

**AURELIA METALS LIMITED****PURCHASE ORDER TERMS AND CONDITIONS****1. Supply of Goods and/or Services**

- 1.1 In consideration of payment of the price by the Company, the Supplier must supply to the Company the Goods and/or perform the Services in accordance with the Purchase Order (which includes these Purchase Order Terms and Conditions).
- 1.2 To the extent the Supplier's terms and conditions are supplied with the Goods or Services (including as printed on consignment notes or other documents), those terms and conditions will be of no legal effect and will not constitute part of this Purchase Order (even if any of representative of the Company signs those terms and conditions or annexes the terms and conditions to this Purchase Order).
- 1.3 Where this Purchase Order relates to Goods and/or Services the subject of a contract between the Supplier and the Company, the terms of that contract apply to the extent of any inconsistency with these Purchase Order Terms and Conditions.
- 1.4 The Supplier must, in supplying the Goods or performing the Services:
- (a) Not interfere with the Company's activities or the activities of any other person at the delivery address;
  - (b) Be aware of and comply with and ensure that the Supplier's Employees, Agents and Subcontractors are aware of and comply with:
    - i. All applicable laws;
    - ii. All Site standards and procedures, to the extent that they are applicable to the supply of the Goods or the performance of the Services by the Supplier; and
    - iii. All lawful directions and orders given by the Company's Representative or any person authorised by law to give directions to the Supplier;
  - (c) ensure that the Supplier's Employees, Agents and Subcontractors entering the Company's premises perform in a safe manner and are properly qualified for, and skilled in, the performance of their tasks and are of such character as not to prejudice:
    - i. Safe working practices;
    - ii. Safety and care of property; and
    - iii. Continuity of work;
  - (d) Provide all such information and assistance as the Company reasonably requires in connection with any statutory or HSEC investigation in connection with the supply of the Goods or the performance of the Services;
  - (e) On request by the Company, provide to the Company and its Employees, Agents and Consultants any information and assistance required to identify, evaluate, implement and report on any matter required by law, including:

- i. Producing written reports;
- ii. Recommending efficiency opportunities;
- iii. Collecting data; and
- iv. Monitoring or metering

in respect of anything used, produced or created in connection with the performance of the Supplier's obligations under this Contract.

## **2. Delivery**

- 2.1 The Supplier must deliver the Goods to the delivery Address by the delivery date.
- 2.2 The Supplier must ensure that the Goods are suitably packed to avoid damage in transit or in storage.
- 2.3 Packages must be marked with the Purchase Order number, item number, destination, contents, quantity, date and method of dispatch and weight of each package.

## **3. Time for Performance**

The Supplier must perform the Services by the dates specified in the Purchase Order.

## **4. Title and Risk**

- 4.1 Title in the Goods passes to the Company upon payment of the Price.
- 4.2 Risk in the Goods passes to the Company when the Goods are delivered to the delivery address.

## **5. Price**

- 5.1 The Company must pay the Supplier the price for the Goods and/or Services.
- 5.2 The Price is inclusive of all costs incurred by the Supplier in the supply of the Goods and/or performance of the Services including all charges for packing, insurance and delivery of the Goods and the cost of any items used or supplied in the performance of the Services.
- 5.3 The Price is inclusive of all taxes and duties, except GST.

## **6. GST**

- 6.1 If GST is imposed on any supply made by the Supplier under or in connection with this Purchase Order, the Supplier may recover from the Company, in addition to the Price, an amount equal to the GST payable in respect of that supply.
- 6.2 The Supplier must first provide the Company with a valid Tax Invoice before the Company will pay the GST amount to the Supplier.

## 7. Invoicing

- 7.1 Upon delivery of the Goods and/or completion of the Services, the Supplier must provide to the Company via the email/postal address specified on the Purchase Order:
- (a) a valid Tax Invoice

which must include the information set out in clause 7.2.

- 7.2 Any invoice must include the following details:

- (a) A reference to this Purchase Order and the relevant Contract (if any) including the line item numbers on the Purchase Order and the Contract Number;
- (b) A detailed description of the delivered Goods or performed Services, including the date of delivery and/or period of Services in respect of which the invoice relates and the relevant quantity;
- (c) An individual reference number for the Company to quote with remittance of payment;
- (d) BSB and bank account number for remittance of payment;
- (e) The Price relating to the Goods and/or Services, broken down to reflect the same price components on the Purchase Order;
- (f) The amount of any applicable GST;
- (g) Company operation and Site; and
- (h) Company contact name.

- 7.4 If the Company requests, the Supplier must provide the Company with all relevant records to calculate and verify the amount set out in any Invoice.

- 7.5 The Company is not obliged to approve any invoice submitted in accordance with clause 7.1(a), and may withhold approval and/or money due to the Supplier under this Contract if the Goods or Services (or any part of them) are defective.

## 8. Payment of Invoices

- 8.1 Subject to clause 7, the Company will pay all invoices except where the Company disputes the invoice, in which case:

- i. The Company may withhold all or part payment pending resolution of the dispute; and
- ii. If the resolution of the dispute determines that the Company must pay an amount to the Supplier, the Company must pay that amount upon resolution of that dispute.

- 8.2 Subject to clause 8.1, invoices will be paid:

- i. Within 30 days of the invoice date if the invoice is received within 5 business days of

the invoice date

- ii. Within 30 days of the date of receipt of the invoice if the invoice is received later than 5 business days after the invoice date.

8.3 The Company may reduce any payment due to the Supplier under this Contract by any amount which the Supplier must pay the Company, including costs, charges, damages and expenses and any debts owed by the Supplier to the Company on any account whatsoever. This does not limit the Company's right to recover those amounts in other ways.

## 9. Quality

9.1 The Goods and/or Services must match the description referred to in the Purchase Order.

9.2 If the Supplier gave the Company a sample of the Goods or a demonstration of the Services, the Goods and/or Services must be of the same nature and quality as the sample or demonstration given.

9.3 The Goods and/or Services must be fit for the purpose for which Goods and/or Services of the same kind are commonly supplied or bought and for any other purpose the Company specifies.

9.4 The Goods must be of merchantable quality and, unless otherwise specified in the Purchase Order, must be new.

## 10. Warranty Period

10.1 If, during the Warranty Period, any of the Goods or Services are found to be defective, the Company may:

- (a) Return the defective Goods to the Supplier;
- (b) Reject the defective Services;
- (c) Repair or make good the defective Goods; or
- (d) Re-perform or make good the defective Services.

10.2 The Supplier must:

- (a) Repair or replace the defective Goods;
- (b) Re-perform or make good the defective Services; or
- (c) Reimburse the Company for any expenses incurred in repairing, re-performing or making good (as the case may be) any defective Goods or Services;

at the Supplier's cost, if requested to do so by the Company.

## 11. Insurance

11.1 The Supplier must arrange insurance at least to the full replacement value of the Goods including adequate transit insurance and also covering unloading if the Supplier is required to unload the Goods.

11.2 The Supplier shall carry:

- (a) Workers Compensation/Employer's Liability required by law
- (b) Adequate Public & Product Liability Insurance; and
- (c) Any other insurance as required by law.

11.3 Subcontractors/Sub-suppliers

- (a) The Supplier must ensure that its subcontractors/sub-suppliers are insured as required by clause 11.2, as appropriate (including as to amounts of insurance and type of insurance) given the nature of good supplied, or Services/work to be performed by them, as if they were the Supplier.

## 12. Cancellation

12.1 The Company may at its option cancel the Purchase Order or any part thereof at any time. The Company's liability will be to pay for materials manufactured and supplied in accordance with the Purchase Order at the date of cancellation and for costs of materials and other items ordered for which Supplier is legally bound to pay. Upon such payment, title to and property in all those materials and other items shall pass to Purchaser.

## 13. Termination for Default

13.1 If the Supplier fails to make delivery; fails to perform within the time specified in the Purchase Order; delivers non-conforming Goods; fails to make progress so as to endanger performance of the Purchase Order; then in any case the Company may cancel the Purchase Order or part thereof and the Supplier shall be liable for all costs incurred by Purchaser in purchasing similar Goods elsewhere.

## 14. Definitions

**Company** means the AURELIA METALS entity named in the Purchase Order.

**Supplier** means the party identified as such in the Purchase Order.

**Defective** means Goods and/or Services (or any aspect of them) which are not in accordance with the Purchase Order or which are damaged, deficient, faulty, inadequate or incomplete.

**Delivery Address** means the place for delivery specified on the Purchase Order.

**Delivery Date** means the delivery date specified on the Purchase Order.

**Goods** means the Goods, if any, described on the Purchase Order.

**GST** has the meaning given to that term under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**HSEC** means health, safety, environment and community.

**Law** means:

- (a) Commonwealth, State and local Government legislation including regulations, by-laws, orders, awards and proclamations;
- (b) Common law and equity;
- (c) Authority requirements and consents, certificates, licences, permits and approvals (including conditions in respect of those consents, certificates, licences, permits and approvals); and
- (d) Guidelines of Authorities with which the Supplier is legally required to comply.

**Purchase Order** means the purchase order for Goods and/or Services issued by the Company to the Supplier from time to time containing, amongst other things, a description of the Goods and/or Services.

**Price** means the price set out in the Purchase Order which is exclusive of GST, but is inclusive of all other costs and charges.

**Services** means the Services, if any, described on the Purchase Order.

**Site Standards and Procedures** means any guidelines, rules, requirements or Site specific conditions which the Company makes available to the Supplier from time to time.

**Warranty Period** means the period of 24 months commencing on the date of delivery of the Goods and/or 12 months from the date on which the service is performed.