damage of \$20,000,000 per occurrence and shall extend to include 'Bodily Injury Gap' coverage.
- Medical Evacuation Insurance** for all its employees for medical evacuation costs back to a suitable hospital or medical facilities in the event of serious injury or illness.
- Public Liability Insurance** for a minimum of twenty million dollars (\$20,000,000) in respect of any one occurrence and unlimited in the aggregate arising out of or in relation to works covered under this agreement (including arising out of the use of unregistered vehicles) in respect of death of or bodily injury (including illness) to any person; and damage to or loss of property of every kind.
- Proof of these insurance policies shall be provided to the Purchaser before the Supplier's employees attend site..
15. **CONFIDENTIAL INFORMATION** - All information provided by Purchaser (and any copy, in any media, of such information) in respect of the order by Purchaser or supply of the Goods, including, without limitation, designs, specifications, formulae, technical information, patterns and drawings ("**confidential information**"), remains the property of Purchaser and must be returned in good order and condition upon request by Purchaser or with the Goods on completion of this Order which ever is the earlier. The Supplier agrees to replace free of charge any confidential information provided by Purchaser which is lost damaged or destroyed whilst it is not in the possession of Purchaser. The Supplier must maintain in strict confidence all confidential information. The Supplier must limit disclosure of any confidential information only to its employees and agents who are required to have access to it for the performance of this Order and must ensure it is only used for the purpose of this Order.
- The Supplier must not without the prior written consent of Purchaser disclose to any third party the fact that this Order has been placed, or that it supplies Goods to, or has any relationship with, Purchaser, including without limitation, the terms of this Order.
- This Clause 15 survives the termination or completion of this Order.
16. **CANCELLATION** - Purchaser may at its discretion, cancel or suspend the Order or any unfulfilled part of the Order. In the event of cancellation or suspension Purchaser is not liable for any loss, damages, costs or expenses howsoever arising from cancellation or suspension. The liability of Purchaser to the Supplier is limited to payment for Goods delivered to Purchaser.
17. **LIABILITY OF PURCHASER** - Purchaser is not liable for any injury or death, or damage or loss of property sustained by the Supplier or its employees or, its contractors or agents or their employees whilst on Purchaser's premises or at any place of delivery or elsewhere.
- The Supplier releases Purchaser from all claims by the Supplier and indemnifies Purchaser and must keep Purchaser indemnified against any cost, loss, damage, expense, claim or liability relating to or arising from any such injury or death or damage or loss of property suffered as a result of or incidental to the performance of the Order.
18. **LIENS** - The Supplier releases Purchaser from any liens or attachments or similar claims in connection with the Goods and indemnifies Purchaser and must keep Purchaser indemnified against any and all liens or attachments or other similar claims arising out of or in connection with this Order.
19. **ENTIRE AGREEMENT** - This Order constitutes the entire agreement applicable to the Goods and must not be modified except by written agreement of the parties. Without limiting the foregoing, the terms and conditions as stated in this Order govern in the event of conflict with any terms of the Supplier provided at any time and are not subject to change by reason of any written or verbal statements by the Supplier, or by any terms stated in the Supplier's acknowledgement unless the same are accepted in writing by Purchaser.
- No waiver of a breach of any provision of the Order constitutes a precedent or a waiver of any succeeding or other breach of the same or any other nature or any other provision of the Order or any other order between Purchaser and Supplier.
20. **APPLICABLE LAW** - In absence of choice of law being designated on the Order, the parties accept the laws of Australia as the proper law of this Order and the parties agree to submit to the non-exclusive jurisdiction of Courts of Australia and of Courts which may hear appeals from it.
21. **GOODS AND SERVICES TAX (GST)** - The purchase price payable for Goods under this Order is inclusive of GST.
22. **SET OFF** - Purchaser may deduct any amount payable by the Supplier to Purchaser or any amount to be borne by the Supplier under this Order (including under clauses 7, 9, 10 and 13) from any amount owing by Purchaser to the Supplier, and any amount owing by the Supplier to Purchaser may be recovered by Purchaser as a debt due to Purchaser.
23. **SUBCONTRACTING AND ASSIGNMENT BY SUPPLIER** - The Supplier must not assign its rights or obligations in relation to this Order without the prior written consent of Purchaser.
- Purchaser's consent to the Supplier to assigning its rights or subcontract its obligations does not relieve the Supplier of any of its obligations contained in this Order or in law.
24. **NO SUBSTITUTION** - The Supplier must not vary the specification, design, shape, configuration or characteristics of the Goods without the written consent of Purchaser and must not supply substitute or equivalent Goods without the written consent of Purchaser.
25. **NON WAIVER** - Failure of Purchaser to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies or to properly notify the Supplier in the event of breach, or the acceptance of or payment for any Goods, does not release the Supplier from any of the warranties, indemnities or obligations of this Order and is not and must not be deemed a waiver of any right of Purchaser to insist upon strict performance of this Order or of any of its rights or remedies as to any such Goods.
26. **EXPORT COMPLIANCE** - The Supplier must furnish to Purchaser all necessary export compliance information in the form of an Export Commodity Classification Number (ECCN) or an International Trade in Arms Regulations (ITAR) listing for United States controlled material. The Supplier must confirm in writing whether or not an export permit from the USA is required for Australia. The Supplier must provide this information prior to shipment from its facility.
- The Supplier must furnish the minimum documentation required for importation to Australia being a commercial invoice, bill of lading and certificate of origin, together with any other documentation reasonably requested for the purpose of obtaining customs clearance and payment of duties.
27. **SITE ACCESS** - For services where the Supplier shall attend site, the Supplier shall complete the site access procedures (via siteaccess@arenne.com).
28. **Personal Protective Equipment** shall be provided by the Supplier for all staff attending site as a minimum, the wearing of safety helmets, safety glasses, hearing protection and SAA approved protective footwear. In dusty, the Supplier shall ensure that eye protection, respirators or any other aid to safe and healthy working practices are supplied to workers and are used by them. Where Supplier employees are tasked with special process tasks (such as welding, work at heights, painting, etc), the Supplier shall ensure that suitable equipment and aids to safe and healthy working practices are supplied to workers, are maintained, inspected and are used by them.