



**Calibre**  
**Purchase Order Terms and Conditions**

**CAP-GUI-FIN-08**

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A	Issued for Review	FH	NM	APB	RCM	March 2009
<b>Rev</b>	<b>Description</b>	<b>Author</b>	<b>Checked</b>	<b>Approved</b>	<b>Authorised</b>	<b>Date</b>



## Calibre Purchase Order Terms and Conditions

The following words shall, where the context permits, have the following meanings:

**"Change Order"** means a written amendment by Purchaser to this Purchase Order upon terms mutually agreed by the Parties.

**"Delivery"** or **"Delivered"** means the delivery of Goods by Seller to the nominated Delivery Point specified in the Purchase Order and the acceptance of Goods by Purchaser.

**"Delivery Date"** means the first date (or dates) specified in the Purchase Order when Seller must deliver goods to Purchaser.

**"Delivery Point"** means the delivery point (or points) specified in the Purchase Order for Goods.

**"Delivery Terms"** means the delivery terms specified in the Purchase Order including without limitation carriage, insurance, loading and off loading requirements for Goods together with any Special Conditions appended to these Terms and Conditions.

**"Day"** means calendar day.

**"Final Delivery"** means the last date specified in the Purchase Order for Delivery of Goods, or where there are multiple delivery dates the date specified for the Delivery of the last lot of Goods.

**"Goods"** means all materials, merchandise, equipment, machinery, plant, stores, spares, items, services, work and the like required to be supplied or performed by Seller under this Purchase Order.

**"GST"** has the meaning it bears in the A New Tax System (Goods and Services Tax) Act 1999 and terms which are defined in the A New Tax System (Goods and Services Tax) Act 1999 have the same meaning as those terms have in that Act.

**"Month"** means calendar month.

**"Party," "Party's"** or **"Parties"** means a reference to Purchaser and Seller.

**"Purchase Order"** means the document clearly stated as the Purchase Order together with all attachments, documents, terms and conditions and data either attached to, or referenced within the Purchase Order.

**"Purchaser"** means the Company as indicated on the Purchase Order.

**"Seller"** or **"Supplier"** means the person, company, or corporation referred to in this Purchase Order and to whom this Purchase Order is issued, where two or more persons are named as Seller then the obligations on their part shall bind and be observed and performed by them jointly and each of them severally.

**"Site"** means Purchaser's or another parties premises, buildings, plant, mine site, land, or other place as may be specified in this Purchase Order where Goods are to be installed, erected, or commissioned with the assistance of Seller.

In this Purchase Order and these Purchase Order Terms and Conditions, unless the context otherwise requires:

- a) the clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- b) a cross reference to a clause number is a reference to that clause or sub-clause;
- c) words in the singular include the plural and vice versa;
- d) words importing a gender include any other gender;
- e) a reference to a Party includes that Party's successors, assigns and representatives;
- f) a reference to a person includes a partnership and a body, whether corporate or otherwise; and
- g) unless expressly specified to the contrary all monetary references are references to Australian currency.

### Contract

- 2.1 The Purchase Order when duly signed by Purchaser and bearing an order number is the only form which shall be recognised by Purchaser as authority for charging Goods to its account and supersedes all previous communications and negotiations.
- 2.2 The Purchase Order including all documents attached thereto or incorporated by reference constitutes the entire agreement between Purchaser and Seller for the supply of Goods and shall not be modified except by written Change Order. No terms stated by Seller in accepting or acknowledging, this Purchase Order shall be binding unless Purchaser's prior written consent has been given. The Purchase Order constitutes an offer to purchase and not an acceptance of any offer to sell Goods. In the absence of any written acceptance or acknowledgment of this Purchase Order by Seller, the commencement of any work by Seller in connection with this Purchase Order or the making of any deliveries shall be deemed an acceptance of this Purchase Order and all terms and conditions therein.
- 2.3 If Seller discovers any inconsistency between documents comprising the Purchase Order, Seller must immediately notify Purchaser in writing. In the event of any such inconsistency the agreed order of precedence of documents shall be: the Purchase Order, these Purchase Order Terms and Conditions, then any attached or referenced Special Conditions,, bills of materials (or such similar document as would constitute a bill of materials) specifications, drawings or other documents.
- 2.4 Seller is an independent contractor and shall not act as, or be regarded as, an agent or employee of Purchaser.
- 2.5 Seller must not assign or subcontract this Purchase Order or any part thereof without the prior written consent of Purchaser. Any such permission granted shall not relieve Seller from any of its obligations under this Purchase Order. Purchaser shall have the right to assign all or any part of this Purchase Order to its successors or other company upon written notification to Seller. In the event of such assignment there shall be no other alteration to Purchase Order terms and conditions unless otherwise mutually agreed to by the Parties.
- 2.6 No waiver or breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of any other provision.

### Amendments to Purchase Order

- 3.1 Subject to the provisions of this Purchase Order and these Purchase Order Terms and Conditions Purchaser shall have the right to increase or decrease the quantity of Goods ordered up to the date of Final Delivery. Purchaser also reserves the right to correct any errors or omissions in the Purchase Order including any changes to specifications, drawings, or documents forming a part of the Purchase Order.
- 3.2 Seller must not depart from the requirements of this Purchase Order unless otherwise directed in writing by Purchaser and Seller agrees to immediately comply with any such directions if given by Purchaser.
- 3.3 If any amendment made by Purchaser causes a change in cost or time required for Seller to perform its obligations under this Purchase Order an equitable adjustment shall be made in accordance with the terms of this Purchase Order. Seller agrees to immediately provide Purchaser with such substantiation as Purchaser may reasonably require in respect of any alleged claim for a change in cost or time in the performance of Purchase Order obligations.

### Pricing

- 4.1 All prices, costs and charges specified in this Purchase Order shall be fixed and firm and not subject to variation unless otherwise expressly stated in this Purchase Order.
- 4.2 Seller is responsible for the payment of any tax, impost, or duty levied, charged, assessed or imposed in relation to the Goods supplied under this Purchase Order. All custom duties and other like charges must be stated separately in Seller's pricing and any reduction in such charges shall be to the benefit of Purchaser.

#### **Delivery and Title**

- 5.1 Seller must deliver Goods in accordance with the Delivery Terms and to the nominated Delivery Point specified in this Purchase Order. Unless otherwise expressly stated in this Purchase Order Seller shall be responsible for the cost of all packing, transport, freight, loading and unloading and insurances of Goods until the Delivery of Goods.
- 5.2 The quantity of Goods delivered must not be greater than the amount stated in this Purchase Order, unless quantity amendments have been made to this Purchase Order by the issue of a Change Order. Purchaser shall have the right to return any excess quantities of Goods to Seller at Seller's risk and expense.
- 5.3 Title to property in Goods and risk in Goods shall pass from Seller to Purchaser upon receipt and the acceptance of Goods by Purchaser at the nominated Delivery Point (Delivery). However, where Purchaser has made payment or part payment to Seller for any Goods, whether Delivered or not, then title to and property in such Goods, or partly completed Goods (including any materials to be used in its manufacture), shall pass to Purchaser. Where such Goods are not yet Delivered Seller must appropriately mark items, materials and Goods as the property of Purchaser and Seller must continue to bear the risk of loss or damage for these Goods until such time as the Goods are Delivered.
- 5.4 Seller warrants that the Goods are, and at the time the property shall pass to Purchaser shall be, free and clear of all liens and encumbrances and shall have a good marketable title.

#### **Shipment of Goods**

- 6.1 Seller must give Purchaser not less than three (3) days notice of the time when Goods shall be ready for dispatch from Seller's works.
- 6.2 A notice of shipment must be sent to Purchaser at the time of shipment of Goods which must as a minimum state the purchase order number, type and quantity of Goods, method of transportation, route to be taken to Delivery Point and estimated time of arrival of Goods. All Goods must be suitably packed, marked and shipped in accordance with this Purchase Order and the proper requirements of the relevant carriers. Spare parts must be packed separately from parent equipment and clearly labelled "Spare Parts". Seller shall be liable for any additional costs as a result of either failing to follow Purchaser's shipping instructions specified in this Purchase Order, improperly describing the Goods, or failing to properly pack and protect Goods.

#### **Warranty**

- 7.1 Unless otherwise specified in this Purchase Order Seller warrants:
  - a) that the Goods supplied under this Purchase Order are new, of merchantable quality, fit for the purpose intended and free of defects in materials, workmanship and design;
  - b) that Delivered Goods shall remain free of any defects for a period of 12 months from commissioning, or alternatively a period of 18 months from the date of Delivery of Goods, or 18 months from the date of notification by Seller that the Goods are ready for dispatch from Seller's works, whichever period is the lesser; and
  - c) that where Seller has manufactured any Goods as required by this Purchase Order to drawings or specifications supplied by Purchaser that the Goods have been manufactured and supplied strictly in accordance with such drawings or specifications.
- 7.2 At the option of Purchaser, Seller must promptly replace, repair, or make good any Goods or parts of Goods supplied under this Purchase Order found to be defective, or in any way unsuitable for the purpose intended, or otherwise not in compliance with the requirements of this Purchase Order (reasonable wear and tear excepted).

#### **Inspection and Expediting**

- 8.1 Purchaser or its designated agents shall have the right to inspect and expedite all work under this Purchase Order at any stage of design, engineering, manufacture or installation and Seller must make this a condition of any subcontracted work. In addition to any other inspections made all Goods shall be subject to Purchaser's inspection within a reasonable time of arrival at the Delivery Point. Payment for any Goods prior to this inspection shall not be construed as acceptance of Goods. Any inspections carried out by Purchaser or its designated agents shall not relieve Seller from its obligations under this Purchase Order.
- 8.2 Purchaser or its designated agents shall have the power at any time to reject Goods which are found to be unsatisfactory, defective, of inferior quality or workmanship, or otherwise failing to meet the requirements of this Purchase Order. Rejected Goods must be replaced or made good to Purchaser's satisfaction at no additional cost to Purchaser. Purchaser may direct Seller, at Seller's expense, to remove any Delivered Goods which have been rejected and if after a reasonable period of time Seller fails to do so Purchaser may return such Goods to Seller. Seller must reimburse Purchaser for any costs associated in returning rejected Goods to Seller, or for any additional costs associated with purchasing substitute Goods, or for any prior payments made by Purchaser to Seller for rejected Goods until made good and Delivered. Purchaser may deduct such costs from any payments to be made to Seller.

#### **Payment and Invoicing**

- 9.1 Unless otherwise specified in this Purchase Order payment terms shall be one hundred percent (100%) of the Purchase Order value payable in accordance with clause 9.4 following receipt by the Purchaser of an invoice properly issued pursuant to clauses 9.2 and 9.3. However in addition to Purchaser's rights under sub-clause 9.6, Purchaser shall have the right, at its sole discretion, to withhold payment of up to five percent (5%) of the Purchase Order value until the receipt and acceptance of all drawings, manuals and data (including electronic formats) required by this Purchase Order.
- 9.2 Seller is entitled to and shall submit a Tax Invoice after the Delivery of the Goods to the Delivery Point and Acceptance of the Goods by the Purchaser. Each invoice as a minimum must specify Seller's Australian Business Number, the correct purchase order number, the quantity, description, unit price and total value of Goods together with any other verification required by this Purchase Order or reasonably requested by Purchaser. Seller must provide Purchaser with all reasonable records and access to allow Purchaser to verify any cost, price and volume records relating to Goods supplied under this Purchase Order. Purchaser shall not be responsible for delays in receipt of Seller's invoices and required supporting documents. Should delay occur, the time allowed for payment of invoices shall commence on the date of receipt by Purchaser of all necessary invoice and supporting documentation.
- 9.3 All Invoices shall be sent to:
  - The "Company" as per the Purchase Order issued
  - The "Company" ABN as per the Purchase Order issued
  - Att: Accounts Payable
  - P.O. Box Z5426
  - Perth WA 6831
  - E-mail Invoices: CalibreAccountsPayable@calibreglobal.com.au
  - Fax Invoices: 9488 7300
- 9.4 Payment of approved invoices by Purchaser shall be made net Forty Five (45) days following the end of the month in which Seller's invoice was received. Unless otherwise mutually agreed between the Parties, all payments shall be made to Seller in Australian currency by electronic transfer into the bank account nominated by Seller.
- 9.5 In the event of a dispute as to the amount or the content of any invoice Purchaser shall notify Seller of such dispute and the undisputed portion of the invoice shall be paid following clarification with Seller and issue of an appropriate credit note from the Seller to the Purchase in relation to the disputed amount.
- 9.6 Purchaser shall have the right to deduct any monies owing to Purchaser, or to set off costs incurred by Purchaser as a result of Seller failing to conform to Seller's obligations in this Purchase Order. Payment of Seller's invoices shall be made net of such monies owed or Purchaser's set off costs.
- 9.7 Each Party must comply with their respective obligations in relation to payment of GST. In settling Seller's invoice, Purchaser shall deduct and remit to the proper authorities any taxes or other charges as it is required by law to deduct (if any), and payment of the invoice net of the amount so deducted shall constitute full and proper payment of the amount due to Seller pursuant to this Purchase Order.

#### **Time for Delivery**

- 10.1 The time(s) of Delivery specified in this Purchase Order is (are) of the essence of the Purchase Order. Seller must commence work immediately upon receipt of this Purchase Order and must complete Delivery of Goods within the time(s) stated in this Purchase Order.

### **Extension of Time**

- 11.1 In the event of a delay to Seller resulting from acts of omission or commission of Purchaser, or as a result of event of Force Majeure, Seller shall be entitled to an extension of time for Delivery of Goods by the amount of time Seller is actually delayed in the performance of work, provided that Seller has immediately notified Purchaser in writing of: the commencement of each delay (together with supporting data) advising the cause for delay, the probable duration of delay, probable impact on the Delivery of Goods and actions being taken to mitigate the delay; and termination of the cause of delay and requests an extension of time.
- 11.2 Purchaser shall have no obligation to grant any extension of time claimed by Seller, irrespective of cause, unless Seller has fully complied with the notification requirements set out in sub-clause 11.1 above.
- 11.3 If Seller's claim for an extension of time is approved by Purchaser, Purchaser shall issue a Change Order to amend the Delivery Date(s) for the period reasonably justified. Such extension of time shall be Seller's sole remedy for delay and Seller shall not be entitled to, and hereby waives any and all claims to increased compensation, costs, or damages in respect of any delay howsoever caused.

### **Force Majeure**

- 12.1 "Force Majeure" means a circumstance beyond the reasonable control of the Parties, which results in a Party, being unable to observe or perform on time its obligations under this Purchase Order. Circumstances of that nature include but are not limited to acts of God, lightning strikes, earthquakes, floods, storms, or other natural disasters, acts of war, terrorism, civil commotion, malicious damage, stoppage or restraint of labour, or other industrial disturbance, or acts by any governmental agency or authority.
- 12.2 Neither Party shall be liable for any delay or failure to perform its obligations under this Purchase Order if such a delay is due to Force Majeure. If a delay or failure of a Party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that Party's obligations shall be suspended. If a delay or failure by a Party to perform its obligations due to Force Majeure exceeds sixty (60) days either Party may immediately terminate this Purchase Order by notice in writing to the other Party.

### **Cancellation**

- 13.1 Purchaser at its option shall have the right to cancel any undelivered Goods by notice in writing to Seller. If this Purchase Order includes any standard stock Goods Purchaser's obligation shall be to pay for only those Goods delivered prior to the cancellation. Where this Purchase Order includes manufactured or fabricated Goods prepared to Purchaser's specifications then Seller must immediately upon receipt of Purchaser's notice of cancellation cease manufacture, supply, or work in accordance with and to the extent specified in the notice, and must do everything possible to minimise any further costs incurred by Seller prior to the date of cancellation.
- 13.2 Provided that Seller is not in default Purchaser shall pay Seller:
- for any Goods properly delivered prior to the date of cancellation;
  - actual out of pocket costs and expenses including expenses in connection with cancellation of any subcontracts, all as reasonably determined by Purchaser which have been incurred by Seller prior to the date of cancellation; and
  - five percent (5%) of the cost in sub-clause 13.2b) above in lieu of profit, provided however that the total cancellation payment shall not exceed the total price of this Purchase Order.
- Upon such payments title and property in any Goods or incomplete Goods not Delivered to Purchaser shall pass to Purchaser.

### **Termination for Default**

- 14.1 In the event of any breach by Seller of any terms of this Purchase Order (including Seller's warranties), Purchaser may at its option and without prejudice to any of its other rights, cancel any undelivered Goods and shall have the right to terminate this Purchase Order in whole or in part and may procure similar Goods elsewhere from other suppliers.
- 14.2 Purchaser shall have no obligation to pay for any Goods which have not been Delivered after the date of Purchase Order termination, including any partially completed Goods. Seller shall be liable for any costs for similar Goods procured by Purchaser in excess of the price(s) specified in this Purchase Order. Seller must, however, continue the performance of this Purchase Order to the extent not terminated by Purchaser.
- 14.3 In addition to the rights provided above, Purchaser may exercise any other rights and remedies provided by law or under this Purchase Order for such default or breach by Seller.

### **Suspension**

- 15.1 Purchaser may at its option by written notification to Seller suspend performance of this Purchase Order for a period of time up to but not exceeding sixty (60) days in the aggregate. Purchaser in its notification shall specify the effective date of suspension and estimated duration of the suspension. Upon receipt of such notice of suspension, Seller must promptly suspend performance of this Purchase Order to the extent specified in the notice of suspension and must take all reasonable care and precautions to protect all work in progress, materials and the like. Purchaser may at any time withdraw the notice of suspension by written notification upon receipt of which Seller must immediately resume diligent performance of this Purchase Order to the extent specified in the notice of withdrawal.
- 15.2 If Seller is of the opinion that any notice of suspension or withdrawal of suspension justifies an amendment to the Purchase Order price, then Seller must immediately submit a written claim stating the details of price amendment together with supporting documentation to substantiate the claim to the satisfaction of Purchaser.

### **Insurance**

- 16.1 Seller must insure Goods for their full replacement value against damage or destruction from commencement of this Purchase Order until Delivery of the Goods to Purchaser, unless otherwise agreed in writing by Purchaser.
- 16.2 Seller must at all times be responsible for payment of all excesses and deductibles for insurances required under this Purchase Order. If requested by Purchaser, Seller must immediately provide proof of all insurances effected in relation to this Purchase Order. Seller shall be liable for all damages, losses, costs, or expenses arising from any cause from Seller's failure to insure Goods. If Seller fails to take out and maintain any insurance required by this Purchase Order Purchaser shall have the right to: cancel this Purchase Order in whole or part in accordance with Clause 14.0 above; or obtain and maintain any insurance required and deduct the costs of such insurance from payments due to Seller.
- 16.3 If Seller (including its employees, subcontractors or agents) is required by this Purchase Order to perform any work in connection with installation, erection, or commissioning of Goods at Site then Seller must, prior to arrival on Site, effect and maintain adequate insurance cover for:
- loss or damage resulting from any cause for Seller's plant, equipment, tools and materials for not less than replacement value;
  - Employers Liability Insurance (Workers Compensation) in compliance with the laws of Western Australia including Common Law Liability cover of not less than Fifty Million Dollars (\$50,000,000). Insurance shall cover against any liability, loss, damages, claim or proceeding of whatsoever nature including those arising from Statute or Common Law relating to workers compensation or employers liability insurance from any accident or injury (including illness) to or death of any person employed by Seller in connection with the work. These insurances shall be unlimited as to the number of claims and shall provide cover in respect of each claim an unlimited amount;
  - Third Party personal injury and property damage insurance in respect of all motor vehicles (including mobile plant and equipment required to be licensed in accordance with motor vehicle statutes) bought to Site by Seller, or on behalf of Seller whether owned or in Seller's legal or physical custody to an amount of not less than Ten Million Dollars (\$10,000,000) each accident or occurrence. In addition the Contractor shall comply with all Statutory requirements concerning compulsory third party motor vehicle insurance;
  - Public Liability Insurance to cover death or injury (including illness) to any person arising out of performance of the work; and destruction to, loss, or damage of property arising out of performance of the work. These insurances shall be unlimited as to the number of claims and shall provide cover in respect of each claim an amount of not less than Ten Million Dollars (\$10,000,000);
  - any other insurance, which is required by law for the time being in force in the State of Western Australia.
- 16.4 Endorsements and cross liabilities:
- Seller's Public Liability Insurance shall:

- i) be endorsed to include Purchaser, its officers, employees and agents as co-insured's and shall, with the exception of the limits of liability, operate as if there were a separate policy of insurance covering each party comprising the insured;
  - ii) provide a waiver by insurers of all expressed or implied rights of subrogation against Purchaser, its officers, employees, agents or parties comprising the insured; and
- b) Seller's Employers Liability Insurance shall be endorsed to include a Principals Indemnity Clause in respect of both Section 175 (Act) and Common Law Benefits.

16.5 Acts, omissions, nondisclosure, or misrepresentations by any insured shall not affect or prejudice the insurance in regard to any other party.

#### **Indemnity**

17.1 To the extent of Seller's negligence, Seller shall indemnify and keep indemnified Purchaser, its directors, employees, agents and contractors (the "Indemnities") from and against all losses, claims, liabilities and expenses arising out of injury or death to any person or damage to or destruction of any property of the Indemnities caused directly or indirectly out of performance of work under the Purchase Order by Seller, or Seller's presence on or about the Site, except where the of injury, death, damage, destruction or loss is the result of the negligence or actions of the Indemnities.

17.2 Neither Party shall be liable to the other Party for any indirect or consequential loss or damage suffered or incurred in connection with the performance of work under this Purchase Order.

#### **Protected Rights**

18.1 Seller warrants that it has investigated all specifications, including any furnished by Purchaser, in connection with the Goods under this Purchase Order and based on such investigation has determined that performance of any work under this Purchase Order or use of the Goods, shall not infringe upon any patent, copyright, trademark, or protected right. Seller shall defend, indemnify and hold Purchaser and its successors in interest harmless from and against any and all claims, demands, costs, legal expenses and liabilities arising out of any such infringement or claim of infringement. Purchaser is relying on Seller's experience, skill and superior knowledge with respect to the Goods and shall have no liability whatsoever for any such infringement.

18.2 In the event Purchaser and its successors in interest are prevented, due to infringement or alleged infringement, from selling, using, or operating the Goods in whole or part Seller must immediately, at its sole expense, take all reasonable steps to procure the rights to sell, or operate the Goods. If Seller is unable to procure the rights to sell or operate the Goods within a reasonable period of time, then Seller must either modify or replace the Goods such that they comply with the requirements of this Purchase Order to Purchaser's satisfaction and avoid any patent, copyright, trademark, or protected right infringement. Seller must reimburse Purchaser for any costs incurred by Purchaser as a result of violation of any patent, copyright, trademark, or protected right.

18.3 Seller also acknowledges that all intellectual property belonging to Purchaser, or other parties including designs, data, documents, information, electronic programs and code, electronic media, or other things provided to Seller by Purchaser in connection with the Purchase Order may only be used by Seller for the purposes of fulfilling Seller's obligations under this Purchase Order, or otherwise with the express written consent of Purchaser. Upon the completion or termination of this Purchase Order Seller must discontinue such use, without any right of compensation for such discontinuance.

#### **Confidentiality**

19.1 Seller agrees, that as far as possible, it must keep confidential the award and terms of this Purchase Order. Seller agrees not to disclose for publicity, or any other reasons other than is essential for the performance of the work, any photographs, drawings, electronic data, materials, or other things given to it by Purchaser without obtaining the prior written consent of Purchaser and must return all such materials to Purchaser upon completion of this Purchase Order.

#### **Engineering Data**

20.1 Seller must provide to Purchaser engineering and other data required by this Purchase Order within the time(s) specified. Any review or approval of Seller's drawings or engineering data for general conformance with this Purchase Order requirements shall not relieve Seller's responsibility for full compliance with design criteria and other Purchase Order requirements.

#### **Documentation Submissions**

21.1 Seller must provide to Purchaser all drawings, manuals, documents, or data (whether in written or electronic form) required by this Purchase Order within the time(s) specified, or if no specific time is specified upon Delivery of the Goods.

21.2 In the event that drawings, manuals, documents, or data (whether in written or electronic form) submitted by Seller are incomplete or otherwise fail to meet Purchase Order requirements, Purchaser shall notify Seller of such deficiencies. If Seller fails to promptly correct such deficiencies, Purchaser may make such corrections and any costs associated with making these corrections shall be to the Seller's account.

#### **Installation, Erection and Commissioning**

22.1 The following conditions shall also apply if Seller provides work in connection with installation, erection, or commissioning of Goods on Site, or where the presence of Seller, its employees, subcontractors, or agents is implied by this Purchase Order.

- a) All works performed at Site by Seller must be performed with the highest regard for the safety of all personnel at the Site and must, as a minimum, conform to the Site's safety standards, regulations and procedures which shall be made available by Purchaser.
- b) Seller its employees, subcontractors, or agents must comply with Purchaser's safety, environmental, and Site regulations and with all reasonable directions given by Purchaser's authorised representatives.
- c) All works must be performed to the highest standards in a workmanlike manner.
- d) Seller must supply all specialist labour, tools, equipment and materials necessary to complete the work and prior to commencing work on Site Seller must confirm the labour, equipment, materials and facilities to be provided by Purchaser.
- e) Seller must use its best endeavours not to interfere with, or impede the progress of work by others on Site.
- f) Seller must, at its expense, obtain the necessary licenses and permits applicable to the performance of the work and must comply with all applicable laws, regulations and local ordinances.
- g) Seller must perform the works in such a manner as to minimise pollution in and about the Site. Seller shall at its own expense clean up any pollution caused by it or its employees, subcontractors and agents and shall indemnify and hold harmless Purchaser, its directors, officers, employees and agents in that regard.
- h) Seller including its employees, subcontractors, or agents enters the Site at its own risk and shall be liable for and indemnify Purchaser against any loss, damage, claims or liability arising out of the performance of the work or Seller's presence on Site including claims against Purchaser whether or not alleging negligence on the part of the Purchaser.
- i) If work or materials are found to be defective, unsuitable, or not in compliance with this Purchase Order by Purchaser and Seller fails on Purchaser's request to promptly remedy the defect to Purchaser's satisfaction, Purchaser may remedy the defect at Seller's expense.

#### **Law Applicable**

23.1 This Purchase Order and rights and obligations of Purchaser and Seller shall be subject to and governed by the laws of the State of Western Australia. The Parties agree to submit to the jurisdiction of the courts of Western Australia.