

Grange Resources Limited Standard PO Terms & Conditions

1 Definitions

1.1 In this Agreement, unless the context otherwise requires:

Agreement means the agreement between the Company and Contractor comprised of the Order, these standard terms & conditions, any Special Conditions, and all other documents annexed to this document or specifically incorporated by reference;

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in the place in which the Site is located;

Claim means any claim, action, suit, demand, proceeding, notice, litigation, investigation or judgement whether based in contract, tort, under statute or otherwise;

Commencement Date means the commencement date (if any) specified in the Order or other document annexed to this Agreement or specifically incorporated by reference;

Company means Grange Resources Limited (Grange) (ABN: 80 009 132 405) and Grange's Related Bodies Corporate of 34a Alexander Street, Burnie TAS 7320

Completion Date means the completion date specified in the Order or other document annexed to this Agreement or specifically incorporated by reference;

Confidential Information means all information (other than information already in the public domain) provided by the Company to the Contractor, including this Agreement;

Contractor means the person, firm or company named in the Order who is required to supply the Services and includes all persons engaged by the Contractor, whether or not employed by the Contractor;

Contract Price means the amount payable by the Company to the Contractor under this Agreement as may be varied in accordance with this Agreement and includes, without limitation, all costs and expenses incurred by the Contractor in relation to the Services, including any applicable sales tax, customs duties, fringe benefit tax, mobilisation and demobilisation costs and the like payable in relation to provision of the Services and shall not be subject to rise and fall or to any change by reason of exchange rate fluctuations or for any other cause unless specifically stated in this Agreement;

Customs Duties means any duties levied by a government on imported goods.

Direct Cost means direct costs properly incurred less any trade discounts and not including depreciation, mark ups, overhead or profit;

Employee Claims means any Claim in respect of any death, injury or occupational disease of any person employed or engaged by the Contractor which arises out of, or is caused by, the supply or non supply of the Services by the Contractor;

Force Majeure means any event or circumstances not within the control of the party claiming force majeure, and which by the exercise of reasonable care, that party is not able to overcome;

GST means goods and services tax levied or imposed in Australia pursuant to the New Tax System (Goods and Services Tax) Act 1999 (Cth);

Good Operating Practices means the practices, methods and acts used by a contractor who in the performance of service exercises that degree of diligence, prudence and foresight reasonably and ordinarily exercised by skilled and experienced contractors engaged in the same type of services in similar conditions;

Goods means any materials, supplies, plant, equipment, or other things to be supplied as part of the Services by the Contractor to the Company, as specified in an Order;

Intellectual Property means all intellectual property rights existing anywhere in the world including any patent, design right, copyright, trade mark, protected circuit layout, trade secret, Confidential Information, or other right whether existing under statute, at common law or in equity or otherwise;

Liabilities means all liabilities, losses, damages, outgoings, costs, and expenses of whatever description, and whether present, unascertained, contingent or prospective;

Personnel means the directors, officers, employees, contractors and agents of the Contractor or the Company as the case may be;

Order means the purchase order forming part of this Agreement, also comprising a scope of work or detailed description of the Goods and/or Services; **SEMS** means the Company's intranet based Safety Environment Management System. The system defines and controls a range of Safety & Environmental policies, standards & procedures

that must be observed by the Contract when seeking to mobilise personnel to any site and during the term of this contract;

Services means the work to be performed by the Contractor as specified in this Agreement, including in the Order and includes where appropriate the supply, hire or provision of any Goods and any and all other work, additions, substitutions, and variations required by Company or agreed between Company and the Contractor in writing;

Site means the Company's premises or other place (if any) designated in the Order;

Site Rules means all rules, regulations, directives, and policies of the Company, which are intended to be of general application to any person at the Site dealing with health and safety, environmental protection, fire prevention, security, alcohol and drugs, anti-bribery and corruption, anti-slavery and emergencies, as amended from time to time;

Special Conditions means the special conditions (if any) set out in the Annexure to this Agreement;

Tax Invoice means any document or record treated by the relevant tax authority as a tax invoice or as a document entitling a recipient to an appropriate tax credit or refund;

Term means the period commencing on the Commencement Date and ending on the Completion Date, subject to early termination under clause 12;

Third Party Claim means any Claim in respect of:

- (a) loss or destruction of, or injury or damage to, or loss of use of any real or personal property;
- (b) any personal injury to or death of any person, arising out of, or caused by, the supply or non-supply of the Services by the Contractor.

1.2 Where two or more persons are included in the term Contractor, then the obligations on their part will bind and be observed and performed by them jointly and each of them severally.

1.3 Time will be of the essence of this Agreement in all respects.

1.4 If there is any conflict or inconsistency, this Agreement will be interpreted in the manner most likely to have been intended by Company.

2 Acceptance of Agreement

- 2.1 The Company engages the Contractor to perform the Services, but this Agreement does not confer upon Contractor any exclusivity in respect of the Services or any services at the Site.
- 2.2 The Order when properly authorised is the only form which will be recognised by the Company as authority for charging Services to its account.
- 2.3 Any qualification to the Contractor's acceptance of this Agreement, is void and of no force or effect unless:
 - (a) agreed to in writing by the Company as a variation to this Agreement; or
 - (b) the qualification is the provision by the Contractor of a warranty that exceeds the requirements of this Agreement.
- 2.4 In the absence of written acceptance of the terms of this Agreement by the Contractor the commencement of any part of this Agreement by the Contractor including delivering Goods, shall be deemed an acceptance and an agreement shall be formed only in the terms set forth in this Agreement.
- 2.5 Contractor represents and warrants it has thoroughly investigated and satisfied itself as to all local and other conditions affecting the performance of the Services including, without limitation, geotechnical, meteorological, geological, labour, accommodation, industrial relations, fuel, power, water, and transport conditions.
- 2.6 Contractor accepts full responsibility for any information it has used, including any conclusions arrived at from the information, and agrees to notify Company if it finds any errors, omissions or inconsistencies in information provided by Company.
- 2.7 Except as prescribed by applicable law, Company gives no warranty of accuracy, sufficiency or otherwise in relation to information provided to Contractor and disclaims all responsibility for such information.
- 2.8 Contractor's failure to attend to all or any of the matters which it is required to do or is deemed to have done under this clause 2 will not relieve Contractor from its liability to

perform its obligations under this Agreement and shall not justify any claim for a variation or otherwise.

3 Price and Payment

- 3.1 The Company must pay the Contractor the Contract Price for the Services. Where no Contract Price is indicated in the Order or other document annexed to this Agreement or specifically incorporated by reference, the price payable by the Company to the Contractor shall be a fair and reasonable price for the Services.
- 3.2 The Contract Price shall not exceed the amount specified in the Order unless first approved by the Company in writing.
- 3.3 The Contractor must submit an invoice to the Company to support the claim for payment. The invoice must be in a form acceptable to the Company and must contain the following information:
- (a) the Order number;
 - (b) a brief description of the Services supplied;
 - (c) the period in which those Services were supplied
 - (d) any further information stipulated in any applicable Tax legislation, or by the Company, so that the Company will receive the benefit of any tax credit or refund in relation to the supply of the Services; and
 - (e) such other accurate verification documentation as may be requested by the Company.
- 3.4 Subject to Clause 3.5, payment will be made by the Company at the end of the following month from receipt of a properly rendered Tax Invoice, unless otherwise agreed, provided and to the extent that nothing is then in dispute in relation to the Services. For clarification, an invoice is not "properly rendered" if the invoice does not comply with the requirements in this clause 3 (including clause 3.3).
- 3.5 If the Company disputes any amount claimed by the Contractor to be due and payable, the Company will notify the Contractor specifying the reasons for the dispute. Payment of the disputed portion will be withheld until settlement of the dispute. The Company will pay the undisputed portion of the invoice.
- 3.6 The Contractor acknowledges that taxation and taxes on Goods, including goods and services taxes vary from time to time and the Contractor shall assist the Company in keeping such payments on Goods and Services to the prescribed minimum. In relation to any taxation payable by the Contractor, the Contractor shall provide, where appropriate, written evidence of its tax status and any exemption from taxation.
- 3.7 The Company may deduct from any payment or moneys due or becoming due to the Contractor all costs, charges, damages, liquidated sums, expenses and other moneys which are payable by or to be reimbursed by Contractor to the Company.

4 Warranties and obligations

- 4.1 The Contractor must:
- (a) commence the Services on the Commencement Date, devote sufficient time and attention to the proper performance of the Services and complete the Services on or before the Completion Date;
 - (b) use its own skill and judgement as to how to provide the Services;
 - (c) obtain all applicable permits, licences, exemptions, consents, and approvals required for the Contractor to perform the Services;
 - (d) give all notices, and pay all entitlements, fees, and taxes in connection with the Services and its Personnel (including leave entitlements and income, fringe benefits, payroll and withholding taxes) unless otherwise specified in the Order;
 - (e) co-operate with staff, contractors and other persons providing goods or services to the Company and must

immediately bring to the attention of the Company any conflict which may arise in relation to the Services between the Contractor and any other person;

- (f) comply with, and ensure that its Personnel comply with, the Site Rules and SEMs and any lawful direction by the Company in respect of the supply of Services; and
- 4.2 Without limiting any other warranty or obligation under the Agreement, the Contractor represents and warrants to the Company as follows in relation to the Services and each part of the Services:
- (a) the Services shall be performed, and any Goods shall be manufactured, to the standard of care, skill and diligence that would normally be expected of a reputable and competent organisation providing goods and services similar to the Services;
 - (b) it and its Personnel are skilled, trained, qualified and competent to perform the Services and that they will perform the Services in accordance with Good Operating Practices in a competent, skilled, and efficient manner.
 - (c) the Services shall comply with all relevant statutes, regulations, by-laws, and codes (including, without limitation, all relevant mines safety and inspections laws) and with best industry practices;
 - (d) any Goods shall:
 - (1) be fit for their intended purpose;
 - (2) be free of defects in materials, workmanship and design;
 - (3) be in good working order and condition in the manner for which they were intended;
 - (4) have a life expectancy commensurate with what would be expected of similar goods provided for similar purposes by a competent and reputable supplier or contractor;
 - (5) be manufactured strictly in accordance with any manufacturing drawings, specifications or description supplied to the Contractor by the Company;
 - (6) be free of defect or failure or malfunction (except to the extent attributable to wrongful use or failure to maintain); and
 - (7) be new unless specified otherwise; and
 - (8) be free from any mortgage, lien, encumbrance, or charge in favour of a third party at the time of the sale and/or delivery to the Company.

5 Performance by Contractor

- 5.1 The parties acknowledge and agree that the relationship between the Company and the Contractor is that of principal and independent contractor.
- 5.2 Nothing in this Agreement will be deemed to constitute the Contractor nor any of its Personnel an employee, partner, agent or representative of the Company and the Contractor nor any of its Personnel will have no authority to incur and will not incur any obligation on the part of the Company, except with, and to the extent of, the prior written authority of the Company.
- 5.3 The Contractor acknowledges that it is liable for payment of all allowances, taxes, premiums, and costs, including leave entitlements, holding and sick pay, payroll tax, PAYE tax, costs of insurance or other non-reimbursable costs which arise in connection with the performance of the Services.
- 5.4 The Contractor shall indemnify the Company against all claims and liens in regard to wages that may become due and payable to its employees and the employees of any subcontractors and all claims and liens of subcontractors and contractors of goods, labour or services provided in connection with the performance of the Services.
- 5.5 If the Company has reasonable grounds to believe that any amounts due and owing to any of Contractor's personnel, subcontractors or suppliers have not been paid by the

Contractor, then the Company may, in its discretion, withhold from any payment otherwise due to the Contractor under this Agreement an amount which the Company reasonably believes to be due and owing but unpaid to the Contractor's personnel, subcontractors or suppliers and the Company shall be entitled to pay amounts so withheld to the persons entitled to receive payment from the Contractor.

- 5.6 The Contractor will only appoint or engage in the performance of any Services, Personnel who are skilled and experienced in their trades and professions and will remove and replace any Personnel at the request of the Company or in accordance with Company policies. If any Personnel need to be replaced and the Contractor is unable to replace that Personnel within a 24 hour period, the Contractor will be liable for all Liabilities suffered by the Company arising out of or in relation to this.
- 5.7 If any of the Contractor's Personnel are temporarily unavailable to provide the Services, the Contractor will at the Company's request replace that person with another person of equal skill and qualifications as approved by the Company. In the event of such temporary unavailability, the Contractor will not be held responsible for any delays in the completion for the Services provided the Contractor notifies the Company in writing of the delay, and the reason for the delay, promptly after its commencement.
- 5.8 The Contractor will supply all materials, tools and equipment required to perform the Services, and, without limiting the representations and warranties set out in clause 4, the Contractor warrants that all materials used to perform the Services will be new and of the best quality and workmanship of their respective kinds.
- 5.9 On the Completion Date, or upon termination of this Agreement, the Contractor will return to the Company any materials, equipment or other property supplied by the Company to the Contractor in the same condition that it was supplied save for an allowance for fair wear and tear.
- 5.10 The Contractor waives any lien or any other right, title or interest which it might have at any time in respect of any materials or equipment which are incorporated into, or form the whole or part of, the Services and will ensure that a similar provision is included in all contracts with subcontractors and suppliers who supply any materials and equipment to the Contractor for the purposes of this Agreement.
- 5.11 Without limiting any requirements described in the Special Conditions, each of the Contractor's Personnel who will have access to the Site in order to perform the Services must pass the Company's SEMS program to the reasonable satisfaction of the Company.

6 Testing and inspection

- 6.1 Without derogating from clause (b), the Company will determine whether the Services supplied are in accordance with this Agreement and are to the standard, quality and quantity required by the Company
- 6.2 If any part, or the whole, of the Services supplied by the Contractor are, in the Company's opinion, incomplete or are not substantially in accordance with the requirements of this Agreement:
 - (a) the Company will notify the Contractor of such deficiencies;
 - (b) the Contractor must, at its cost, correct such deficiencies in the time specified by the Company; and
 - (c) if the Contractor fails to promptly correct such deficiencies, the Company may make, or cause others to make, such corrections and the costs so incurred by the Company may be deducted from payments to be made to the Contractor under this Agreement or otherwise recovered from the Contractor.

- 6.3 If the Company determines that any remedial, protective, repair of other like works are required to prevent:
 - (a) loss or damage to the whole or any part of the Services;
 - (b) loss or damage to any property;
 - (c) personal injury to, or death of, any person; or
 - (d) disruption to the whole or any part of the Company's operations, the Company may perform, or cause others to perform, such work at the risk and reasonable expense of the Contractor.
- 6.4 The Contractor will conduct tests of the Services or part thereof as may be required under this Agreement and otherwise as required in accordance with the relevant Australian Standards and codes, or where there are no standards or codes, in accordance with Good Operating Practices, however if the Company requires a test to be carried out because the Company believes the Services may not be in accordance with the requirements of this Agreement, and where this is confirmed by the results of the test, then the Contractor will pay the Direct Costs of the test.
- 6.5 Nothing in this clause 6 limits in any way the rights and remedies of the Company under this Agreement or at law or in equity, in respect of any deficiencies in the Services or any other failure by the Contractor to perform its obligations under this Agreement.
- 6.6 Notwithstanding any other provision of this Agreement, any inspection, audit, approval, acceptance, permission, comment, determination, direction, or recommendation by, or on behalf of, the Company will not:
 - (a) constitute waiver of any default on the part of the Contractor or limitation of any rights or remedies in respect of any act or omission on the part of the Contractor;
 - (b) constitute acceptance of any act or omission on the part of the Contractor; or
 - (c) affect the Contractor's obligation to perform its obligations under this Agreement.
- 6.7 To the extent permitted by law, the Company excludes liability for, and neither the Company nor any of the Company's Personnel owes the Contractor, any duty of care in contract or otherwise, in relation to:
 - (a) any audit or inspection; or
 - (b) any approval, acceptance, attendance, permission, comment, determination, direction, or recommendation.

7 Suspension or Delay

- 7.1 The Company may by notice in writing to the Contractor direct that the whole or any part of the supply of Services be suspended for such time as the Company thinks fit, and upon receipt of the notice the Contractor must immediately suspend the supply of those Services identified in the notice. When the reason for suspension no longer exists, the Company Representative will direct the Contractor to recommence the supply of the Services, and the Contractor must comply with that direction as soon as is reasonably practicable.
- 7.2 The Contractor must do all things reasonably necessary to reduce any cost or expense consequent upon the suspension, and then the Contractor may, in full compensation for the suspension, be paid:
 - (a) reasonable costs incurred by the Contractor directly referable to redundant personnel or labour holding expenses during the period of suspension;
 - (b) demobilisation and remobilisation charge for the actual costs incurred by the Contractor for demobilising and remobilising Personnel and equipment; or
 - (c) both charges
- 7.3 No suspension directed by the Company or otherwise arising, shall vitiate this Agreement.
- 7.4 If the Company's Representative is of the opinion that the Contractor will not be able to complete the Services or any

part of the Services in accordance with this Agreement, then the Company's Representative (without prejudice to the Company's other rights under this Agreement) may instruct the Contractor to work overtime (including night shifts, Saturdays, Sundays and public holidays) and to provide all necessary additional labour, supervision and plant to achieve and maintain adherence to the agreed Services delivery schedule at no additional cost to the Company, until such time as the performance of the Services is in accordance with the agreed Services delivery schedule. The Contractor must comply with any instruction from the Company's Representative given in accordance with this clause 7.

- 7.5 To the extent that the Contractor is unable to perform all or any part of the Services in accordance with this Agreement for any reason (including Force Majeure), the Company may, in its sole discretion, source such part of the Services from any third party (Alternative Services).
- 7.6 If the Company exercises its rights under clause 7.5 to source Alternative Services, the Contractor is responsible for all incremental costs to the Company associated with sourcing the Alternative Services, except where the reason for the inability to perform all or part of the Services was:
- (a) due to the Contractor being subject to Force Majeure; or
 - (b) as a direct result of an act or omission of the Company.
- 7.7 The Company must use reasonable endeavours in exercising its rights under clause 7.5 to source the Alternative Services at the minimum cost reasonably available.
- 7.8 Nothing in this clause 7 limits in any way the rights and remedies of the Company under this Agreement or at law or in equity, in respect of any failure to complete the Services or any other failure by the Contractor to perform its obligations under this Agreement.

8 Force Majeure

- 8.1 If a party is prevented from carrying out the whole or any part of its obligations under this Agreement by reason of an event of Force Majeure, that party must immediately give to the other party notice of the occurrence of the event of Force Majeure, and the particulars thereof including at least the estimated length of the delay in performance resulting from the Force Majeure and the steps that it intends to take to overcome or mitigate such event or circumstance.
- 8.2 Subject to clause 8.3, the obligations of either party, to the extent that they are affected by that event of Force Majeure, will be suspended during, but no longer than, the continuation of that event of Force Majeure.
- 8.3 Except as provided by this clause, a party affected by Force Majeure must use its best endeavours to remedy or circumvent the effect of any event of Force Majeure and comply with its obligations under this Agreement, provided that an affected party may conduct itself with respect to strikes, lockouts, bans, limitations of work and other industrial disturbances in such manner as that party in its absolute discretion thinks fit.
- 8.4 It is expressly agreed that the following matters shall not constitute Force Majeure:
- (a) lack of or inability to use funds for any reason;
 - (b) any occurrence which results from the wrongful act or wrongful omission of the affected party or the failure by the affected party to act in a prudent and proper manner and in accordance with good and accepted industry practices;
 - (c) any failure by the affected party to reach agreement with any third party necessary to enable the affected party to perform its obligations under this Agreement;
 - (d) an event or circumstance, where the event or circumstance or its effects on the affected party or the resulting inability of the affected party to perform its obligations could have been prevented, overcome or

remedied by the exercise by the affected party of the standard of care and diligence consistent with that of a reasonable and prudent operator;

- (e) breakdown of Contractor's equipment; (
 - (f) strike or industrial action of Contractor's employees or those of Subcontractors; and
 - (g) wet weather.
- 8.5 The Contractor agrees that the Company may terminate this Agreement in whole or in part by notice to the Contractor if any event of Force Majeure has the result that the Contractor fails to deliver the whole or any part of the Services or otherwise is unable to comply with any of its obligations under this Agreement, for more than a reasonable period (determined having regard to the nature and kind of the services provided and their criticality to the Company's business, but in no circumstances exceeding 14 days).

9 Risk and title

- 9.1 Title in any Goods supplied under this Agreement passes upon delivery to the Company or payment of the Contract Price, whichever occurs first.
- 9.2 All Goods shall be at the Contractor's risk until such Goods have been delivered to, and accepted by, the Company at the Site.
- 9.3 Where any goods owned by the Company are provided to the Contractor for the purposes of supplying the Services, property in and ownership of those goods remains with the Company.
- 9.4 The Contractor hereby waives any liens it may have over the Goods which are delivered to the Company pursuant to this Agreement, and the Contractor will obtain a similar waiver from any relevant Personnel.

10 Insurance

- 10.1 The Contractor must provide the insurances set out in the Annexure hereto.
- 10.2 The Contractor must provide to the Company, upon request, copies of each of the policies, and certificates of currency of each of the policies, of insurances required to be maintained pursuant to this clause 10.
- 10.3 The Contractor shall in accordance with clause 15.3 ensure that a similar provision for insurance is included in all contracts with sub-contractors and suppliers who supply Services to the Company for the purposes of this Agreement.

11 Indemnity

- 11.1 The Contractor will be liable for, and will indemnify the Company and its Personnel against, all Liabilities arising out of or in connection with: (a) any Third Party Claims; (b) the supply of Services under this Agreement; (c) the presence of the Contractor or any of its Personnel on or about the Site; or (d) any Employee Claims.

12 Termination

- 12.1 The Company may at any time terminate this Agreement by giving the Contractor 5 days' written notice. If this Agreement covers standard Services, the Company's liability will be to pay for Services delivered prior to termination. If this Agreement covers Services requiring Goods to be manufactured to the Company's specification, upon receipt of notice of termination the Contractor must cease manufacture, supply or work and will do everything possible to mitigate all costs incurred by it from such termination. Provided that the Contractor is not in default

(and has complied with the foregoing) the Company shall pay to the Contractor:

- (a) the reasonable costs incurred by the Contractor in performing this Agreement in respect of any undelivered or unpurchased goods prior to the date of the notice of termination; and
 - (b) 6% of the above cost in lieu of profit, subject to the Contractor demonstrating, to the reasonable satisfaction of the Company, that such costs have in fact been incurred and provided that the total termination payment plus previous payments under this Agreement shall not exceed the Contract Price.
- 12.2 The Company may terminate this Agreement immediately upon giving the Contractor notice in writing if the Contractor breaches any term of this Agreement or, subject to the *Corporations Act 2001* (Cth), has a liquidator, administrator, receiver or receiver and manager appointed to it or any of its assets, enters into a scheme of arrangement (other than for the purposes of a solvent reconstruction) or has execution levied against any of its property.
- 12.3 The Contractor may terminate this Agreement immediately upon giving the Company notice in writing if the Company:
- (a) breaches any obligation to pay the Contract Price and fails to remedy that breach within 30 days of receipt of a written notice from the Contractor identifying that breach and requiring remedy; or
 - (b) subject to the *Corporations Act 2001* (Cth), has a liquidator, administrator, receiver or receiver and manager appointed to it or any of its assets, enters into a scheme of arrangement (other than for the purposes of a solvent reconstruction) or has execution levied against any of its property.

a licence to the Company on a perpetual, transferable, irrevocable, non-exclusive, and fully paid-up basis.

13 Confidentiality

- 13.1 The Contractor must:
- (a) not, without the consent of the Company, directly or indirectly disclose to any person or use the Confidential Information in whole or in part except in fulfilling its obligations under this Agreement;
 - (b) not copy or otherwise reproduce any documents containing Confidential Information except as is necessary in fulfilling its obligations under this Agreement;
 - (c) on termination of this Agreement or on demand by the Company return all documents containing any Confidential Information including any documents created by the Contractor which contain any Confidential Information;
 - (d) use its best endeavours to protect the confidentiality of the Confidential Information; and
 - (e) comply with all reasonable requests by the Company regarding the protection of the Confidential Information.

14 Intellectual Property

- 14.1 The Contractor warrants that in supplying the Services neither the Company nor the Contractor will infringe the Intellectual Property of any third party.
- 14.2 All Intellectual Property created by the Contractor (either by itself or jointly with any third party), in supplying the Services or otherwise pursuant to or incidental to this Agreement will be owned by the Company. The Contractor agrees to notify the Company immediately of the discovery of any such Intellectual Property rights and assigns to the Company its entire right, title and interest in all such Intellectual Property.
- 14.3 To the extent a licence to the Contractor's pre-existing Intellectual Property is required for the Company's exploitation, enjoyment, use or benefit of use of the Goods and/or Services to be supplied by the Contractor to the Company under this Agreement, the Contractor grants such

15 Assignment and subcontracting

- 15.1 The Contractor may assign, novate, or subcontract all or any part of this Agreement provided it has the Company's prior written consent (not to be unreasonably withheld).
- 15.2 No assignment or novation is effective until the assignee has agreed in writing with the Company to perform the Contractor's obligations under this Agreement.
- 15.3 No sub-contract shall in any way relieve the Contractor from full and entire responsibility for the performance of its obligations under this Agreement. The Contractor shall be liable for all acts, errors and omissions of its subcontractors or suppliers. The Contractor shall make any sub-contract subject to the conditions of this Agreement to the extent that they may be applicable.

16 Disputes

- 16.1 If there is any dispute between the parties concerning or arising out of this Agreement, the parties shall as a condition precedent to the commencement of any proceedings, meet to attempt to resolve the dispute. If the parties fail to agree within 30 days after first meeting, either party may commence legal proceedings to resolve the dispute. Nothing in this clause 16 prevents either party from commencing any action or proceeding at any time in relation to any dispute or claim arising under or in connection with this Agreement for the purpose of seeking urgent interim or interlocutory relief.

17 Local Content

- 17.1 The Contractor shall, in performance of the Agreement - except in those cases where the Contractor can demonstrate it is impracticable so to do, use goods and services available within Tasmania or if such goods and services is not available then, except as aforesaid, use goods and services otherwise available within Australia.
- 17.2 Contractor shall keep the Company informed on a regular basis as determined by the Company from time to time or otherwise as required by the Company during the currency of this Agreement of any services (including any elements of the project investigations design and management) and any works materials plant equipment and supplies that they may be proposing to obtain from or have carried out or permit to be obtained from or carried out outside Australia together with their reasons therefore and shall as and when required by the Company consult with the Company with respect thereto.

18 Customs Duty

- 18.1 The rates set out in the Order include all Customs Duties, and all other charges payable for any materials or equipment to be supplied by the Contractor with the Services in accordance with the Agreement.
- 18.2 The Contractor must co-operate fully with and assist the Company in the reduction of Customs Duties payable under this Agreement.

19 No Consequential Loss

- 19.1 Subject to clause 19.2 but notwithstanding anything else in this Agreement to the contrary, neither the Company nor the Contractor shall be liable to each other for any indirect loss or damages of any nature whatsoever whether based on contract, warranty, tort (including negligence) or

otherwise, which for the avoidance of doubt does not include a loss which fairly and reasonably arises naturally from the event giving rise to the loss

- 19.2 Nothing in this Agreement limits the Contractor's liability to the Company for any loss or liability in connection with personal injury, property damage, third party claims or fraud of the Contractor or its personnel.

or such other address as it may have notified to the other party.

20 Modern Slavery

20.1 Contractor's Obligations

The Contractor undertaken to the Company that throughout the term:

- (a) it will at all times maintain policies and procedures and adequate internal controls designed to ensure it will not engage in Modern Slavery
- (b) it will not, and it will use reasonable endeavours to ensure that its directors, officers, employees, and agents do not engage in Modern Slavery
- (c) it will comply with all its statutory obligations in relation to Modern Slavery.

20.2 Consequences of Breach

- (a) Notwithstanding any other provision of the Agreement, the Company may immediately terminate the Agreement if it is satisfied that, in its sole discretion, the Contractor has breached, or may or is likely to breach, any undertaking in clause 20.1
- (b) In the event of termination pursuant to clause 20.2 (a), the Company will not be liable to the Contractor of any fees, reimbursements, or other compensation (except for Fees for Services already provided to the Company) any other loss, cost, claim or damage resulting, directly or indirectly, to the Contractor from such termination.

21 General

- 21.1 This Agreement may be varied only by agreement in writing signed by the parties. Other than the directors of the Company, only the Commercial Manager of the Company is authorised to bind the Company in respect of any such agreement in writing.
- 21.2 If any part of this Agreement is, or becomes, void or unenforceable, that part is, or will be, severed from this Agreement so that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.
- 21.3 A failure to exercise or delay in exercising any right, power or privilege by any party will not operate as a waiver of that right, power or privilege. A single or partial exercise of any right, power or privilege will not preclude any other or further exercise of that right, power or privilege, or the exercise of any right, power or privilege.
- 21.4 This Agreement is governed by and is to be construed according to the laws of Tasmania and the parties submit to the non-exclusive jurisdiction of the courts of Tasmania and the courts of the Commonwealth of Australia.
- 21.5 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and contains all of the representations, warranties, covenants, and agreements of the parties in relation to the subject matter of this Agreement as at the date of this Agreement.
- 21.6 All notices and other documents given pursuant to this Agreement must be in writing and may be given by personal delivery or prepaid post to the party to whom the notice is addressed at its address shown in this Agreement

Annexure A - Special Conditions

Insurance

- I.1 The Contractor must insure its liability against all Employee Claims. The insurance must:
- (a) comply with all statutory requirements including providing any compulsory statutory workers' compensation benefits including industrial disease insurance relevant to the applicable Site;
 - (b) provide common law liability to a limit of not less than \$50,000,000 in relation to any one occurrence and unlimited as to the number of occurrences; and
 - (c) be extended to indemnify the Company as principal for Employee Claims.
- I.2 The Contractor must insure against all Third Party Claims. The insurance must:
- (a) provide cover to an amount of \$20,000,000 in respect of any one claim and unlimited as to the number of claims;
 - (b) include the Company as an additional insured;
 - (c) include a cross liability endorsement that:
 - (1) all agreements and endorsements except limits of liability shall operate in the same manner as if there were a separate policy of insurance covering each party insured; and
 - (2) a failure by any insured party to observe and fulfil the terms and conditions of the policy shall not prejudice the rights of any other insured party; and
 - (d) provide a waiver by the insurer of all rights of subrogation, action or relief against any of the insured parties.
- I.3 The Contractor must ensure that all items of the Contractor's equipment used or brought onto the Site are insured and that items which are licensed as motor vehicles, or which are required to be so licensed, are kept licensed in accordance with any laws, and insured against Third Party Claims under a comprehensive motor vehicle third party liability policy. The limit of liability shall be not less than \$10,000,000 any one occurrence and unlimited as to the number of occurrences. In addition, where the use of vehicles is required to be insured by virtue of any act or ordinance relating to the use of such vehicles, Contractor shall ensure full compliance with such requirements.
- I.4 Where the Services include professional services (as nominated on the Order), the Contractor must arrange and maintain, at its own expense, for the duration of this Agreement, professional indemnity insurance for a limit of indemnity of not less than \$2,000,000.

For use for Hire of Goods

Notwithstanding anything contained in the standard terms & conditions, the following provisions apply where the Services comprise the hire of Goods by the Company.

SC1 The Contractor being a Person Conducting a Business or Undertaking (PCBU) has duties as an entity with management or control of equipment and must comply with the Work Health and Safety Act 2021 and Industry Standards. The Contractor hiring or leasing the equipment must ensure, so far as reasonably practicable, that the equipment is safe to use and properly maintained. The Contractor must also provide specific Information to the Company as to how to operate the equipment safely as well as provide the manufacturer's information about the purpose of the equipment and its proper use.

SC2 Notwithstanding SC1 nor without limiting any other warranty or obligation under this Agreement, the Contractor warrants that it has provided to the Company all information relating to:

- (a) the operating instructions for the Goods;
- (b) any dangers associated with the Goods;
- (c) the manufacturer's specifications; and
- (d) any procedures necessary to ensure that persons properly using the Goods are not exposed to hazards.

SC3 Unless otherwise stated on the Order, the Contractor must provide the following maintenance services to ensure that the Goods are available for use and operation by the Company at all times in accordance with this Agreement:

- (a) compliance with the recommended maintenance procedures set out in the technical manuals and operating instructions for the Goods;
- (b) execution of all service and repair activities, including scheduled periodic services, minor and major repairs, mutually agreed accident damage and mutually approved modifications;
- (c) supply and maintenance of spare parts, materials, lubricants and consumables (other than petroleum fuels); and
- (d) compliance with any statutory maintenance requirements.

SC4 Upon:

- (a) delivery of the Goods to the Site, the Company shall determine and record the condition of the Goods. The Company shall provide a copy of this record to the Contractor; and
- (b) the expiry of the Term and prior to the Goods being returned to the Contractor:
 - (1) the Goods will be inspected by the Company and the Contractor; and
 - (2) the Company and the Contractor shall agree any material change in the condition of the Goods from that previously recorded.

SC5 The Company and the Contractor acknowledge that title and risk in the Goods remains with the Contractor at all times during the Term.

SC6 If the Goods comprise motor vehicles, the Contractor must insure those Goods in accordance with clause 1.3 of the annexure.

SC7 Except as amended by this Special Condition, clause 10 of the standard terms & conditions applies.

For Sole Traders

Clause 1.1 of the annexure shall not apply where the Contractor is a sole trader and unable to obtain workers' compensation insurance.

For Geo Services

In the case of professional services (as nominated on the Order) in the nature of geological, geophysical or geotechnical services, the professional indemnity insurance maintained must have a limit of indemnity of not less than \$500,000.

For Services on Site

S.1 Subject to the compliance by the Contractor with the terms of this Agreement, the Company must give the Contractor access to the Site as and when required to enable the Contractor to supply the Services.

S.2 The Contractor shall be responsible for:

- (a) mobilisation to the Site of Contractor's equipment, Contractor's Personnel, Contractor's facilities, and all other items required to be supplied or provided by Contractor under this Agreement. Mobilisation includes all unpacking

time, upon arrival on-Site, and until commencement of Services.

- (b) demobilisation of the above upon completion of the Services. Demobilisation includes all packing up and office/laydown area, Site clean up from completion of the Services and departure from Site.

S.3 The Contractor acknowledges and agrees with the Company that:

- (a) the Company remains in possession of the Site at all times;
- (b) the Company retains overriding control of the Site and all persons within the Site.

S.4 Where the supply of Services requires the Contractor to enter the Site, the Contractor and its Personnel must comply with the Site Rules, SEMS and any other policies and procedures of the Company relevant to activities occurring on the Site as notified by the Company to the Contractor from time to time. The Contractor is responsible for bringing to the attention of its Personnel the information contained in those items.

S.5 The Company may amend its Site Rules, SEMS and any other of its policies and procedures described in paragraph S.4 as notified by the Company to the Contractor from time to time. The Contractor and its Personnel must comply with such amendments from the time that the notice of amendments has been received.

S.6 The Contractor, before mobilising Site-based Personnel, must comply with the Company's SEMS program. S.8 Contractor and Contractor's Personnel must continue to be in compliance with SEMS during the provision of the Services and should non-compliance occur the Contractor must:

- (a) correct the non-compliance promptly;
- (b) take any necessary steps to avoid it happening again; and
- (c) remove the person responsible for the noncompliance from the Site or any other premises of the Company.