

1 DEFINITIONS

Deliver, delivers, delivery or delivered means the transfer of the Goods into the physical custody of BUMA at the delivery points nominated in the PO.

BUMA means BUMA Australia Pty Ltd (ACN 649 634 579), its related bodies corporate (as defined by the *Corporations Act 2001* (Cth)) and as specified in the PO.

General Conditions means these General Conditions for Purchase of Goods and Services.

Goods means all goods, equipment, material, articles, drawings, data or any other property or parts described in the PO which are to be provided to BUMA in accordance with the PO and includes, but is not limited to, software and data in electronic format, whether or not they are licensed by the Supplier to BUMA.

Purchase Order or PO means this document which, together with any other documents referenced therein and provided to the Supplier, constitutes the contract between BUMA and the Supplier.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Services means the services described in the PO which are to be provided in accordance with the PO.

Site is the mine site at which Services will be performed pursuant to the PO.

Supplier means the person or company identified in the PO as providing the Goods or Services.

Tax Invoice has the same meaning in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

2 GENERAL

- a. These General Conditions do not apply if BUMA and the Supplier have entered into a separate agreement which contains terms and conditions intended to apply to the Goods and/or Services to which the PO relates.
- b. Subject to 2a, the PO, including these General Conditions, constitutes the entire agreement between the parties in relation to the purchase of Goods and/or Services, and it supersedes any prior agreements, negotiations or representations by the parties dealing with the Goods or Services.
- c. Any additions to these General Conditions shall be in writing and included and marked as "Special Conditions" on the PO. In the event of any inconsistency between these General Conditions and any Special Conditions, the Special Conditions will prevail.
- d. Any other terms and conditions supplied with or on delivery of the Goods and/or Services will have no legal effect and will not constitute part of this agreement.
- e. No variation to this agreement will be binding on the parties unless agreed in writing.

3 AGREEMENT TO SUPPLY GOODS AND SERVICES

- a. The Supplier will supply the Goods and/or perform the Services in consideration of BUMA making payment in accordance with the terms of the PO (and any Special Conditions).
- b. The relationship of BUMA and the Supplier is that of principal and independent contractor. Nothing in this agreement will create a relationship of employment, agency or partnership.

4 STANDARDS

- a. All Goods and/or Services are to be supplied in accordance with the law and relevant Australian Standards (or recognised industry standards where no relevant Australian Standard exists).
- b. The Supplier must ensure the Services are carried out diligently and to a professional standard in accordance with best industry practice.

5 WARRANTIES

- a. The Supplier provides a warranty for the Goods and/or Services from the day of delivery of the Goods and/or Services until the latter of 12 months or the length of the Supplier/Manufacturer's standard published warranty period.
- b. The Supplier will, at BUMA's election (acting reasonably having regard to the nature of the defect and its impact on BUMA's business), replace or make-good any defective Goods and/or Services, including any return, re-delivery, re-supply, rectification and incidental costs.
- c. The Supplier warrants that the Goods are free and clear of all liens and encumbrances (including any PPSA security interest) and that the Supplier has and will give BUMA good and clear title to the Goods.

6 TITLE, ACCEPTANCE AND RISK

- a. Title to the Goods will vest in BUMA upon payment for the Goods.

- b. The risk of any loss or damage to the Goods, or any part thereof, will remain with the Supplier until the Goods are delivered to BUMA at the nominated delivery site.

7 DELIVERY TERMS

- a. Delivery of Goods shall be made in accordance with INCOTERMS® 2010 DDP, to BUMA's nominated site (as referenced in PO). The Supplier shall insure the Goods for full replacement value while risk is with the Supplier.
- b. Time is of the essence in the delivery of the Goods and the performance of the Services.

8 PACKAGING AND TRANSPORTING GOODS

- a. Goods must be packed and transported in accordance with relevant transportation and safety requirements and comply with any relevant packaging specifications notified by BUMA.
- b. Goods, delivery notes and other documentation must reference the relevant PO.

9 ACCEPTANCE AND QUALITY ASSURANCE

- a. BUMA may reject Goods and/or Services that do not comply with the PO. Signed delivery documents only confirm the quantity of Goods delivered and do not constitute acceptance by BUMA.

10 SITE

- a. The Supplier must ensure that its representatives who will require access to the Site have each satisfied all applicable induction requirements directed by BUMA, which may include generic metalliferous inductions, medicals, drug and alcohol tests, initial lead-in-blood tests and other site access requirements.
- b. The Supplier must comply with BUMA's reasonable directions, procedures and policies including those relating to occupational health, safety and security when performing any part of the Services on premises owned, leased, controlled by, occupied by or under the direction of BUMA.

11 PRICE BASIS

- a. The PO price is firm-fixed and is not subject to variation for any rise or fall in contract costs or exchange rates, unless stated otherwise in the PO.
- b. The PO price includes all taxes and duties (including customs duty, packaging, marking, handling, freight and delivery, insurance and any and all amounts payable for patents, copyright or royalties) except GST; unless stated otherwise in the PO.

12 INVOICING

- a. All invoices issued by the Supplier under the PO must be billed to the relevant BUMA entity and sent electronically to BUMA at "invoices@buma.com.au". Invoices must be valid Tax Invoices, include the Supplier ABN and quote a valid PO.

13 PAYMENT OF ACCOUNTS

- a. Subject to BUMA's receipt of Goods and/or Services in accordance with clause 9, terms of payment are 45 days from end of month of a correctly rendered Tax Invoice, unless stated otherwise in the PO.

14 INSURANCE AND INDEMNITY

- a. The Supplier will indemnify BUMA against all loss, liability and/or damage of any kind arising from or in connection with any personal injury, death, loss of or damage to property, any infringement of intellectual property rights, and any legal costs arising from the Supplier's performance of its obligations under this PO. The Supplier's liability to indemnify BUMA in this clause 14a will be reduced proportionately to the extent that BUMA's act or omission caused or contributed to Supplier's liability.
- b. The Supplier must at all times maintain insurances appropriate for the supply of Goods and/or Services, including public liability insurance for an amount if not less than \$20,000,000 which include a principal's indemnity extension applicable to BUMA.

15 CONFIDENTIALITY

- a. The Supplier will and will ensure that its employees, subcontractors and agents keep all information provided or available to the Supplier as a consequence entering this agreement, confidential.
- b. The Supplier shall not use BUMA's name or any of the information contained in this PO for publicity purposes without BUMA's prior written consent.

16 TERMINATION

- a. BUMA may terminate all or part of the PO for its convenience with 7 days' notice to the Supplier.
- b. Upon receipt of the notice the Supplier must stop all work and mitigate all costs and expenses. BUMA will pay the Supplier for work performed under the PO up to the date of the termination.
- c. BUMA may terminate the PO immediately upon any default by the Supplier if the Supplier is in breach of clauses 20 or 23 or a Suspected Slavery occurs and seek recovery of all loss and damage incurred.

17 ASSIGNMENT / SUBCONTRACTING

- a. The Supplier will not assign, nor subcontract, any part of this PO without the prior written consent of BUMA (which must not be unreasonably withheld or delayed). Assignment or subcontracting will not relieve the Supplier from any of its obligations under this PO nor impose any liability upon BUMA to an assignee or subcontractor.

18 NOTICES

- a. Any notice, request or other communication served under this PO, must be in writing, and delivered promptly at the addresses on the face of the PO.

19 DISPUTE RESOLUTION

- a. The parties agree that before commencing any legal proceedings relating to this PO that they will meet within 7 days (or such other period as is agreed between the parties) of one party issuing a dispute notice to the other party. The parties agree to meet and negotiate in good faith to resolve the matter in dispute.

20 ANTI BRIBERY

- a. The Supplier will comply with all applicable laws, rules and regulations relating to anti-bribery, anti-corruption and anti-money laundering and must not commit any act or omission which causes or could cause it or BUMA to breach, or commit an offence under any such laws, rules and regulations.
- b. The Supplier warrants and represents that it has not been convicted of any offence, and has not been the subject of any investigation or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence, under any applicable laws, rules and regulations relating to anti-bribery, anti-corruption and anti-money laundering.
- c. The Supplier agrees that it will 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 (**Government Official**) for the purpose of influencing any act or decision of such Government Official, inducing such Government Official to act in violation of their lawful duty or securing any improper advantage

21 WAIVER

- a. Any waiver by a party, in respect of any breach of a condition or provision of this PO, will not be deemed to be a waiver in respect of any other condition or provision, or of any subsequent breach.

22 APPLICABLE LAW

- b. The laws of the State in which the Goods and/or Services are provided shall apply to the PO. The courts of that State shall have non-exclusive jurisdiction to decide any matter arising out of the PO.

23 MODERN SLAVERY

- a. In this clause, 'Secondary Subcontractor' means any of the Supplier's consultants, contractors, suppliers, service providers and any other person engaged by or on behalf of the Supplier in connection with this agreement.
- b. The Supplier must take (and must ensure that each of its Secondary Subcontractors take) all reasonable steps to ensure that no modern slavery, human trafficking, servitude, forced labour, bonded labour, child labour, slavery or forced marriage or deceptive recruiting for labour or services (**Modern Slavery**) is present in the Supplier's, or its Secondary Subcontractors', supply chains, or in any part of their businesses.
- c. The Supplier warrants that neither it nor any of its officers, employees or Secondary Subcontractors has been convicted of, or has been or is, the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any form of Modern Slavery.
- d. The Supplier must implement a system (to a standard that is consistent with good industry practices) to assess, monitor, evaluate and remediate the risks of Modern Slavery in its, and its Secondary Subcontractors', supply chains and in any part of their businesses

- e. The Supplier must promptly notify BUMA as soon as it becomes aware of any actual or suspected Modern Slavery in its or any of its Secondary Subcontractors' supply chain which is connected to this agreement **(Suspected Slavery)**.
- f. The Supplier must maintain records evidencing its compliance with this clause, and on request from BUMA (from time to time), provide all assistance and information reasonably necessary for BUMA to prepare a modern slavery statement and otherwise comply with its obligations at law, including giving BUMA access to the Supplier's records.