

PURCHASE ORDER TERMS AND CONDITIONS

1. DEFINITIONS

Capitalized words in this Purchase Order shall have the meanings defined below or the meanings specified on the cover page.

'**Delivery Date**' means the date specified on the Purchase Order cover page when applicable.

'**Goods**' means the goods described on the cover page of the Purchase Order.

'**Incoterm 2010**' is the set of International Commercial terms published by the International Chamber of Commerce (ICC) for a series of pre-defined commercial terms used in international commercial transactions

'**Point of Delivery**' as per the Incoterm specified on the cover page of the Purchase Order.

'**Price**' means the Total Purchase Order Price as specified on the cover page of the Purchase Order, which shall include all costs and charges to the Point of Delivery.

'**Purchase Order**' means the agreement between the Vendor and Purchaser as documented by the cover page, these terms and conditions and (if attached or incorporated by reference) other documents relating to the Goods and/or Services.

'**Purchaser**' means the party specified on the cover page of the Purchase Order.

'**Receipt**' means when the Purchaser receives the Goods and for services at the Point of Delivery.

'**Services**' means the services described on the cover page of the Purchase Order.

'**Taxes**' mean all taxes, fees, levies, duties and charges including income tax, sales tax, customs duty, excise tax, stamp duty, goods and services tax, and withholding tax.

'**Vendor**' means the party specified on the cover page of the Purchase Order.

'**Vendor's Personnel**' means the vendor's officers, directors, employees, representatives, agents and sub-contractors.

Words in the singular shall include the plural and vice versa.

Headings are for convenience only and shall not affect interpretation. A reference to a person includes a reference to a corporation or legal person.

2. SUPPLY OF GOODS AND SERVICES

The Vendor's acceptance by acknowledgement or performance of the Purchase Order shall constitute acceptance of the Purchase Order in full as the entire contract between the parties and no representations or statements by any person not expressly covered by this Purchase Order shall be binding. Any terms and conditions provided by the Vendor shall be of no legal effect, other than any representations or warranties provided for by applicable law and shall not form part of this Purchase Order. By entering into this Purchase Order, the Vendor agrees to supply the Goods and Services in full compliance with the requirements of this Purchase Order in consideration for payment of the Price.

3. PRICE AND PAYMENT

Unless otherwise stated in this Purchase Order, the Price shall be fixed, shall not be subject to changes in labour or material costs, shall be in the Currency specified on the cover page and shall be unaffected by exchange rate fluctuations. Unless otherwise specified in this Purchase Order payment of the Price will be made after Receipt, following which the Purchaser will make payment within 30 days after the receipt of the Vendor's invoice for payment.

4. TAXES

The Vendor is and remains liable for payment of all Taxes. If any Tax is imposed the Vendor must pay the full amount to the relevant authority and indemnifies the Purchaser against any failure to do so.

5. TITLE AND RISK

Unless otherwise specified in this Purchase Order, Title to and property in the Goods passes to the Purchaser upon payment of the Price (whether in part or in full) or upon Receipt (whichever occurs first). Title and property in the Goods shall pass to the Purchaser (and remain) free of all encumbrances, liens and charges. Unless otherwise specified in this Purchase Order, risk in the Goods remains with the Vendor until Receipt.

6. INSURANCE

The Vendor must procure and maintain with reputable companies at its cost:

- insurance that covers the Goods until Receipt;
- if the Vendor is to provide Services, such insurances as would reasonably be expected to be maintained by a party providing similar Services, including but not limited to Vendor's workers health insurance and workers compensation, third party and public liability.

7. SHIPMENT METHOD

The Vendor will ship the goods as per the Shipment Method stated on the cover page of the Purchase Order

8. DELIVERY

The Vendor shall suitably package and deliver the Goods as per the Incoterm 2010 specified on the cover page of the Purchase Order by the Delivery Date and notwithstanding the above, the Purchaser has an absolute discretion to extend the Delivery Date for any reason.

9. ACCEPTANCE OF THE GOODS & DEFECT LIABILITY

In respect of each shipment received, the Defects Liability Period will commence on and from the date that Good is accepted by the Relevant Company. Within a reasonable period of time after Receipt and inspection of the Goods has taken place, the Purchaser is of the opinion, for any reason, that the Goods do not comply with the Purchase Order, then the Purchaser may, in its sole discretion, direct the Vendor in writing to either repair or replace such Goods and the Vendor shall promptly comply with such written direction. Payment or the signing of delivery receipts shall not constitute acceptance of the Goods. This provision shall not limit any other remedies (including at law) the Purchaser may have. Upon receipt of a Notice from the Purchaser due to defective design, materials, workmanship, un-merchantable quality or unfitness

for intended purpose, the affected items or parts must be redesigned, repaired or replaced as appropriate by the Supplier at no cost to the Purchaser prior to the expiration of the time specified in the Notice. If the Supplier fails to make the necessary redesign, repair or replacement within the period specified, the Purchaser may perform or cause to be performed such redesign, repair or replacement at the Supplier's risk and cost and any costs and expenses incurred by the Purchaser will be recoverable from the Supplier as a debt due and payable. The Purchaser can deduct or set-off such amounts against any amounts owed to the Vendor in connection with the specific Purchase Order.

10. SERVICES

The Vendor shall ensure that the Services are performed in a safe, orderly and workmanlike manner, in accordance with this Purchase Order and good industry practice and shall ensure that the Services are completed by the Delivery Date. If the Purchaser is of the view, for any reason, that the Services do not comply with the Purchase Order, then the Purchaser may, in its sole discretion, direct the Vendor in writing to either repair or replace such Services and the Vendor shall promptly comply with such written direction. This provision shall not limit any other remedies (including at law) the Purchaser may have.

11. TERMINATION AND INDEMNITIES

The Purchaser may, upon giving 7 days' notice, terminate this Purchase Order in whole or any part thereof without reason. Upon termination, the Purchaser's liability to the Vendor shall be limited to payment for Goods received, and for Services carried out up to the date of termination. If the Purchaser terminates this Purchase Order in whole or any part thereof, the Purchaser shall under no circumstances be liable to the Vendor for any damage, loss of profit, claims, or liability suffered by the Vendor as a result of such termination. The Purchaser shall under no circumstances be liable to pay to the Vendor an amount greater than the Price. The Vendor shall indemnify and hold the Purchaser harmless against all claims, liens, costs, losses, damages and expenses whatsoever to the extent arising out of any breach of this Purchase Order, any failure to carry out its obligations under this Purchase Order or any negligence of the Vendor or of Vendor's Personnel.

12. SUBCONTRACTORS

The Vendor shall not subcontract or permit any portion of the Goods or Services to be subcontracted without the prior written consent of the Purchaser. The Vendor shall be responsible for the acts and omissions of, and for the performance of any person to which it subcontracts the Goods and/or Services as if they were acts or omissions of the Vendor. The Vendor warrants all Goods and Services performed by any subcontractor in the same manner as if the Vendor had provided the Goods or performed the Services.

13. INTELLECTUAL PROPERTY

All intellectual property created by or on behalf of the Vendor as part of the performance of its obligations under this Purchase Order shall be assigned to the Purchaser or its nominee upon Receipt. The Vendor shall grant to (and obtain for the benefit of) the Purchaser and any nominee an irrevocable license to use all other intellectual property connected to the Goods or Services. The Vendor warrants to the Purchaser and any nominee that its use of the Goods or Services (including use of any intellectual property connected thereto) will not infringe any intellectual property rights of any person. The Vendor indemnifies and holds harmless the Purchaser and any nominee from and against any claim for infringement of any intellectual property rights arising by reason of the supply and/or use of the Goods or Services.

14. GENERAL

- The Vendor shall not vary or alter this Purchase Order without the prior written agreement of the Purchaser.
- The Vendor shall not assign its obligations under this Purchase Order without prior written approval from the Purchaser.
- The law of this Purchase Order is the law of Western Australia and the parties submit to the jurisdiction of the courts of Western Australia and all courts having jurisdiction to hear appeals from those courts. Any dispute or difference in connection with this Purchase Order shall be referred to and finally resolved by arbitration in accordance with International Chambers of Commerce Rules of Arbitration. The seat of the arbitration will be London, England; the number of arbitrators shall be one; and the language of the arbitration shall be English.
- The failure of either party to enforce the provisions of this agreement or to exercise any rights under this agreement does not constitute a waiver of such provisions or rights.

15. COMMUNICATIONS

- All communications relating to this Purchase Order must state the Purchaser's name, Order Number and Purchase order Title (description of goods/services).
- Unless otherwise stated Vendor shall direct all communications to the Buyer as stated on the cover page of the Purchase Order
- All drawings, data and Manuals (if applicable and subject to the specific Purchase Order) shall be accompanied by a transmittal listing the applicable equipment numbers and every document enclosed.
- All technical document submissions are to be emailed to the Buyer as stated on the cover page of the Purchase Order
- All invoices/statements to be submitted, inclusive of the vendor's banking details, to the responsible accounts payable person as stated on the cover page of the Purchase order

16. ORDER ACCEPTANCE

The Vendor shall provide their understanding and acceptance of the Purchase Order by signing on the front page of the Purchase Order. All remaining pages including Terms and Conditions shall be initialled and a copy returned within seven (7) days of receipt. Failure may delay implementation of payment procedure. Acknowledgement of receipt and acceptance by e-mail will be deemed as being acceptable