PURCHASE ORDER TERMS AND CONDITIONS

Date from which these General Conditions apply: 1 March 2023

1. Supply of Goods and Services

1.1. The Supplier must supply Goods and/or Services to the Company in accordance with and as specified in this Agreement.

1.2. This **Agreement** means the agreement between the Company and the Supplier comprising:

(a) the Purchase Order;

(b) any documents issued with, attached to, or referred to in the Purchase Order;

(c) these General Conditions;

(d) the Code of Conduct; and

(e) any documents issued with, attached to, or referred to in these General Conditions (other than the documents referred to in clauses 1.2(a), 1.2(b), 1.2(c) and 1.2(d)),

and to the extent of any inconsistency between the above documents their interpretation will follow the above order of precedence.

1.3. This Agreement is made upon the earliest to occur of the following:

(a) the Supplier provides the Company with written acceptance of the Purchase Order;

(b) the Supplier begins supplying the Goods and/or Services; and

(c) the Supplier accepts payment from the Company of any portion of the Price,

and will remain in force, unless terminated earlier in accordance with this Agreement, until the completion by the Supplier of all of its obligations pursuant to this Agreement.

1.4. This Agreement supersedes all previous communications and negotiations in relation to the Goods and/or Services. The terms of this Agreement prevail over any inconsistent terms provided or proposed by the Supplier, unless the Parties agree otherwise in writing.

1.5. Other than any information the Company expressly agrees in writing to warrant or which is expressly set out in this Agreement, the Company does not warrant or guarantee the accuracy, sufficiency or otherwise of any information provided by the Company to the Supplier, including during any negotiations in respect of this Agreement. The Supplier acknowledges and agrees that it has not relied on any such information and that its execution and performance of this Agreement is based on its own investigations and determinations.

1.6. The Supplier is not an exclusive supplier to the Company. Nothing in this Agreement prevents the Company from acquiring goods and/or services that are identical to the Goods and/or Services from any other supplier at any time.

1.7. The Supplier has disclosed all information in relation to the Supplier's ability, capacity, resources and expertise to perform this Agreement and such information is true and correct in every respect and is not misleading or deceptive, or likely to mislead or deceive. The Supplier has not withheld from the Company any information concerning the Supplier or its experience, capacity, ability, resources or expertise which may reasonably be supposed to be material to the Company in determining whether or not to engage the Supplier to provide the Goods and/or Services or the price at which or the terms on which the Company would be prepared to engage the Supplier to provide the Goods and/or Services.

1.8. The Supplier acknowledges and agrees that:

(a) the Company is a member of the Group and any Goods and/or Services supplied to the Company may be used by or transferred to another Group Company;

(b) the Company enters into this Agreement for the benefit of the Company and any Group User and any and all rights and remedies of the Company under the Agreement extend to and protect each Group User;

(c) any Group User shall have the benefit of, and may rely upon and enforce, all warranties and

representations under this Agreement in relation to the Goods and/or Services;

(d) the Company may at any time assign, novate or sub-contract any or all of its rights and obligations under this Agreement including to another Group Company;

(e) every exemption, limitation, defence, immunity, indemnity or other benefit contained in this Agreement to which the Company is entitled will also be held by the Company to the benefit of, and will extend to protect, each Group Company and each of the Group Company's Personnel; and

(f) any right or remedy of a Group Company under this Agreement may be enforced by the Company on the Group Company's behalf.

2. Conditions as to quality and description of Goods

2.1. The Goods must match the description and specifications (including any performance criteria) in this Agreement. If the Supplier gave the Company a sample of the would-be Goods before or at the time this Agreement was made, the Goods supplied must correspond with the sample in addition to matching the description in the Agreement, unless the Company has rejected the sample.

2.2. The Goods must comply with any relevant standards as would ordinarily be applied by a principal in the circumstances (including ISO standards and the standards of the Standards Association of Australia) and any other standards specified in the Purchase Order. To the extent of any inconsistency between the two, the latter prevail.

2.3. The Goods must be fit for the purposes for which goods of that or similar kind are commonly supplied or used and for any other purposes specified in or that could reasonably be inferred from the Purchase Order. To the extent of any inconsistency, the purpose specified in the Purchase Order will prevail.

2.4. The Goods must be new (unless specified otherwise in the Purchase Order) and comply with all applicable statutory and regulatory requirements.

2.5. The Goods must be of merchantable quality, safe to operate or use and be free form defects in design, material and workmanship.

2.6. The Goods must be clearly marked, including with any identification marks specified in this Agreement. These identification marks must also be shown on drawings and on dispatch and shop lists.

2.7. Any computer software or hardware supplied in connection with the Goods must operate properly and be fit for purpose and in accordance with any specifications that may be set out in this Agreement. Any upgrades or updates to computer software supplied in connection with the Goods must be made available to Company.

2.8. The Goods must have a life expectancy commensurate with what would be expected of similar goods provided for a similar purpose.

2.9. To the extent that any Goods are (or any part of the Goods is) sourced from and subject to any third-party warranties, the Supplier must, at its cost, do all things required to obtain such warranties and will assign the benefit of any unexpired warranties to the Company or, if so requested by the Company, to any Group User.

2.10. To the extent that any Goods are (or any part of the Goods is) manufactured by the Supplier, the Supplier warrants that:

(a) the Good/s are manufactured by appropriately qualified and trained Personnel in accordance with Good Industry Practice; and

(b) it will take reasonable steps to provide spare parts and repair facilities for a reasonable time after the Company obtains title in the Goods.

3. Conditions as to quality of Services

3.1. The Services must match the description and be of sufficient quality to achieve any stated purpose (including any performance criteria) in this Agreement.

3.2. If the Supplier provided the Company with a demonstration of the would-be Services, before or at the time of entering into this Agreement, the Services must correspond in quality with the demonstration and its results, unless the Company has rejected the demonstration or its results.

3.3. The Services must be performed by appropriately qualified and trained Personnel in a timely and efficient

manner under appropriate supervision and direction by the Supplier and in accordance with Good Industry Practice.

3.4. The Services and any goods resulting from the Services must be fit for the purposes for which services or goods of that or similar kind are commonly supplied or used and for any other purposes specified in or that could reasonably be inferred from the Purchase Order. To the extent of any inconsistency between the two, the purpose specified in the Purchase Order prevail.

4. Inspection and information

4.1. At all times before the Delivery Date or the Completion Date (as the case may be), the Supplier must keep the Company fully informed on all aspects of the progress of delivery of the Goods and/or the performance of any Services.

4.2. A representative of the Supplier must, if requested by the Company, meet to discuss the provision of the Goods and/or Services, the progress of the Supplier's participation in any continuous improvement initiatives and to exchange information that will assist the parties to identify performance efficiencies resulting in the Goods and/or Services being provided to the Company at the lowest possible cost and earliest possible opportunity (save that nothing in this clause 4.2 requires the Supplier to agree to provide the Goods and/or Services on terms other than the terms set out in this Agreement).

4.3. The Supplier must provide to the Company at its request:

(a) Technical Materials relating to the Goods and/or Services;

(b) progress reports setting out, in such detail as the Company requests, the different stages of design, manufacture and testing of the Goods and/or Services; and

(c) annual training for all Company or Site Personnel in respect of the unloading, storage and use of the Goods.

4.4. At all reasonable times, the Company has the right to access the Goods and:

(a) inspect, examine and witness tests on the Goods or, the performance of the Goods;

(b) inspect, examine and witness tests on any Services or their results; and

(c) carry out site inspections,

at the Supplier's premises and at the premises of any of the Supplier's sub-contractors where the supply of Goods and/or Services is undertaken, including any preparation for the supply.

4.5. The Supplier agrees to ensure that the Company and its representatives are provided with access to the premises referred to in clause 4.4 and that all facilities required for the Company and its representatives to inspect, examine and witness the testing of the Goods and/or Services are made available to them.

4.6. The Supplier must advise the Company when any part of the Services has been completed and is ready for review, inspection, examination or witnessing of testing.

4.7. The Supplier must give the Company and its representatives not less than 5 business days' prior notice of the date the Goods will be ready for delivery, final inspection or for performance tests prior to delivery, so that the Company or its representatives can be present at such inspection or tests.

4.8. If, as a result of the Company's review, inspection, examination, or witnessing of testing, the Company is not satisfied that the Goods and/or Services will comply in all respects with this Agreement and the Company informs the Supplier in writing of its dissatisfaction, the Supplier agrees to take such steps as are necessary to ensure compliance with this Agreement.

4.9. Any review, inspection, examination or witnessing of testing that the Company undertakes in respect of the Goods and/or Services does not relieve the Supplier of its responsibilities under this Agreement.

5. Performance of Services

5.1. The Supplier must, in performing the Services, and also ensure that its Personnel:

(a) provide the Services by the date/s and/or time/s the Services are required as specified in the Purchase Order at the address or Site/s specified in the Purchase Order. If no time or place is specified in the Purchase Order, the Parties will use reasonable endeavours to agree such detail and, failing agreement, the time and place specified by the Company giving the Supplier not less than 2 business days' prior written notice;

(b) provide such regular updates in respect of the Services as requested by the Company;

(c) use its best efforts not to interfere with any of the Company's activities, or the activities of any other person, on the Site;

(d) obtain and maintain any relevant government authorisations required in relation to the Services;

(e) be aware of and comply with:

(i) all applicable laws, regulations, industrial awards and agreements, including all applicable safety, health and environment laws and regulations;

(ii) all safety, health and environment guidelines, rules and procedures notified to the Supplier by the Company or the Site operator or specified in this Agreement;

(iii) all of the Company's and Site operator's policies, procedures and requirements including those affecting the security, entry and exit control, traffic control and similar matters in and around the Site relating to the delivery of Goods and performance of Services and complete any requested Site induction;

(iv) any restrictions on access to the Site; and

(v) all directions and orders given by the Company's representatives, the site operator or any government officials;

(f) ensure that the area of the Site used by the Supplier is left secure, clean, orderly and fit for immediate use. The Supplier must clean up any damage to the Site or pollution caused by or emitted from any facilities or equipment used by the Supplier on Site or in performance of its obligations under this Agreement;

(g) immediately report to the Company any incident or accident which causes or has the potential to cause any damage to the environment or any pollution, to injure any person, or to damage any plant, equipment or facilities at the Site;

(h) co-operate with other entities or Personnel providing goods or services to the Company or at the Site and bring to the Company's attention any dispute between the Supplier and any other entities or Personnel providing goods or services to the Company or at the Site which may impact the provision of the Goods and/or Services;

(i) ensure that any equipment used on Site will be in safe working order, will comply with any applicable laws or regulations or any site requirements and will be operated by suitably qualified and competent Personnel in accordance with Good Industry Practice; and

(j) to the extent that any goods are provided to the Company incidentally to the provision of Services, that the supply of such goods is made to the Company as if it were a supply of Goods under this Agreement.

5.2. The Supplier will, within 3 Business Days of receiving a written request from the Customer to do so, provide a detailed list of the Personnel the Supplier intends to perform any part of the Services. If, in its absolute discretion, the Company is not satisfied with any member of the Personnel undertaking the Services, upon receiving the Company's written request to do so, the Supplier will cause a different member of the Supplier's Personnel to be appointed to carry out the Services.

5.3. The Supplier shall be responsible for, and must from time to time as required by law, pay any and all amounts due to or incurred in respect of its Personnel including but not limited to all wages, travel and accommodation costs and all compulsory superannuation, payroll tax, income tax and any other government levies and charges incurred in connection with providing the Services.

6. Plant and equipment

6.1. The Supplier agrees to supply, at its own expense and risk, all labour, plant, equipment, tools, appliances or other property and items it requires to fulfil its obligations under this Agreement.

6.2. Any plant, equipment, tools, appliances or other property and items that the Company provides to the Supplier to enable it to complete this Agreement remain the Company's property and must only be used for the purposes of fulfilling the Supplier's obligations under this Agreement.

6.3. The Supplier must keep the Company's property in good working order and condition.

6.4. The Supplier is responsible and must compensate the Company for any loss or damage to any Site or

Company property to the extent it was caused or contributed to by the Supplier or its Personnel.

7. Price

7.1. The Company agrees to pay the Supplier the Price specified in the Purchase Order.

7.2. Unless the Purchase Order provides otherwise, the Price is fixed and is inclusive of:

(a) all costs of manufacturing and/or procuring, and packaging, packing, insurance and delivery of the Goods in accordance with this Agreement;

(b) the cost of shipping, transporting, loading and unloading the Goods and the Supplier's plant, equipment, materials, tools, appliances and overheads required to perform this Agreement;

(c) the cost of performing and/or procuring the Services and any items used or supplied in conjunction with the Services;

(d) any scheduled maintenance that the Supplier is to undertake after supply of the Goods and Services to the Company;

(e) any costs associated with negotiating, executing and performing this Agreement; and

(f) all Taxes other than GST.

7.3. The Price may not be increased without the Company's prior written consent. The Company has sole and absolute discretion to refuse to give its consent.

7.4. If the Company is required by law, an order of the court or any governmental body to withhold or deduct any amount from the amount payable to the Supplier under this Agreement, the withheld or deducted amount will be treated as having been paid to the Supplier when it is withheld or deducted and dealt with in accordance with such requirement.

8. Invoicing and payment

8.1. Unless the Purchase Order states that progress payments are to be made, the Supplier must invoice the Company for the Price (determined in accordance with clause 7) upon delivery of the Goods and/or upon completion of the Services.

8.2. Where progress payments are to be made, the Supplier must invoice the Company at the end of each calendar month (or other period specified in this Agreement) for Services performed by the Supplier in that month or that period (as the case may be).

8.3. When submitting its invoice under clause 8.1 or 8.2 the Supplier must:

(a) state the Supplier's name, the Purchase Order number associated with this Agreement, the date on which the invoice was issued, and a brief description of the Goods and/or Services, the quantities supplied and the dates on which the Goods and/or Services were provided in the period covered by the invoice;

(b) provide the Company with all relevant records to enable the Company to calculate and/or verify the amount of the invoice together with such additional information as the Company may reasonably require; and

(c) email the invoice to the Company at invoices@emecogroup.com or such other email address as may be notified by the Company to the Supplier from time to time.

8.4. The Company will pay all valid invoices rendered to it by the Supplier under clause 8.1 or 8.2 within 30 days of the end of month in which the Company received that invoice, except where the Company:

(a) exercises its rights pursuant to this Agreement or at law to set off or withhold any part of the Price; or

(b) disputes the invoice, in which case:

(i) the Company will pay the undisputed part of the relevant invoice (if any), and the Parties will use reasonable endeavours to resolve the dispute regarding the balance; and

(ii) if the resolution of the dispute determines that the Company is to pay an amount to the Supplier, it will pay that amount following resolution of that dispute.

8.5. The Company may set off against any payment due to the Supplier under this Agreement, any amount for which the Supplier is liable to the Company, including costs, charges, damages and expenses. This

does not limit the Company's right to recover those amounts in other ways.

8.6. The Supplier must:

(a) maintain a true, correct and complete set of records, books and accounts, relating to the costs and expenses for which the Supplier seeks compensation or reimbursement prepared in accordance with generally accepted accounting principles and accounting standards in Australia; and

(b) make these available at no cost to the Company for audit, inspection, and copying by the Company or its designated representative from the date this Agreement is made until the date being two (2) years after the later of unencumbered title in and risk in the whole of the Goods and/or Services to be provided pursuant to this Agreement have passed to the Company.

9. Title and risk

9.1. Full unencumbered title to the Goods passes to the Company at the earlier of these times:

(a) risk in the Goods passes to the Company in accordance with clause 9.2; or

(b) the Company pays for the Goods in full.

9.2. Possession of and risk in the Goods pass to the Company at the later of these times:

(a) the Company takes delivery of the Goods; and

(b) the Company inspects and accepts the Goods.

9.3. The Supplier warrants that:

(a) it has complete ownership of the Goods free of any liens, charges and encumbrances and will provide the Goods, and clear title to the Goods, to the Company on that basis; and

(b) the Company will be entitled to clear, complete and quiet possession of the Goods.

10. Delivery and completion

10.1. Except where this Agreement provides otherwise, the Supplier is responsible for ensuring that the Goods are properly packed and delivered by the date/s and/or time/s the Goods are required as specified in the Purchase Order and to the delivery address/es or Site/s as specified in the Purchase Order. If no time or place is specified in the Purchase Order, the Parties will use reasonable endeavours to agree such detail and, failing agreement, the delivery point will be the nearest branch office of the Company and the delivery time will be during normal business hours at that branch, subject to the Supplier giving the Company not less than 2 business days' prior written notice of delivery.

10.2. The Supplier must immediately notify the Company of the date and time of each dispatch of Goods, including the Purchase Order number and quantity and description of Goods dispatched and the expected date and time of arrival.

10.3. Unless otherwise stated in the Purchase Order, any packaging materials become the Company's property at the same time as the Goods.

10.4. The Supplier must comply with all applicable laws, regulations and generally accepted industry standards relating to the packing, packaging, marking, storage, handling, delivery and supply of the Goods. The Supplier must obtain and maintain any relevant government authorisations required in relation to the sourcing or supply of the Goods and comply with (and ensure the Goods comply with) any Site-specific specifications The Supplier must provide the Company with all necessary documentation evidencing compliance with this clause.

10.5. Unless otherwise specified in the Purchase Order, the Supplier must deliver the Goods at its cost and must either supply or engage all required delivery Personnel and equipment and provide all supervision necessary for the delivery of the Goods. In delivering the Goods, the Supplier must comply with clauses 5.1(a) to 5.1(j) as if such delivery were a Service provided under this Agreement.

10.6. The Supplier must supply a packing list, or delivery docket for each carton or box delivered to the Company. The packing list or delivery docket must be attached to the outside of the package of Goods in a waterproof envelope.

10.7. For consignments with a gross dead weight of more than 15 kilograms, the Supplier must clearly mark the Goods with a "Caution Heavy Load" sticker.

10.8. The Supplier shall ensure that the Goods are adequately protected from damage and deterioration during shipment and short-term storage having due regard for the conditions and environment at the Site or other location to which the Goods are delivered and areas through which the Goods will traverse, including climate, roads, and requirement for multiple handling. In packaging, marking and transporting the Goods, the Supplier must abide by applicable international and national laws regarding the transportation of Goods and the protection of safety, health and the environment.

10.9. All hazardous goods must be clearly labelled. If the Goods include or constitute dangerous, hazardous or toxic items, the Supplier must include safety data sheets and clearly mark or label the Goods with appropriate information, provide necessary shipping certification and otherwise comply with all applicable laws and governmental authorisations and requirements of the Company. Costs arising from failure of the Supplier to follow proper packaging, marking and transporting procedures and instructions as specified in the Purchase Order shall be for the account of the Supplier.

10.10. The Supplier shall be entitled to a reasonable extension of time for the performance of its obligations under this Agreement where any of the following causes delay to the Supplier's performance and the Supplier provides evidence satisfactory to the Company of such delay and the actions taken by the Supplier to resolve or mitigate such delay:

(a) any delay of the Company or any Company Personnel which prevents the Supplier, acting reasonably, from commencing or continuing to provide the Services or deliver the Goods where:

(i) the Supplier has given written notice to the Company of such delay and what is required to be provided by the Company to allow the Supplier to commence or continue to provide the Goods and/or Services; and

(ii) the Company has not used reasonable endeavours to rectify its delay within a reasonable period; or

(b) suspension under clause 12 where the suspension of this Agreement is not in response to any default or misconduct on the part of the Supplier or its Personnel;

10.11. The Supplier must use best endeavours to mitigate the effect of any of the occurrences set out in clause 10.10.

10.12. The Company shall pay to the Supplier the reasonable direct costs (which must be substantiated to the reasonable satisfaction of the Company) of the Supplier as a result of obstruction and/or delay caused by the matters referred to in clause 10.10(a).

10.13. If the Goods are not delivered by date/s and/or time/s the Goods specified in the Purchase Order and to the delivery address/es or Site/s specified in the Purchase Order (or as otherwise required pursuant to this clause 10), the Company may refuse to take any subsequent attempted delivery of the Goods.

10.14. If the quantity of Goods delivered is greater than that specified in the Purchase Order, the excess quantity will be deemed supplied to the Company free of charge but otherwise on the terms of this Agreement. Notwithstanding the foregoing, the Company may in its discretion return any excess goods to the Supplier at the Supplier's sole risk and expense.

10.15. If the quantity of Goods delivered is less than that specified in the Purchase Order, the Company may elect to either retain all or part of the Goods delivered and pay such portion of the Purchase Price as reasonably reflects the portion of the Goods retained or to not accept the Goods delivered and not pay the Purchase Price at all.

11. Acceptance and warranty of Goods and Services

11.1. The Company will determine, acting reasonably, whether the Goods and/or Services supplied are in accordance with this Agreement.

11.2. The Company will not be deemed to have accepted any Goods or Services until it has had a reasonable opportunity to inspect the Goods after delivery and to inspect and test the results of any Services after performance. Payment for the Goods or Services, or the signing of delivery receipts before inspection, does not constitute acceptance of the Goods or the Services.

11.3. If the Company determines that any of the Goods and Services supplied are not in accordance with this Agreement, the Company may either:

(a) accept the Goods or Services; or

(b) reject the Goods or Services and require, at its sole election:

(i) repair or replace the Defective Goods and/or Defective Services as soon as reasonably practicable; or

(ii) repay the Price (or cancel any invoice for the Price) of the Defective Good and/or Defective Service,

and the Company may in any event claim damages for any other costs, expenses or losses resulting from the Supplier's provision of Goods and/or Services that were not in conformity with this Agreement.

11.4. If, at any time during the Warranty Period, the Company determines that any Goods or Services are Defective, it may give notice to the Supplier of the Defect and direct the Supplier to remedy the Defect within a timeframe to be specified in the notice which is to be reasonable having regard to the circumstances.

11.5. The Supplier must make good, at its own cost and risk, any Defective Goods and any Defective Services.

11.6. If the Supplier fails to remedy a Defect:

(a) within the timeframe notified by the Company; and/or

(b) to a standard acceptable to the Company (acting reasonably),

the Company may (either by itself or by engaging one or more third parties) make good the Defect in whatever manner it considers appropriate (acting reasonably), including repair, replacement or re-performance (as applicable) of the Defective Goods or Services, and recover from the Supplier (as a debt due and owing) the Company's reasonably incurred costs in doing so.

11.7. The Company's inspection, testing or acceptance of some or all of the Goods or Services does not in any way change, affect or limit:

(a) the Supplier's obligations under this Agreement; or

(b) the Company's rights against any person in respect of any damage or loss the Company may suffer because of the Supplier's breach of warranty or failure to fulfil any of its obligations under this Agreement.

11.8. If the Company decides to accept any Goods or Services from the Supplier which do not comply with the terms of this Agreement, this decision does not bind the Company to accept other and/or future non-compliant Goods or Services. Any payments by the Company are not to be construed as acceptance by the Company of Defective Goods or Services.

11.9. The terms of this Agreement will apply to any repaired, replaced or re-performed Goods or Services and any goods or services supplied by the Supplier as part of the repair, replacement or re-performance of Defective Goods or Services, will be subject to the same warranty (commencing from the date they are repaired, replaced or resupplied) as if they were original Goods or Services undertaken to be supplied on the terms of this Agreement.

11.10. The Company's rights and remedies under this clause 11 are in addition to any rights or remedies available to the Company under any relevant law (including but not limited to the *Sale of Goods Act 1895* (WA) and the ACL). Nothing in this Agreement is intended to have the effect of excluding, restricting or modifying the application of all or any of the provisions of the ACL or the exercise of a right conferred by such a provision or any liability of the Supplier in relation to a failure to comply with a guarantee that applies under the ACL to a supply of goods or services.

11.11. If the Supplier is the subject of a request, court order or other directive of a governmental body to recall or withdraw any Goods from the market it must immediately notify the Company and provide a copy of the request, court order or directive to the Company. The Supplier indemnifies each Group Company against any loss or damage suffered or incurred by that Group Company as a result of or in connection with the Supplier not complying with its obligations under this clause 11.11.

12. Termination and suspension of this Agreement

12.1. Either Party may terminate this Agreement with immediate effect (without liability in respect of such termination) by giving written notice to the other Party if:

(a) the other Party is in default under this Agreement and the first-mentioned Party has given notice of default and the other Party has not remedied the default within 10 business days thereafter or within such longer period as may be stated in the notice; or

(b) the other Party becomes insolvent or enters receivership or administration.

12.2. Notwithstanding any other provision of this Agreement, the Company may terminate this Agreement:

(a) in whole or in part at any time by giving not less than 15 business days' written notice to the Supplier;

(b) immediately if the Supplier breaches any provision in clauses 17 to 23 or any provision of the Code of Conduct or Emeco Policies.

12.3. When the Supplier receives a notice of termination from the Company under clause 12.1 or 12.2, the Supplier must:

(a) stop work to the extent required by the notice;

(b) take such action as necessary or as the Company directs, for the transfer, protection and preservation of the Company's property;

(c) return to the Company any items issued or provided by the Company to the Supplier during the Agreement;

(d) return or delete the Company's Confidential Information in accordance with clause 23.4;

(e) demobilise from Site in accordance with the notice;

(f) do its best to minimise the cost of termination to the Parties; and

(g) if it wishes to claim any payment from the Company in addition to amounts already invoiced, subject to any restriction under clause 19, give the Company a written claim within 30 days after the effective date of termination including such reasonable documentary evidence as required by the Company. The Supplier will be barred from making such claim after expiry of the 30-day period.

12.4. The Supplier's claim under clause 12.3(g) must not include any amount previously invoiced to the Company and may only include a portion of the Price representing reasonable consideration for any Goods and/or Services already delivered to the Company in accordance with the Agreement prior to the effective date of termination.

12.5. If the Supplier makes a claim in accordance with clauses 12.3(g) and 1.1, the Company must act reasonably in assessing the claim and may exercise any rights it may have to withhold or set off payment having regard to any counterclaims the Company may have. Subject to the Company paying any claim amount determined by the Company to be payable to the Supplier pursuant to this clause 12.5, the Supplier shall waive any claims for damages, loss, expenses and costs which the Supplier may otherwise have had on account of the termination of the Contract by the Company.

12.6. Completion or termination of this Agreement does not affect:

(a) any rights of the Parties which may have accrued before the date of termination; and

(b) the rights and obligations of the Parties under this Agreement (including those in clauses 13, 14, 15, 23 and 26.12) which survive completion or termination of this Agreement.

12.7. The Company has the right, at any time and for any reason, to suspend the Supplier's performance of this Agreement or any part of it by giving the Supplier written notice.

12.8. If a notice of suspension is given by the Company, the Supplier must suspend its performance of this Agreement as required pursuant to the notice of suspension until such time as the Company gives the Supplier written notice ending the suspension. At such time, the Supplier must promptly recommence the performance of its obligations under this Agreement.

12.9. Where the suspension of this Agreement is not in response to any default or misconduct on the part of the Supplier or its Personnel and the Supplier has complied with its obligation to mitigate as set out in clause 12.12:

(a) the Company will reimburse the Supplier for the reasonable additional direct costs (which must be substantiated to the reasonable satisfaction of the Company) that the Supplier incurs as a direct consequence of the suspension; and

(b) subject to the Company and the Supplier agreeing standby charges for actual costs incurred by the Supplier to keep its organisation, Personnel and equipment committed to the Services on a standby basis, if requested by the Company the Supplier shall maintain all persons, equipment

and other items required for the provision of any Services on standby during any period of suspension.

12.10. Without prejudice to the Company's rights pursuant to any other provision of this Agreement, if the Supplier fails to perform any of its material obligations under the Agreement and the Company has a reasonable expectation that such failure to perform will result in the Company being able to set off an amount against any payment due to the Supplier in accordance with clause 8.5, the Company may withhold payment of all or part of any amount payable to the Supplier for such period as reasonably required by the Company to calculate the amount of such set-off.

12.11. If the Supplier is required pursuant to this Agreement to demobilise from Site and does not promptly do so by the date required by the Company, the Company may cause the Company's equipment and other items to be removed from Site at the Supplier's cost and risk.

12.12. The Supplier must make all reasonable efforts to mitigate all costs and expenses incurred as a result of any termination or suspension of this Agreement. In no circumstances will the amount for which the Company will be liable as a result of any termination or suspension of this Agreement exceed the Price which would have been payable if the suspension or termination had not occurred.

12.13. Notwithstanding any other provision of this Agreement, the Company will not be liable to the Supplier for any anticipated profit, unperformed work or consequential loss or damage in connection with any termination or suspension of the Agreement by the Company.

13. Insurance

13.1. The Supplier must obtain and maintain for the duration of this Agreement:

(a) insurance for the Goods up to the time that title, possession and risk in them pass to the Company, for an amount not less than their replacement value. The insurer agrees to note the Company as loss payee and provide a waiver of subrogation in favour of the Company;

(b) a comprehensive public and products liability policy to cover all sums which the Supplier may become legally liable to pay as compensation consequent upon:

(i) death of, or bodily injury to (including disease or illness of), any person; and

(ii) 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 for each and every event must be:

(iii) in respect of public liability, not less than $20 million for each and every claim; and

(iv) in respect of products liability, not less than $20 million in the aggregate for every 12-month period.

The policy must be endorsed to contain the below provisions:

(v) noting Company as an additional insured,

(vi) include a cross liability clause noting that each insured party shall be considered a separate entity and that the insurance shall apply as if a separate policy has been issued to each insured party (subject always to the overall sum insured not being increased thereby);

(vii) waive all express or implied rights of subrogation against the Company;

(viii) include a clause that provides that non-disclosure, misrepresentation or a breach of condition or term of the insurance by any insured party will not adversely affect the cover provided under the policy to another insured party;

(ix) provide that the policy is extended to cover worker to worker injury liability risks; and

(x) cover goods in the possession or custody of Supplier for an amount not less than the replacement value of those goods;

(xi) cover registered vehicles used as a tool of trade in the performance of the Agreement; and

(xii) cover the use of unregistered motor vehicles or unregistered mobile plant and equipment used in connection with this Agreement;

(c) 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 follow the laws of each jurisdiction in which the Supplier and its Personnel are to carry out work under or in connection with this Agreement. Where permitted by law to include a principal's indemnity extension for act benefits and common law, indemnifying the Company against any liability which it may incur in respect of the Suppliers' employees, arising by virtue of the applicable worker's compensation legislation or under the common law and provide a waiver of subrogation in favour of the Company;

(d) a policy of insurance against any and all liability, loss of and damage to any plant, equipment, tools, appliances or other property owned, rented or hired by the Supplier and used in relation to this Agreement where the insurer agrees to provide a waiver of subrogation in favour of the Company;

(e) professional indemnity insurance with a limit of liability of not less than $5 million for each and every occurrence or such other amount as may be specified in the Purchase Order in respect of the performance of any professional services in connection with this Agreement;

(f) comprehensive motor vehicle third party liability insurance for any vehicle owned or used by the Supplier. The limit of liability under the third-party property section of the policy must be not less than $30 million for each and every occurrence and the policy must be endorsed to include a principal's Indemnity extension indemnifying the Company against any liability which it may incur in respect of the uses of any motor vehicle in connection with this Agreement and provide a waiver of subrogation in favour of the Company;

(g) all risks marine insurance, noting the Company as loss payee and covering the Goods against the risks of loss, damage or destruction by all insurable risks to the reasonable satisfaction of Company for not less than the cost of the Goods plus 10%; and

(h) other insurances required by law or reasonably required by the Company.

13.2. Any sub-contract of the Supplier must require the sub-contractor to effect and maintain insurances equivalent to those required to be taken out by the Supplier under this Agreement. The Supplier must not permit any sub-contractor to enter upon any Site or provide any Goods or Services unless the sub-contractor has the requisite insurances.

13.3. The Supplier must notify the Company immediately of any cancellation of any insurance policy required by this Agreement and of any change to such a policy which adversely affects the Company's interests.

13.4. If any event occurs which may give rise to a claim involving the Company under any insurance policy required by this Agreement, the Supplier must:

(a) notify the Company immediately after becoming aware of that event; and

(b) ensure that the Company is kept fully informed of any subsequent actions and developments concerning the relevant claim.

13.5. At the Company's request, the Supplier must produce certificates of insurance evidencing that it is maintaining the insurances required by this Agreement.

13.6. Without limiting the Company's rights under this Agreement or at law, any failure by the Supplier to comply with a provision of this clause 13 entitles the Company to terminate this Agreement for default of the Supplier and to withhold or set off against any sum payable to the Supplier all costs and expenses the Company incurs in obtaining and maintaining an insurance policy which the Supplier has not obtained or maintained as required under this clause 13.

14. Liability and indemnities

14.1. The Supplier acknowledges that if it enters any Site, it does so at its own risk. The Supplier must ensure that its Personnel are also aware that they enter any Site at their own risk.

14.2. The Supplier will be liable for, and will indemnify each Group Company and keep each Group Company indemnified from and against any liability, loss, charges, costs, expenses or damage of any kind whatsoever (including, without limitation, legal fees and expenses) arising directly or indirectly from:

(a) the performance, non-performance or purported performance or any breach or delay in

performance any of the terms and conditions of this Agreement (including any warranty);

(b) any negligence or wilful misconduct of the Supplier or its Personnel in connection with this Agreement;

(c) any claim made against the Group Company by a third party to the extent that the claim results from or is a consequence of the performance, non-performance, purported performance, breach, negligent performance or failure or delay in performing this Agreement by the Supplier or its Personnel (including any warranty);

(d) any personal injury, illness or death of any person or damage to any property or any other loss or damage of any kind whatsoever caused or contributed to by:

(i) the performance or purported performance of the Supplier's obligations under this Agreement; or

(ii) the entry onto, and the activities undertaken on and in, any Site by the Supplier or its Personnel; and

(e) any claim made against the Group Company by any of the Supplier's Personnel including 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,

except to the extent that such liability, loss or damage is directly caused by the negligence or wilful misconduct of the Group Company or its Personnel.

14.3. Each indemnity in this Agreement is a continuing obligation separate and independent from the Supplier's other obligations and survives completion or termination of this Agreement.

14.4. It is not necessary for a Group Company to make payment before enforcing a right of indemnity conferred by this Agreement.

14.5. Notwithstanding any other provision of this Agreement and to the extent permitted by law, each Group Company will not in any circumstances be liable to the Supplier or any person claiming through the Supplier for any:

(a) indirect, consequential, incidental, special or exemplary damages, expenses, losses or liabilities; or

(b) loss of profits, business interruption, loss of revenue, economic loss, loss of goodwill, loss of opportunity, expectation loss or loss of production,

which may be suffered or incurred by any person, including in respect of the Goods and Services or otherwise in connection with this Agreement.

15. Intellectual property

15.1. Unless otherwise provided elsewhere in this Agreement, this Agreement does not transfer ownership of any Background IP to the Company.

15.2. The Supplier gives the Company a non-exclusive, transferable, royalty free licence to use all Background IP to the extent necessary to enable the Company to exercise rights in the Project IP or to utilise the Goods and/or Services for the purpose that goods and/or services of that or similar kind are commonly supplied or used and for any other purposes specified in or that could reasonably be inferred from the Purchase Order (including but not limited to any repairs or maintenance of the Goods).

15.3. All Project IP shall be vested in the Company and shall be the Company's property as and when created and the Supplier hereby assigns all rights, title and interest in and to the Project IP to the Company.

15.4. The Company gives the Supplier a non-exclusive, non-transferable, revocable licence to reproduce and use the Project IP as necessary for the purpose of the Supplier performing its obligations under this Agreement. The Company has the right to revoke this licence at any time by giving written notice to the Supplier.

15.5. The Supplier must not disclose, reproduce or otherwise deal with the Project IP, or procure or allow any other person to do so, for any purpose other than to perform the Supplier's obligations under this Agreement.

15.6. The Supplier warrants that:

(a) it owns or has rights in the Intellectual Property Rights in the Background IP and that use of the Background IP does not and will not infringe any rights of third parties;

(b) the supply of Goods and/or Services does not and will not infringe the rights of any third party;

(c) it will, at no further cost to the Company, procure all licences and consents to use any Intellectual Property Rights of a third party which are necessary for the Supplier to supply and the Company to use the Goods and/or Services;

(d) the Project IP does not and will not infringe any rights of third parties; and

(e) it has the right to assign all Project IP to the Company in accordance with clause 15.3.

15.7. The Supplier agrees that any sub-contract it enters into in relation to this Agreement will contain a condition that the sub-contractor agrees to assign to the Company all Intellectual Property Rights in any Project IP created by it for the purposes of this Agreement.

15.8. The Supplier agrees to notify the Company as soon as it becomes aware of any suspected, threatened or actual infringement of any Intellectual Property Rights in connection with this Agreement, including the Intellectual Property Rights in the Project IP, and to provide the Company with all reasonable assistance in defending against such infringement.

15.9. The Supplier agrees to provide all reasonable assistance that the Company may request to protect the Intellectual Property Rights in the Project IP.

15.10. The obligations under this clause 15 survive completion or termination of this Agreement.

16. Taxes

16.1. Unless the Purchase Order provides otherwise, should any Taxes (other than GST) be levied on, in respect of, or in relation to, the Goods and/or Services, the Taxes will be to the Supplier's account. The Supplier will be responsible for the payment of those Taxes and will provide the Company with documentary evidence of such payment upon request.

16.2. Without limiting clause 16.1, the Supplier will be solely liable for income tax imposed on it in respect of income derived by it in the provision of the Goods and/or Services.

16.3. If GST has application to any supply made by the Supplier under or in connection with this Agreement, the Supplier may, in addition to the consideration payable by the Company for the supply, subject to issuing a Tax Invoice, recover from the Company an additional amount on account of GST, such amount to be calculated by multiplying the consideration payable by the Company for the supply by the prevailing GST rate.

16.4. If any change in the GST Law is accompanied by or undertaken in connection with a reduction in or abolition of any than existing Taxes (including the allowance to any person of a rebate, credit, grant or any other amount referable to a Tax), the consideration (excluding any GST) payable by the Company will be reduced by the same amount as the Supplier's actual total costs are reduced as a consequence of the reduction in or abolition of Taxes, whether directly by way of a reduction in or abolition of Taxes paid or payable by the Supplier to its third party suppliers or to any governmental body, or indirectly by way of any reduction in the prices (excluding any GST) charged by third party suppliers to the Supplier or the allowance to the Supplier or any other person of a rebate, credit, grant or any other amount referable to a Tax (whether such Tax has been paid or is payable by the Supplier or any other person).

16.5. If it is determined on reasonable grounds that the amount of GST paid or payable by the Supplier on any supply made under or in connection with this Agreement differs for any reason from the amount of GST recovered or recoverable from the Company then the amount of GST recovered or recoverable from the Company shall be adjusted accordingly.

16.6. Where the amount of GST recovered or recoverable from the Company is adjusted pursuant to clause 16.5 and this gives rise to an Adjustment from an Adjustment Event, the Supplier must provide an Adjustment Note to the Company.

16.7. All amounts payable by the Company to the Supplier by way of reimbursement of an amount paid or payable by the Supplier to any other person, or calculated on the basis of amounts incurred or to be incurred by the Supplier, shall be calculated on the basis of such amounts paid or payable by the Supplier, or costs incurred or to be incurred by the Supplier, excluding any applicable amount in respect of GST incurred by the Supplier to the extent to which the Supplier is entitled to an input tax credit in respect of such GST or amount.

17. Assignment and sub-contracting

17.1. The Supplier must not assign, charge, encumber or sub-contract its rights and/or obligations under this Agreement without the Company's prior written consent.

17.2. There must not be any Change in Control of the Supplier without the Company's prior written consent.

17.3. Sub-contracting does not release the Supplier from any liability or obligation under this Agreement. The Supplier remains liable to the Company for the acts and omissions of any Supplier Personnel as if they were the Supplier's acts or omissions.

If the Company agrees that the Supplier may subcontract its obligations, the Supplier implement an appropriate system of due diligence, audit, and training for its subcontractors that are designed to and does effectively ensure their compliance with the Code of Conduct and Emeco Policies

17.4. The Company is entitled to create or permit to exist a security interest over any or all of its present and after-acquired property, including its rights and interests under this Agreement, in favour of its financiers.

18. Code of Conduct and Emeco Policies

18.1. The Supplier acknowledges that it has read and understood the Code of Conduct and Emeco Policies and agrees that:

(a) the Code of Conduct and Emeco Policies form part of this Agreement; and

(b) the Suppler will comply with and be bound by the terms of the Code of Conduct and Emeco Policies; and

(c) the Supplier will ensure that its Personnel agrees to and complies with provisions substantially identical to this clause 18 and clauses 19, 20, 21, 23 and 23.

18.2. The Company may, from time to time, update or amend the Code of Conduct and Emeco Policies. The Supplier is solely responsible for ensuring compliance with any updated or amended Code of Conduct or Emeco Policies.

18.3. The Supplier must implement an appropriate system of due diligence, audit and training for its Personnel to ensure compliance with the Supplier's obligations under this Agreement, including the Code of Conduct and Emeco Policies and clauses 20 to 23. The Supplier must keep a record of all training offered and completed by its Personnel in accordance with this clause 18.3 and make a copy available to the Company upon request.

19. Compliance with this Agreement

19.1. If required by the Company in writing, the Supplier must provide confirmation of its compliance with this Agreement including clauses 18 to 23.

19.2. The Company is entitled at any time to conduct an audit of the Supplier or any suppliers or subcontractors of the Supplier in order to assess the Supplier's compliance with this Agreement, including the Code of Conduct Emeco Policies and clauses 20 to 23. The Supplier must ensure that it and any relevant suppliers and subcontractors engaged by it permit the Company reasonable access to its premises, documentation and Personnel to inspect and make copies of any record, document or evidence in its or its suppliers or subcontractor's possession, power or custody for audit purposes.

19.3. Without affecting any other express remedies referred to elsewhere in this agreement or any rights or remedies available at law or in equity, if the Supplier is in breach of clause 20 or clause 21 or the Company knows or believes, acting reasonably, that such a breach is imminent then:

(a) the Company may terminate this agreement immediately by notice in writing to the Supplier; and

(b) the Company will not be liable to:

(i) make any payment to the Supplier in respect of the Goods and Services, or other benefits that have been procured through, or related to, the breach; or

(ii) reimburse, indemnify or pay any compensation to the Supplier as a consequence of such termination.

19.4. The Supplier will indemnify, defend and hold harmless the Company from and against any penalty, fine or charge imposed on the Company or any loss or damage suffered by the Company as a result of a breach by Supplier (or its Personnel) of the Emeco Policies, Code of Conduct or clauses 18 to 23.

20. Compliance with Anti-Corruption Laws

20.1. The Supplier will comply with all Anti-Corruption Laws and must not commit any act or omission which causes or could cause it or the Company to breach, or commit an offence under, any such legal requirements.

20.2. The Supplier warrants and represents, at all times while the Supplier has any outstanding obligations under this Agreement, that neither it nor its directors have been convicted of any offence, and have not been the subject of any investigation or enforcement proceedings by any government body regarding any offence or alleged offence, under any Anti-Corruption Laws.

20.3. The Supplier must not make any offer, payment, promise of gifts or money or any other thing of value to any government official or employee, political party or political candidate for the purpose of influencing any act or decision by them, inducing them to act in violation of their lawful duty or securing any improper advantage.

21. Sanctions

21.1. The Supplier represents and warrants at the date of this Agreement and at all times while the Supplier has any outstanding obligations under this Agreement, that neither the Supplier, nor its Personnel, is or has been a Restricted Person.

21.2. Unless in receipt of an authorisation from the relevant Governmental Authority, the Supplier represents and warrants that it has not and, undertakes that it will not at any time while the Supplier has any outstanding obligations under this Agreement:

(a) lend, contribute or make funds available to any person that is a Restricted Person;

(b) enter into any agreement, transaction or dealing that will result in a violation of Sanctions;

(c) engage with, or transact with, any person or entity that is in violation of Sanctions or a Restricted Person.

22. Compliance with Modern Slavery Laws

22.1. In performing its obligations under this Agreement, the Supplier must (and shall use reasonable endeavours to ensure that its suppliers also):

(a) comply with all Modern Slavery Laws from time to time in force;

(b) comply with the Modern Slavery Policies;

(c) not engage in any activity, practice or conduct that would constitute an offence under Division 270 or Division 271 of the Schedule to the *Criminal Code Act 1995* (Cth) if such activity, practice or conduct were carried out in Australia.

22.2. The Supplier must:

(a) implement due diligence procedures for its Personnel and other participants in its supply chains, to ensure its compliance with the Code of Conduct and Modern Slavery Policy, particularly that the Supplier effectively identifies, assesses and mitigates occurrences of Modern Slavery in its supply chains by:

(i) regularly conducting investigations into its operations and supply chains to ascertain whether there are, or is any risk of, any Modern Slavery practices in those operations or supply chains; and

(ii) using its best endeavours to include in its contracts with its Personnel provisions regarding Modern Slavery that are at least as onerous as those set out in this clause 21 or otherwise require such persons to comply with the Modern Slavery Policy and with all applicable Modern Slavery Laws; and

(b) maintain a complete set of records to trace the supply chain of all Goods and/or Services provided to the Company in connection with this Agreement

(c) notify the Company as soon as it becomes aware of:

(i) any breach, or potential breach, of the Modern Slavery Policy; or

(ii) any actual or suspected Modern Slavery in its operations or supply chains.

22.3. The Supplier must, as soon as practicable after receiving any written request from the Company, provide

the Company with all information (whether oral, graphic, electronic, written or in any other form, including documents, records, processes, procedures, financial information and the names and details of the Supplier's suppliers), to the extent what is requested is reasonably necessary for the Company to report under or comply with any applicable Modern Slavery Law (**Information**).

22.4. The Supplier must permit the Company and its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this clause 21, to have access to and take copies of the Supplier's records and any other information and to meet with the Supplier's Personnel to audit the Supplier's compliance with its obligations under this clause 21.

22.5. The Supplier represents and warrants that:

(a) it does and will conduct its business in a manner that is compliant with the Modern Slavery Laws and consistent with the Code of Conduct and Modern Slavery Policy;

(b) all information provided by the Supplier to the Company in relation to Modern Slavery practices and risks in the Supplier's operations and supply chain (including Information under clause 22.3) is up-to-date and true and correct with no material omissions or false misstatements; and

(c) neither the Supplier nor, to the Supplier's knowledge having made reasonable enquiries, any supplier in the Supplier's supply chain:

(i) has been convicted of any offence involving Modern Slavery; or

(ii) is or has been the subject of any investigation, inquiry, sanction or enforcement proceedings by any governmental body regarding any offence or alleged offence of or in connection with Modern Slavery practices in its operations.

23. Confidential Information and compliance with Privacy Act

23.1. Subject to clause 23.2, the Supplier undertakes that, for the duration of this Agreement and a period of 2 years after its completion or termination, the Supplier and its Personnel will not, except in the proper course of (and only to the extent required to) perform its duties under this Agreement or consented to by the Company in writing, disclose to any person any Confidential Information (including the terms of this Agreement) which it has obtained including as a result of this Agreement or any negotiations preceding this Agreement.

23.2. Nothing in this Agreement prohibits disclosure of information which:

(a) is generally available to the public other than because of disclosure of such information without authority;

(b) the Supplier has received from a third person who is legally entitled to possess the information and to provide it to the Supplier non-confidentially; or

(c) is required to be disclosed by law, under the rules of any securities exchange or by any governmental body, provided that the Supplier must only disclose the minimum amount of information necessary to comply with the requirement and the Supplier must give the Company prompt notice of such requirement and allow the Company a reasonable opportunity to review the form of disclosure intended to be made prior to its disclosure and, if the Company desires, to legally challenge such disclosure and/or make submissions to any person or body as to whether further access should be granted.

23.3. The terms of this Agreement may be disclosed by the Supplier to any legal or financial adviser to the Supplier or to its auditor provided that the Supplier shall ensure that such parties also maintain the confidentiality of the information.

23.4. Unless otherwise required by law, if the Company requests that the Supplier return or destroy any Confidential Information in its or its Personnel's possession or control, the Supplier must promptly do so and either (as directed by the Company) return the Confidential Information or provide written confirmation of its destruction within the time period requested by the Company.

23.5. The Supplier agrees and warrants to the Company that it will comply, and that it will ensure that its Personnel complies, with the Privacy Act and will not do anything which, if done by the Company, would breach an Australian Privacy Principal as defined in the Privacy Act or the Company's Privacy Policy.

23.6. The Supplier agrees to:

(a) only use the Personal Information for the purposes of completing its obligations under this

Agreement and to not disclose any Personal Information without the Company's prior written consent or as otherwise required by law;

(b) unless otherwise permitted pursuant to this Agreement, keep all Personal Information and Confidential Information under its control and comply with all applicable laws and any reasonable lawful directions given by the Company in relation to the use, storage, security and handling of any Personal Information or Confidential Information;

(c) put in place and maintain appropriate technical and organisational measures to secure any Personal Information and any Confidential Information and protect it from loss and any disclosure, access or use which is inconsistent with this Agreement; and

(d) if it becomes aware that there are reasonable grounds to suspect that there may have been any unauthorised disclosure or access to any Personal Information or Confidential Information or any data breach of its systems:

(i) immediately notify the Company and take such steps as required by the Company or by law including in relation to investigating, assessing and mitigating such disclosure, access or breach; and

(ii) take all reasonable action to mitigate the risk of any breach, disclosure or access of any Personal Information and Confidential Information causing harm to the individual or entity to which it relates.

23.7. The Supplier will immediately notify the Company if it becomes aware that it may be required to disclose Personal Information by law or make any notification under the Privacy Act.

23.8. The obligations under this clause 23 survive completion or termination of this Agreement.

24. Notices

24.1. Any notice, approval, consent or other communication in relation to this Agreement must be:

(a) in writing;

(b) marked for the attention of:

(i) in the case of a notice to the Company, the Company's Representative and copied to the Company's company secretary by email to corporate@emecogroup.com;

(ii) in the case of a notice to the Supplier, the Supplier's Representative; and

(iii) left at, or sent by prepaid ordinary post or email to, the last notified address of the Party.

24.2. If posted within Australia, a notice is deemed received on the fifth business day after posting.

24.3. If posted to or from a place outside Australia, a notice is deemed received on the tenth business day after posting.

24.4. An email is deemed received immediately unless the sender receives an email indicating the email has not been delivered to the intended recipient.

25. Disputes

25.1. If there is any Dispute, either Party may give the other a Dispute Notice.

25.2. If the Dispute is not resolved within 14 days of a Party giving a Dispute Notice in relation to the Dispute, each Party must nominate one representative from its senior management to resolve the Dispute and such representatives must make themselves available for and attempt to resolve the Dispute by good faith negotiations.

25.3. If the Dispute is not resolved within 28 days of a Party giving a Dispute Notice in relation to the Dispute, then either Party may, subject to clause 26.12, commence legal proceedings to resolve the Dispute.

25.4. During the existence of any Dispute, the Parties must continue to perform all of their obligations under this Agreement unless otherwise agreed by the Parties.

25.5. No party may commence nor continue legal proceedings other than as permitted pursuant to this clause, save that nothing in this clause 25 prevents a Party from seeking urgent interlocutory relief which may be required in respect of this Agreement.

26. Other matters

26.1. No waiver of any of the Company's rights under this Agreement has any effect unless given in writing and signed by the Company.

26.2. No variation of this Agreement has any effect unless recorded in writing and signed by both Parties.

26.3. The Company may exercise a right, remedy or power in any way it considers appropriate.

26.4. Each Party must at its own expense do all things (including completing and signing all documents) reasonably requested by the other Party that are necessary to bind the Party to this Agreement, show that it is complying with this Agreement and give full effect to this Agreement and the transactions contemplated by this Agreement and must use reasonable endeavours to procure that any third parties do the same.

26.5. If the Company does not exercise a right, remedy or power at any time, this does not mean that the Company cannot exercise it later.

26.6. Time is of the essence in relation to the Supplier's performance of this Agreement.

26.7. On completion or termination of this Agreement, the rights and obligations of the Parties set out in this Agreement will not merge and any provision that has not been fulfilled remains in force.

26.8. The Parties acknowledge that the Supplier is the Company's contractor and not the Company's employee or agent. Nothing in this Agreement shall be construed as conferring an employment relationship between the Company and any of the Supplier's Personnel and the Supplier shall be solely responsible for all amounts due to its Personnel in respect of the Supplier's obligations under this Agreement.

26.9. The Supplier must, at its own expense, obtain and maintain for the period of this Agreement any necessary Licences and permits and comply with applicable laws, regulations, guidelines and industry codes in supplying Goods and Services to the Company.

26.10. The Company's rights, remedies and powers under this Agreement are in addition to any rights, remedies and powers provided by law.

26.11. If the whole or any part of a provision of this Agreement is or becomes invalid or unenforceable under the laws of any jurisdiction, it is severed in that jurisdiction to the extent that it is invalid or unenforceable. However, if the severance of the provision would materially affect or alter the nature of the Parties' obligations under this Agreement, this clause 26.11 will not apply.

26.12. This Agreement is governed by the laws of Western Australia and where applicable the laws of the Commonwealth of Australia. The Parties agree to submit to the non-exclusive jurisdiction of the courts of Western Australia and, if applicable, the Commonwealth of Australia and the courts of appeal from them. However, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods (adopted at Vienna on 10 April 1980) does not apply in any respect to this Agreement.

27. Interpretation

27.1. In this Agreement, unless the contrary intention appears:

(a) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

(b) the singular includes the plural and vice versa;

(c) the word "person" includes a firm, a body corporate, a trust, joint venture, an unincorporated association or a governmental body;

(d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;

(e) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;

(f) a reference to an annexure, attachment or schedule is a reference to an annexure, attachment or schedule to this Agreement, and a reference to this Agreement includes an annexure, attachment or schedule to it;

(g) a reference to a clause is a reference to a clause in this Agreement;

(h) a reference to a third person or a third party is a reference to a person who is not a party to this

Agreement;

(i) any money payable under this Agreement is to be paid in Australian currency;

(j) a reference to "A$", "$A", "dollar" or "$" or other monetary amount is a reference to Australian currency;

(k) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it; and

(l) no provision of this Agreement will be construed adversely to a Party because that Party was responsible for the preparation of that provision or this Agreement.

27.2. Headings are inserted for convenience and do not affect interpretation of this Agreement.

28. Definitions

28.1. In this Agreement, unless the contrary intention appears:

ACL means the Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Adjustment has the same meaning as in the GST Law.

Adjustment Event has the same meaning as in the GST Law.

Adjustment Note has the same meaning as in the GST Law.

Agreement has the meaning given to that term in clause 1.2.

Anti-Corruption Policy means the Company's anti-bribery and corruption policy and any other policy, code of conduct, guidance and procedures of the Company relating to the Anti-Corruption Laws, as amended from time to time.

Anti-Corruption Laws means Chapter 4 Division 70 of the *Criminal Code Act 1995* (Cth), and any other anti-corruption and anti-bribery laws which the Company or the Supplier must comply.

Background IP means the Supplier's Intellectual Property Rights which:

(a) are in existence at the date of this Agreement; or

(b) come into existence after the date of this Agreement otherwise than in connection with this Agreement.

Change in Control means:

(a) the person or entity that Controls the Supplier at the date of this Agreement ceases to Control the Supplier;

(b) any person or group of persons acting in concert gains direct or indirect Control of the Supplier.

Code of Conduct means Emeco's Supplier Code of Conduct as amended from time to time, a copy of which is available on Emeco's website at https://www.emecogroup.com/.

Company means the member of the Group specified on the Purchase Order to be the Company or, if no member is specified on the Purchase Order, Emeco International Pty Ltd ACN 078 624 281.

Company's Representative means the person noted as the Company's Representative in the Purchase Order or, if no such person is nominated in the Purchase Order, the person from time to time holding the position of Procurement Manager or equivalent position within the Company.

Completion Date means the date specified for completion of the Services as set out in the Purchase Order.

Confidential Information means any information in any form, made known or available, or provided, to the Supplier and/or its Personnel which relates to the business, affairs or activities of the Company or which is developed or derived from such information including:

(a) the existence and terms of this Agreement;

(b) all corporate and financing information, manuals, inventions, trade secrets, ideas, concepts, operation methodology, information source, business and marketing plans, discoveries, plans and models, whether in writing or not, of the Group and all other information relating to the Group

and its affairs or business, operations, customers, sales, marketing or promotion (whether patentable or not); and

(c) any information which, by its nature or the circumstances surrounding its disclosure, is or could reasonably be expected to be regarded as confidential to the Group.

Control of the Supplier means that a person or entity:

(a) controls (as that term is defined in section 50AA of the Corporations Act 2001 (Cth)) the Supplier;

(b) holds beneficial ownership of equal to or more than 50% of the issued capital carrying the right to vote at a general meeting of the Supplier; or

(c) has the power to directly or indirectly cast 50% or greater of the maximum number of votes that might be cast at any general meeting of the Supplier.

Defective:

(a) in relation to Goods, describes goods which are not in conformity with this Agreement or are defective in design, performance, workmanship or makeup; and

(b) in relation to Services, describes 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,

and **Defect** has a corresponding meaning.

Delivery Date means the date specified for delivery of the Goods as set out in the Purchase Order.

Dispute means a dispute, question or difference of opinion between the Parties arising out of or in connection with this Agreement.

Dispute Notice means a written notice given by a Party under clause 25.1 specifying the dispute and requiring its resolution under clause 25.

Emeco Policies means Emeco's corporate governance policies, including the Anti-Corruption Policy, and Modern Slavery Policy, available on Emeco's website at https://www.emecogroup.com/investors-overview/corporate-governance/ (as amended from time to time).

General Conditions means these Purchase Order Terms and Conditions.

Good Industry Practice means:

(a) the exercise of the degree of skill, diligence, prudence and foresight that would reasonably be expected from a reputable supplier;

(b) compliance with applicable standards and codes, being the standards and codes specified in the Purchase Order or, if the Purchase Order does not specify the applicable standards and codes, those standards and codes as would ordinarily be applied by a principal in the circumstances, including the ISO 9000 series of standards; and

(c) compliance with any applicable laws and regulations.

Goods means the goods specified in the Purchase Order, including any part of the goods specified, and any goods incorporated into the Services supplied under this Agreement.

GST has the same meaning as in the GST Law.

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and subsidiary legislation made under that Act, and any related legislation.

Governmental Authority means a governmental department, authority, instrumentality or agency having jurisdiction over the Agreement and includes any governmental department, authority, agency that replaces that Governmental Authority in its jurisdiction over that matter.

Group means Emeco Holdings Limited ACN 112 188 815 and each of its subsidiaries from time to time.

Group Company means each body corporate forming part of the Group.

Group User means any Group Company that uses or receives any of the Goods and/or Services supplied pursuant to this Agreement or any item comprised of or incorporating Goods and/or Services supplied pursuant to this Agreement.

Intellectual Property Rights means intellectual property rights including the protected rights attaching to inventions, patents, registered designs, trademarks, copyright, circuit layouts and confidential information.

Licences means all licences, qualifications, registrations and other statutory requirements necessary for the performance of Services and the supply of Goods under this Agreement.

Modern Slavery includes modern slavery, human trafficking, forced labour, child labour, bonded labour and similar unethical conduct in operations and supply chains or otherwise defined in any Modern Slavery Law.

Modern Slavery Laws means the *Modern Slavery Act 2018* (Cth) and any other relevant legislation or regulations in Australia or any other jurisdiction that, if reasonably interpreted, include an objective to address concerns of Modern Slavery with which the Company or the Supplier is required to comply.

Modern Slavery Policy means the Company's Human Rights Policy and any other policy, code of conduct, guidance and procedures of the Company relating to Modern Slavery and worker exploitation (in particular in relation to ensuring transparency in supply chains) as amended from time to time.

Party means the Supplier or the Company, and **Parties** means both of them.

Personal Information means any personal information (as that term is defined in the Privacy Act) of any Company Personnel or which has been disclosed by the Company to the Supplier.

Personnel means:

(a) in relation to the Company the officers, employees, agents, consultants, contractors, sub-contractors and representatives of the Group (excluding the Supplier and its Personnel); and

(b) in relation to the Supplier, the officers (in case of a company) or proprietors (in case of any other legal entity), employees, agents, consultants, contractors, sub-contractors, suppliers and representatives of that Party and its related bodies corporate and any of their sub-contractors, employees, agents, consultants, suppliers or representatives,.

Price means the price specified in the Purchase Order or the rates for supply of Goods and performance of the Services (as the case may be).

Privacy Act means the *Privacy Act 1988* (Cth), including the Australian Privacy Principles.

Project IP means all Intellectual Property Rights (present or future) created, discovered or coming into existence as a result of, for the purpose of or in connection with this Agreement, whether before or after the date of this Agreement, including all Intellectual Property Rights developed by the Supplier in supplying Goods and/or Services and any Intellectual Property Rights in the Technical Materials provided by either Party to the other.

Purchase Order means the purchase order issued by the Company to the Supplier which incorporates (either by reference or attachment) these General Conditions and any scope of supply to be undertaken by the Supplier including any Technical Materials.

Restricted Person means any person or entity that is the target of a Sanction including any person or entity:

(a) identified on any applicable sanctions or restricted party list issued by a Governmental Authority;

(b) organised under the laws of, or a citizen or resident of, any Sanctioned Country; or

(c) owned or controlled directly or indirectly by a Restricted Person.

Sanctions means sanctions, restrictions or designations imposed under any laws or regulations of Australia, the United States of America, the European Union (including any current or future member state), the United Kingdom, or any other country with jurisdiction over this Agreement or a Party under this Agreement, its affiliates and any subcontractor.

Sanctioned Country means a country or territory that is subject to a Sanction, including Cuba, Iran, North Korea and Syria.

Services means the services specified in this Agreement, including any part of the specified services and the results of the specified services, and any services incorporated into the supply of Goods under this Agreement.

Site means any premises owned or occupied by the Group or where activities are undertaken by or on

behalf of the Group, and any premises or location (including but not limited to any mine site at which the Group provides services) specified in the Purchase Order.

Supplier means the person named in the Purchase Order as the supplier of the Goods and/or Services. If the Purchase Order names more than one person as the Supplier, each person shall be bound by this Agreement jointly and severally. If the person named in the Purchase Order as the Supplier acts as a trustee of a trust, such person enters into this Agreement in their own capacity and in their capacity as trustee of the trust.

Supplier's Representative means the person noted as the Supplier's contact person in the Purchase Order or, if no such person is nominated in the Purchase Order, the officer/s of the Supplier in the case of the Supplier being a company and, in any other case, a person which the Company reasonably believes is a proprietor or senior management representative of the Supplier.

Taxes means any and all present and future sales, use, personal, property, real property, value added, goods and services, GST, turnover, stamp, documentary, interest equalisation, business, occupation, excise, income, corporation, profits, gains, gross receipts, or other taxes, fees, withholdings, imposts, levies, duties or other charges of any nature whatsoever or whensoever imposed (other than taxes on the Company's net income) by any governmental body, together with any penalties, fines or interest thereon or similar additions thereto, imposed, levied or assessed or otherwise payable.

Tax Invoice has the same meaning as in the GST Law.

Technical Materials includes plans, designs, drawings, engineering information, data, specifications, reports, accounts and any other material specified in this Agreement.

Warranty Period means the longest of the following periods, as applicable:

(a) in the case of Goods, 24 months after the date of risk in the Goods passing to the Company in accordance with clause 9.3, or 12 months after the date of first use of the Goods, whichever is the sooner (in the case of the Goods);

(b) in the case of Services, 12 months after the date of completion and delivery of each divisible tranche of the Services;

(c) any warranty period specified in the Purchase Order; or

(d) any applicable warranty period conferred by legislation or law.