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Company: Pilgangoora Operations Pty Ltd

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Supplier: [insert supplier entity]

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# Goods and Services Contract

[Insert description of package]

Contract Number: [[Keywords]]

Date [Insert] ('Date of Agreement')

## Parties

Pilgangoora Operations Pty Ltd ACN 616 560 395 of Level 2, 88 Colin Street, West Perth WA 6005 (Company)

[Supplier's name] ACN [insert] of [address] (Supplier)

## Agreed terms

### 1 Master Agreement and Term

- (a) The Supplier, by entering into this Agreement, makes a standing offer to supply the Goods or Services during the Term, on and subject to the terms of this Agreement.
- (b) The Company may accept this standing offer as and when it requires by issuing a Purchase Order in accordance with clause 2.
- (c) The Company is not obliged to issue any Purchase Orders during the Term. This Agreement does not constitute any commitment by the Company to procure any Goods or Services from the Supplier and nothing in this Agreement is to be taken as imposing a minimum quantity or value of Goods or Services which must be purchased or ordered from the Supplier by the Company.
- (d) The Supplier acknowledges that this Agreement does not restrict the Company from obtaining similar or identical goods or services to the Goods or Services from suppliers other than the Supplier.
- (e) This Agreement commences on the Commencement Date and, unless terminated earlier in accordance with this Agreement, or extended in accordance with **clause 1(f)**, will end on the later of:
  - (i) the Expiry Date; and
  - (ii) the date on which all Goods have been Delivered or Services have been Completed in accordance with any Purchase Order which has been issued by the Company but only for the purpose set out in **clause 2(e)(ii)**.
- (f) The Company may extend this Agreement for the Further Term commencing on the Expiry Date or the expiry date of a previous Further Term (as applicable). The maximum number of Further Terms is set out in **Item 6** of Schedule 1.
- (g) Unless otherwise agreed by the parties in writing, an extension under **clause 1(f)** is to be on the same terms and conditions as this Agreement, except for the Expiry Date which is to be amended to reflect the date upon which the further term expires.

### 2 Purchase Orders

- (a) During the Term, the Company may issue Purchase Order(s) to the Supplier. Upon receipt of a Purchase Order by the Supplier, the Purchase Order will form part of this Agreement and the Supplier must supply the Goods or Services, in accordance with this Agreement, including the Purchase Order.
- (b) Prior to issuing a Purchase Order for Services, the Company may make a request to the Supplier to perform services (**Request**). If the Company makes a Request, the Supplier must, within 5 Business Days of receipt of the Request (or such other time specified in the Request or agreed between the parties), confirm its availability to complete the services in accordance with the Request and, if required, provide the Company with a firm price to perform the services requested and provide any other information the Company has requested. If the information provided to the Company by the Supplier under this **clause 2(b)** is acceptable to the Company, the Company may then issue a completed Purchase Order with respect to the Request.
- (c) Any attempt by the Company to obtain Goods or Services from the Supplier under this Agreement other than by issuing a Purchase

Order does not constitute an order for those Goods or Services, and the Company is not liable to pay the Supplier for any such Goods or Services unless and until a Purchase Order is issued in accordance with this Agreement.

- (d) The Company must not issue, and the Supplier must not accept, any new Purchase Order after the end of the Term.
- (e) If the Company has issued a Purchase Order prior to the end of the Term, but the Supplier has not fulfilled its obligations in respect of that Purchase Order, then:
  - (i) the Purchase Order will continue in accordance with its terms and the terms of this Agreement, until each party has fulfilled its obligations in respect of the Purchase Order; and
  - (ii) the Term is extended solely for the purpose of allowing Delivery of the Goods or Completion of the Services (as the case may be) under the Purchase Order, but the Company must not issue, and the Supplier must not accept, any new Purchase Order under this Agreement after the expiry of the unextended Term.

### 3 Provision of Goods or Services

- (a) The Supplier and its Personnel must, in providing the Goods or Services, use its best endeavours not to interfere with any of the Company's activities or the activities of any Separate Contractor and ensure that the Company's Site is left secure, clean, orderly and fit for immediate use.
- (b) The Supplier and its Personnel must obtain and maintain (at their own expense) any authorisations, licences, permits or consents necessary for providing the Goods or Services and satisfaction of its obligations under this Agreement.
- (c) The Supplier represents and warrants on a continuing basis that:
  - (i) the Goods will:
    - (A) comply with any relevant legislation, standards and industry best practices;
    - (B) conform to the description, data, drawings, plans, specifications, and performance or operation criteria (as applicable) contained or referred to in the Agreement (or in any Purchase Order), and any samples which have been provided by or on behalf of the Supplier;
    - (C) be supplied with copies of all material safety data sheets for dangerous goods;
    - (D) be free from any defect in design, workmanship and makeup;
    - (E) be fit for the purpose stated in or otherwise reasonably inferred from the Agreement;
    - (F) not infringe or contribute to the infringement of any intellectual property rights.
    - (G) be properly and suitably labelled, and packaged for transportation, loading and unloading, including in compliance with any requirements of the Company;
    - (H) at Delivery, will be new and of merchantable quality; and
    - (I) be properly and suitably labelled, and packaged for transportation, loading and unloading (including at the Delivery Point), including in compliance with any requirements of the Company;
  - (ii) the Services will:
    - (A) be performed in accordance with any relevant legislation, standards and industry best practices;
    - (B) be performed in accordance with description, data, drawings, plans, specifications, and performance or operation criteria (as applicable) contained or

- referred to in the Agreement (or in any Purchase Order);
- (C) upon Completion, be free from any defect in design, workmanship and makeup;
- (D) be performed with due care and skill and be of high quality and workmanship;
- (E) not infringe or contribute to the infringement of any intellectual property rights;
- (F) be performed in compliance with all terms of the Supplier's (and its Personnel's) relevant authorisations, licences, permits and consents;
- (G) be performed at the place specified in the Purchase Order;
- (H) be performed by appropriately qualified, competent, skilled, experienced and professional Personnel; and
- (I) upon Completion, be fit for the purpose stated in or otherwise reasonably inferred from the Agreement (or any Purchase Order);
- (iii) any information supplied by the Supplier or its Personnel relating to this Agreement, or the Goods or Services, is true and correct; and
- (iv) it has all rights title, licences, interests and property necessary to lawfully supply the Goods and perform the Services.
- (d) Unless the Agreement specifies otherwise, the Supplier must supply, at its own expense, all labour, plant, equipment, tools, appliances or other property and items the Supplier requires to fulfil its obligations under the Agreement.
- (e) Any plant, equipment, tools, appliances or other property and items that the Company provides to the Supplier are used at its own risk and remain the property of the Company and must only be used for the purposes of fulfilling the Supplier's obligations under this Agreement.
- (f) If the Company or any of its Personnel signs a docket or other document required by the Supplier to acknowledge performance, acceptance or Delivery of any Goods or Completion of any Services, the Company will not be taken to have accepted the Goods or Services as being in accordance with this Agreement (whether as to quality or quantity). This applies notwithstanding any terms and conditions appearing on any such docket or document.

#### 4 Inspection and rejection of Goods

- (a) The Company must have a reasonable time to inspect the Goods after Delivery. The Company may inspect or witness tests on the Goods or their results at any time. If on inspection or testing the Company reasonably believes there is a defect, error or omission in any of the Goods, the Company may (as applicable):
  - (i) reject those Goods by returning them to the Supplier; or
  - (ii) require the Supplier to repair, rectify or resupply those Goods at its cost (including the cost of transport).
- (b) To the extent that the Company rejects all or any Goods under this clause:
  - (i) the Supplier's obligation to supply those Goods will be treated as not being satisfied;
  - (ii) notwithstanding clause 6, title and risk in the rejected Goods will remain with, or revert to, the Supplier as applicable;
  - (iii) any monies paid by the Company to the Supplier in respect of rejected Goods prior to their being rejected must be repaid immediately; and
  - (iv) the Supplier must reimburse the Company when requested for any expenses the Company incurs in returning or repairing defective Goods.

- (c) If, at any time during the Warranty Period, the Company becomes aware that there is a defect, error or omission in any of the Goods or that any of the Goods do not comply with this Agreement (including any warranty given under this Agreement) (**Goods Defect**), and the Company notifies the Supplier of any Goods Defect within this period, the Supplier must at its own cost immediately rectify any Goods Defect so that the relevant Goods comply with the requirements of this Agreement. If the Supplier fails to comply with a direction by the Company under this **clause 4(c)**, the Company may rectify any Goods Defect (or have the rectification work performed by others) and recover all costs and expenses incurred as a debt from the Supplier.

#### 5 Defects in Services

- (a) Nothing in this **clause 5**, prejudices any other right which the Company may have against the Supplier arising out of the failure of the Supplier to perform the Services in accordance with this Agreement.
- (b) At any time prior to the expiry of the Defects Liability Period, the Company may direct the Supplier to rectify any Services Defect and set the date for rectification.
- (c) If the Supplier fails to remedy a Services Defect which is the subject of a direction under this **clause 5** by the time required in that direction:
  - (i) the Company may remedy the Services Defect at the sole risk and expense of the Supplier, without prejudice to any other rights the Company may have against the Supplier in respect of the Services Defect; and
  - (ii) the costs of the rectification work incurred by the Supplier will be a debt due on demand from the Supplier to the Company.
- (d) All remedial work undertaken under **clause 5(b)** or **5(c)** will be subject to the provisions of this Agreement and will have its own separate Defects Liability Period, equal to the initial Defects Liability Period commencing from the completion of the remedial work.

#### 6 Title and risk

- (a) Risk in the Goods passes to the Company when the Goods are Delivered to the Delivery Point.
- (b) Title in the Goods passes to the Company on the earlier of risk passing to the Company and payment of the Price.
- (c) The Supplier warrants that immediately prior to Delivery of the Goods, it has complete ownership of the Goods free of any Security Interest and will provide the Goods to the Company on that basis and the Company will be entitled to clear, complete and quiet possession of the Goods.
- (d) The Supplier hereby waives any Security Interest it may have over the Goods which are Delivered to the Company pursuant to this Agreement.

#### 7 Price, invoicing and payment

- (a) In this **clause 7**, terms or expressions which have a defined meaning in the GST Act have the same meaning given in the GST Act. The GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.
- (b) Subject to the Supplier's performance of its obligations under this Agreement, the Company must pay the Supplier the Price in accordance with this Agreement.
- (c) The Price is inclusive of all duties and taxes (except GST) and costs incurred by the Supplier and its Personnel in providing the Goods or Services including all charges for packaging, packing, insurance, Delivery and unloading or loading of the Goods at the Delivery Point (as applicable and if specified to be the Supplier's responsibility in Schedule 2) and the cost of any items used or supplied in conjunction with the Services. The Price is fixed and will

- not be subject to variation for rise and fall, exchange rate variations or any other variation.
- (d) The Supplier must submit tax invoices to the Company no earlier than (as applicable):
- (i) upon Delivery and acceptance of the Goods as set out in **clause 4**, unless the Company has agreed to make a partial or full upfront payment in which case the invoice should reflect the amount agreed to be paid upfront;
  - (ii) on Completion of the Services, unless the Agreement states that progress payments are to be made; and
  - (iii) where the Agreement specifies that progress payments will be made for the provision of Services, at the times and for the amounts stated in the Agreement.
- (e) The tax invoice must be in a form acceptable to the Company and must contain the following information:
- (i) the agreement number or Purchase Order number;
  - (ii) a brief description of the Goods or Services supplied;
  - (iii) the Price relating to the Goods and/or Services, broken down to reflect the Price components in the Purchase Order or this Agreement;
  - (iv) any further information stipulated in the GST Act or any other applicable tax legislation, or by the Company, so that the Company will receive the benefit of any tax credit or refund in relation to the supply of the Goods and/or Services; and
  - (v) such other accurate verification documentation as may be requested by the Company.
- (f) Subject to the Supplier complying with this **clause 7**, the Company will pay all invoices rendered to the Company by the Supplier under this **clause 7** within 60 days from the end of the month of receipt of that invoice, except where the Company disputes the invoice. If the Company proposes to pay an amount less than that claimed in the invoice submitted by the Supplier, on or before the due date for payment the Company will advise the Supplier of the amount (if any) which the Company believes to be then payable, and which the Company proposes to pay to the Supplier. The Supplier must then provide an adjustment notice or revised valid tax invoice
- (g) If the Company disputes any amount claimed by the Supplier to be due and payable, the Company will pay the undisputed part of the invoice (if any) and withhold the balance pending resolution of the dispute. If the resolution of the dispute determines that the Company must pay an amount to the Supplier, the Company will pay that amount upon resolution of the dispute.
- (h) Where a Price is calculated on a 'cost plus', 'schedule of rates' or 'per day' basis, the Company may audit the Supplier's records to determine if the Price has been correctly calculated at any time within 12 months after submission of the relevant tax invoice.
- (i) If any supply made under this Agreement is or becomes subject to GST, the party to whom the supply is made must pay to the party making the supply in addition to any consideration payable an additional amount on account of GST. If any party is required to reimburse or indemnify the other party for a cost, expense or liability (**Cost**) incurred by the other party, the amount of that Cost for the purpose of this Agreement is the amount of the Cost incurred less the amount of any credit or refund of GST to which the party incurring the Cost is entitled to claim.
- (j) If the Company is entitled to an exemption or concession concerning any tax or import duty or import tariff with respect to the Goods or Services, the Supplier must apply for that concession or exemption and as far as possible promptly pass on to us the benefit of that concession or exemption.
- (k) No interest will be payable by the Company in respect of any invoice rendered to the Company by the Supplier under this **clause 7** which remains due and payable and unpaid.
- (l) The Company may withhold, retain or set off from any payment due to the Supplier under this Agreement any or all monies due, or becoming due, to the Company by the Supplier and any amounts the Company deems necessary to protect it against any costs, charges, expenses or damages for which the Supplier may be liable to us in connection with this Agreement or otherwise.
- (m) All payments by the Company will be on account only and will not be an admission that the Goods or Services comply with this Agreement.
- (n) Unless otherwise agreed, any money payable to the Supplier is to be paid in Australian Dollars.
- ## 8 Time
- (a) With respect to the Supplier's performance of the Services, the Supplier must:
- (i) proceed with all Services under a Purchase Order with due expedition and without delay and in accordance with the requirements stated in the Purchase Order; and
  - (ii) Complete the Services by the Delivery Date.
- (b) The Supplier must Deliver the Goods to the Delivery Point by the Delivery Date.
- (c) The Company is not obliged to accept early Completion of the Services or Delivery of the Goods prior to the Delivery Date unless agreed in writing.
- (d) The Supplier must notify the Company immediately upon the Supplier becoming aware or having reasonable grounds to believe that it will not be able to:
- (i) Deliver the Goods to the Delivery Point by the Delivery Date; or
  - (ii) Complete the Services by the Delivery Date.
- (e) The Delivery Date may be extended where the Supplier is delayed in providing the Goods or Services by an act, omission or default of the Company (or its agents or employees), or for the Company's sole convenience. The period of an extension to the Delivery Date will be determined by the Company in its sole discretion.
- ## 9 Insurance
- (a) The Supplier must take out and maintain, and must ensure that its subcontractors take out and maintain, at the Supplier and its subcontractors' own cost the following insurance policies:
- (i) public and products liability insurance with a minimum cover of the amount set out in **Item 11** of Schedule 1;
  - (ii) workers compensation insurance covering liability arising out of death of or injury to persons employed (or deemed to be employed) by the Supplier in connection with the Supplier's performance of their obligations under this Agreement (including statutory and common law liability). The workers compensation insurance policy must:
    - (A) comply with all statutory requirements including providing compulsory statutory workers compensation benefits;
    - (B) provide statutory and common law liability to a limit of not less than the value set out in **Item 12** of Schedule 1 in relation to any one occurrence and unlimited as to the number of occurrences;
    - (C) include a principal's indemnity extension for both statutory benefits and common law, in favour of the Company; and

- (D) include a waiver of subrogation in favour of the Company.
  - (iii) insurance which covers the Goods for not less than the value set out in **Item 13** of Schedule 1, which insurance must be maintained until the Goods are accepted by the Company and title is transferred to the Company;
  - (iv) if the provision of the Goods and Services requires the Supplier to:
    - (A) provide or use plant and equipment – plant and equipment insurance for an amount not less than the value set out in **Item 14** of Schedule 1;
    - (B) transport Goods – goods in transit insurance for not less than the value set out in **Item 15** of Schedule 1 and against all loss or damage;
    - (C) use motor vehicles or other road registered plant on the Company's Site– motor vehicle insurance with a minimum cover of the sum stated in **Item 16** of Schedule 1 per claim and unlimited as to the number of claims; or
    - (D) provide directly or indirectly professional services – professional indemnity insurance with a minimum cover of the sum stated in **Item 17** of Schedule 1 per claim and unlimited as to the number of claims;
  - (v) any other insurances required by Law.
  - (b) Each insurance policy which the Supplier is required under this Agreement to take out and maintain (except the professional indemnity insurance policy required under **clause 9(a)(iv)(D)**) must include:
    - (i) an extension to indemnify the Company as principal; and
    - (ii) a waiver of subrogation in favour of the Company, their related entities and employees.
  - (c) The insurance policies required to be maintained under this clause 9 must be maintained until the end of the Term, except in the case of professional indemnity insurance which must be maintained for a further period of 7 years.
  - (d) Before commencing the provision of Goods or Services (and at any other time upon request by the Company), the Supplier must provide the Company certificates of currency for any insurances required to be held by the Supplier or its Personnel under this Agreement. All costs incurred by the Company as a consequence of the Supplier or its Personnel not maintaining such insurances will be a debt due from the Supplier to the Company.
- (c) The Supplier will indemnify the Company against all claims in regard to wages that may become due and payable to the Supplier's employees and the employees of its subcontractors and all claims of its subcontractors and contractors of goods, labour or services provided in connection with the performance of this Agreement.
  - (d) The Supplier releases the Company and its Personnel, from any liability or obligation to the Supplier (or any person claiming through or on behalf of the Supplier) in respect of:
    - (i) physical loss of or damage to any real or personal property;
    - (ii) personal injury, disease or illness to, or death of, persons; or
    - (iii) financial loss or expense,
 arising out of the supply of the Goods or Services and the performance of its other obligations under this Agreement.
  - (e) The release by the Supplier under **clause 11(d)** does not apply to the extent that a negligent act or omission of the Company or its Personnel or a breach of their obligations under this Agreement has contributed to the loss, damage, injury, disease, illness, death or other liability.
  - (f) Neither party is liable to the other party for any loss of use, loss of revenue, loss of profit, loss of product or production, business interruption, loss of business opportunity, loss of savings, loss of use of capital or loss of goodwill arising out of or in connection with this Agreement except in relation to:
    - (i) any failure by the Supplier to Deliver the Goods or Complete the Services by the Delivery Date;
    - (ii) any liability in respect of death or injury to persons or damage to property;
    - (iii) loss or liability to the extent that the Supplier is indemnified for the liability under any policy of insurance that it is required to maintain under this Agreement or would have been indemnified if it had complied with its obligations under this Agreement and the insurance policies;
    - (iv) breach of **clause 17** and **19**;
    - (v) liability for wilful misconduct in breach of this Agreement which has substantial harmful consequences for the other party (including an intentional unlawful abandonment of this Agreement); or
    - (vi) conduct which is so grossly careless that it amounts to a reckless disregard for the harmful, foreseeable and avoidable consequences which may result from it.
  - (g) Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this Agreement.

## 10 Personnel

The Supplier must:

- (a) ensure that all Personnel engaged to perform the Services hold the necessary licences, permits, endorsements or other certificates required by Law to carry out those Services;
- (b) ensure that any Key Personnel specified in a Purchase Order are engaged to perform any Services; and
- (c) not remove, replace or fail to engage the Key Personnel in accordance with **clause 10(b)**, without the Company's prior written approval.

## 11 Liability and indemnities

- (a) The Supplier and its Personnel enter the Delivery Point and the Company's Site at the Supplier and its Personnel's own risk.
- (b) The Supplier is liable for and must indemnify the Company and keep it indemnified from and against any liability and any loss or damage of any kind whatsoever arising out of or in connection with any negligent act, wrongful act or omission or breach of this Agreement by the Supplier or its Personnel.

## 12 Assignment and subcontracting

- (a) The Supplier may not assign all or any part of its rights or transfer its obligations under this Agreement without the Company's prior written consent.
- (b) The Company may assign all or any part of its rights or transfer its obligations under this Agreement without the Supplier's prior written consent.
- (c) The Supplier must not subcontract all or any part of its obligations under this Agreement without the Company's prior written consent.
- (d) The Supplier's obligations under this Agreement are not lessened or otherwise affected by subcontracting the performance of all or any of its obligations. The Supplier will be liable to the Company for all acts or omissions of its Personnel (and their subcontractors, consultants, suppliers, employees, agents and other persons engaged by them) as if they were the acts or omissions of the Supplier.

- (e) The Supplier must ensure that its Personnel comply with this Agreement as if they were parties to it and the Supplier is liable for any acts, omissions and breaches of this Agreement by its Personnel as if those acts, omissions or breaches are those of the Supplier.
- (f) The Supplier must, at all times, have an appointed Supplier's Representative for this Agreement who must:
  - (i) at all times have authority to act on behalf of the Supplier in respect of this Agreement and any Purchase Order; and
  - (ii) be approved by the Company.

The Supplier hereby appoints the person named in **Item 8** of Schedule 1 as the Supplier's Representative. The Supplier must ensure that the Supplier's Representative is not replaced without the prior written approval of the Company.

### 13 Suspension of a Purchase Order

- (a) To the extent permitted by law, the Company may at any time and for any reason, suspend performance of any Purchase Order by giving the Supplier notice. If the Supplier receives a notice of suspension from the Company, the Supplier must immediately suspend performance of the relevant obligations until such time as the Company directs the Supplier to resume performance of those obligations by notice in writing. Upon receipt of such notice, the Supplier will immediately recommence performance of its obligations in accordance with the notice. The Supplier will be entitled to payment of any additional direct costs which are unavoidably incurred as evidenced by supporting documents as a result of the suspension, provided that the suspension was not necessary because of an act, default or omission of the Supplier.

### 14 Cancellation of a Purchase Order

- (a) The Company may cancel any Purchase Order for any reason by providing written notice to the Supplier.
- (b) If the Company cancels a Purchase Order, subject to any rights of set off or deduction which the Company may have, the Company's only obligation will be to pay the Supplier for the direct costs and liabilities which have been unavoidably incurred by the Supplier as a result of compliance with the Purchase Order prior to the date of cancellation (as evidenced by supporting documentation) (less any amounts that have been previously paid in accordance with **clause 7**) and all claims by the Supplier for loss of profit, loss of revenue or loss of opportunity or contract in relation to such cancellation are hereby excluded however so arising.
- (c) The Supplier is not entitled to any unpaid portion of the Price for the Goods or Services which are the subject of the cancelled Purchase Order or to any other compensation for the cancelled Purchase Order other than under this **clause 14**. This is the Supplier's sole and exclusive remedy for cancellation of a Purchase Order.

### 15 Termination

- (a) The Company may immediately terminate this Agreement or cancel any Purchase Order by notice in writing to the Supplier if:
  - (i) the Supplier becomes insolvent, bankrupt or is convicted of a criminal offence;
  - (ii) the Supplier or its Personnel breach any obligation under this Agreement which is unable to be remedied or, if it is able to be remedied, is not remedied within 14 days of the Company giving the Supplier notice to do so; or
  - (iii) in the Company's reasonable opinion, the Supplier or its Personnel have engaged in any unsafe work practices or activities which do not comply with any Environmental Law or Safety Law,

in which case the Company will not be obliged to make any payment to the Supplier for Goods that have not yet been

Delivered or Services which have not yet been Completed, and any payment already made to the Supplier under this Agreement with respect to those Goods not yet Delivered or Services not yet Completed must be immediately repaid to the Company in full.

- (b) The Supplier may terminate this Agreement or cancel any Purchase Order if:
  - (i) the Company does not pay the Supplier any undisputed money due and owing to it under this Agreement; and
  - (ii) the Company does not pay that money within a further period of 20 business days after the Supplier serves written notice on the Company requiring payment.
- (c) All Purchase Orders will automatically terminate if this Agreement is terminated unless the notice of termination specifies otherwise.
- (d) If this Agreement or a Purchase Order is terminated under **clause 15(a)** or **15(b)**, the respective rights and liabilities of the parties will be the same as they would be at common law if the defaulting party had wrongfully repudiated this Agreement and the other party elected to treat this Agreement as at an end and recover damages.
- (e) Unless expressly stated otherwise, termination of this Agreement or cancellation of a Purchase Order for any reason does not affect the rights or obligations of a party which have accrued prior to termination.

### 16 Site

- (a) Subject to the compliance by the Supplier with the terms of the Agreement, the Company will give the Supplier access to the Company's Site as and when reasonably required to enable the Supplier to Deliver the Goods or Complete the Services.
- (b) The Supplier acknowledges and agrees that:
  - (i) the Company remains in possession of the Site at all times;
  - (ii) the Company retains overriding control of the Site; and
  - (iii) it will not be given exclusive access to the Site and may be required to share the Site with others.
- (c) The Supplier must ensure that it does not hinder in any way the safe access to any area within the Site of any person.
- (d) The Supplier must:
  - (i) co-operate with any Separate Contractors;
  - (ii) co-ordinate its work with Separate Contractors' work to minimise any delays;
  - (iii) not unreasonably obstruct, delay or interfere with Separate Contractors' work; and
  - (iv) comply with all written directions from the Company regarding Separate Contractors and their work.
- (e) The Supplier is not entitled to any compensation or an extension of time resulting from:
  - (i) delay or disruption caused by any Separate Contractor or their work; or
  - (ii) a direction under **clause 16(d)(iv)**.
- (f) While at the Company's Site, the Supplier and its Personnel must comply with the Company's site rules, security requirements and safety management plan, which are incorporated by reference into this Agreement.
- (g) While at the Company's Site, the Supplier and its Personnel must comply with all of the Company's Policies, rules, procedures, requirements and directions (as notified by the Company or the Company's Personnel), including in respect of safety.
- (h) The Supplier is responsible for the distribution of the Policies, site rules and safety management plan to its Personnel.

(i) The Company may amend its Policies, safety management plan or site rules at any time. The Supplier must comply with such amendments from the time that notice of the amendments are provided to the Supplier.

(j) The Supplier will be responsible for providing its Personnel with all necessary safety equipment and clothing at no cost to the Company. All Personnel are required to wear appropriate safety protection in accordance with the Company's Policies, site rules and safety management plan.

## 17 Safety and environment

(a) The Supplier is responsible for the occupational health and safety at all times of its Personnel (including the employees and other personnel of any subcontractors engaged by the Supplier).

(b) The Supplier is responsible for the occupational health and safety at all times of the Company's Personnel (including the employees and other personnel of any subcontractors engaged by the Company), who are working or attending at any working environment or premises under the Supplier's control in connection with the Agreement or any part of the Services under the Agreement.

(c) The Supplier must:

- (i) ensure that in carrying out its obligations under the Agreement it complies with all Safety Law and Environmental Law;
- (ii) ensure that all of the Supplier's Personnel, and all agents, employees or contractors of any subcontractor, comply with all Safety Law and Environmental Law;
- (iii) keep the Company fully and regularly informed of all safety and environment matters arising out of, or in any way in connection with, the Agreement;
- (iv) ensure that all work, plant, equipment and other items used in the carrying out of the Services under the Agreement are maintained in a safe and working order;
- (v) ensure that its Personnel promptly obey all directions and instructions of the Company (which notwithstanding any other provision of this Agreement to the contrary, may be given orally) relating to the safety of persons or property, or to the proper compliance with Safety Law and Environmental Law; and
- (vi) ensure that all Services under the Agreement are performed in a safe manner including:
  - (A) erecting and maintaining, as required by existing conditions and the progress of Services under the Agreement, all safeguards necessary for safety and protection (including barriers, fences and railings); and
  - (B) posting danger signs and other warnings against hazards and notifying the Company and others of any dangerous or hazardous conditions arising out of the carrying out of the Services under the Agreement.

(d) If the Supplier fails to comply with an obligation under Safety Law or Environmental Law or this **clause 17**, the Company may perform or have performed the obligations on the Company's behalf and the costs and expenses incurred by the Company are recoverable from the Supplier as a debt due to the Company.

(e) To the maximum extent permitted by law, and without limiting any other indemnity by the Supplier, the Supplier indemnifies the Company against any and all suits, actions, proceedings, claims, demands, losses, damages, liabilities, costs and expenses of whatsoever nature (including legal costs on a full indemnity basis) which the Company may suffer or incur or have brought against it, or which may be imposed under or may arise out of enforcement of any section of any Safety Law or Environmental Law, arising out of or in any way in connection with any failure by the Supplier to

comply with any Safety Law or Environmental Law or any breach by the Supplier of its obligations under this **clause 17**.

## 18 Intellectual property

(a) The Supplier hereby grants to the Company a non-exclusive, irrevocable, perpetual, royalty free licence to use, modify, adapt or sublicense any intellectual property in the Goods, Services or documentation provided by the Supplier under this Agreement. The Company's licence survives termination of this Agreement. The Company may assign or sublicense the rights granted by the licence to any third party without the consent of the Supplier.

(b) The Supplier must do all things necessary to give full effect to the rights and obligations contained in this **clause 18**.

(c) The Supplier warrants that provision of the Goods and Services will not infringe the intellectual property rights of any third party and that it has all intellectual property consents, licences and rights necessary to perform its obligations under this Agreement.

## 19 Confidentiality

(a) Except to the extent necessary to comply with its obligations under this Agreement, the Supplier and its Personnel must not disclose to any person any information (including the existence of or terms of this Agreement) owned or relating to the Company, its business or its Personnel or customers without the written consent of the Company except to the extent required by a Court order or the rules of any securities exchange.

(b) The Supplier must not advertise or issue any information, publication, document or article for publication or media releases or other publicity relating to the Goods or Services provided in accordance with this Agreement, or the Company's business without the prior written approval of the Company.

(c) The obligations in this **clause 19** survive termination of this Agreement.

## 20 Dispute resolution

(a) Subject to **clause 20(b)**, any dispute arising in relation to this Agreement (**Dispute**) must be determined in accordance with this **clause 20**.

(b) **Clause 20(a)** does not prevent either party from applying to the Supreme Court of Western Australia for urgent injunctive relief in relation to this Agreement.

(c) If a party alleges a Dispute has arisen it must give notice of that fact to the other party (**Dispute Notice**).

(d) Within ten business days of service of a Dispute Notice, the Company's Representative and the Supplier's Representative must meet and, confidentially and in good faith, attempt to resolve the Dispute. If the Dispute is not resolved within ten business days of the last date for the meeting of delegates under this clause, the matter will be and is hereby referred to confidential arbitration.

(e) The seat of the arbitration will be Perth, Western Australia and the arbitration is to take place in Perth before one arbitrator. The arbitrator will be nominated by the President of the Resolution Institute, Australia and their successors upon the application of either party. The arbitration will be conducted in accordance with the Resolution Institute Arbitration Rules (as amended by the Resolution Institute from time to time).

(f) To the extent permitted by law, the parties agree that:

(i) the powers conferred and restrictions imposed on a court by Part 1F of the Civil Liability Act 2002 (WA) are not conferred or imposed on the arbitrators appointed under this **clause 20**; and

(ii) any such arbitrators will have no power to make an order or award in respect of a Dispute by applying or considering the provisions of Part 1F of the Civil Liability Act 2002 (WA) (or any equivalent statutory provisions in any other state or

territory) which might, in the absence of this clause 20, have applied to any Dispute referred to arbitration.

- (g) This **clause 20** survives termination or expiry of this Agreement.

## 21 Company supplied flights and accommodation

Where the Services require the Supplier's Personnel to stay on the Site, the Site accommodation provisions in Schedule 6 will apply.

## 22 PPSA

- (a) Terms in this clause have the same meaning as in the PPSA unless the context indicates otherwise.
- (b) The Supplier must not create a Security Interest, or allow a Security Interest to subsist over this Agreement or any part of the Goods without the Company's prior written consent.
- (c) If a Security Interest arises in respect of the Goods, whether in breach of **clause 22(b)** or not, the Supplier must not, and must ensure that its Personnel or any other persons who are entitled to enforce the Security Interest do not, take steps to enforce any rights under that Security Interest unless:
- (i) the Company has failed to make a payment in accordance with **clause 7** and at least 45 days has elapsed since the due date for payment;
  - (ii) the Supplier has given notice of its intention to exercise its right under the Security Interest;
  - (iii) the Company has not, within 10 Business Days after receipt of the notice referred to in **clause 22(c)(ii)**, paid the amount due by the Company to the Supplier; and
  - (iv) the Supplier has complied with all of the Company's requirements to enter the Company's Site or premises, including all safety and site induction requirements.

## 23 General

- (a) In performing this Agreement, the Supplier and its Personnel must comply with all applicable laws and the terms of any applicable licences or permits.
- (b) This Agreement supersedes all other communications and negotiations (whether oral or written) between the Supplier and the Company in relation to the Goods and Services and constitutes the entire agreement between the Supplier and the Company in respect of those Goods and Services. This Agreement applies to the exclusion of any terms and conditions appearing on or forming part of the Supplier's dockets, invoices or other documentation;
- (c) Unless expressly stated otherwise, where a right or remedy is conferred on the Company under this Agreement, that right or remedy is in addition to, and not in substitution of, any other right or remedy conferred on the Company under this Agreement or according to law.
- (d) This Agreement is governed by the laws of Western Australia.
- (e) Where this Agreement allows the Company a discretion as to whether to do or not do any act, matter or thing of any kind, or confers on the Company a power or determination or right of opinion, approval, consent or the like, that discretion, power or right is absolute, unless the Agreement expressly states otherwise, and the Company is not obliged to give its reasons.
- (f) Each party will bear its own costs in relation to the negotiation, preparation and execution of this Agreement and any further documentation required.
- (g) No variation of this Agreement is effective unless made in writing and signed by each party.
- (h) No waiver of a right or remedy under this Agreement is effective unless it is in writing and signed by the party granting it. A single or partial waiver or exercise of a right or remedy under this Agreement does not prevent a further exercise of that or of any

other right or remedy. Failure to exercise or delay in exercising a right or remedy under this Agreement does not operate as a waiver or prevent further exercise of that or any other right or remedy.

- (i) Any provision of this Agreement which is void or unenforceable is to be read down or severed to the extent it is possible to do so without affecting the validity or enforceability of this Agreement. The invalidity or enforceability of one or more of the provisions of this Agreement will not invalidate, or render unenforceable, the remaining provisions of this Agreement.
- (j) Nothing in this Agreement constitutes a joint venture, agency, partnership or other fiduciary relationship between the parties. The Supplier is an independent contractor and not an employee or agent of the Company.
- (k) This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one instrument.
- (l) If the Supplier is comprised of more than one person:
- (i) the obligations of those persons as the Supplier under this Agreement are joint and several; and
  - (ii) the Company may proceed against any or all of them in respect of the Supplier's obligations in the Company's absolute discretion. The Company is not obliged to make any claim against all the persons comprising the Supplier.
- (m) To the extent that there are any special conditions included in a Schedule to this Agreement, they expressly form part of this Agreement and in the event of any inconsistency, shall take precedence over these terms and conditions.

## 24 Interpretation

- (a) In this Agreement:

**Agreement** means this document, any Schedules to this document and any Purchase Order issued by the Company pursuant to this document together with any other documents prescribed in this Agreement as forming part of this Agreement, which, in the event of any inconsistencies must be construed in that order of priority.

**Business Day** means a day other than a Saturday, Sunday or public holiday in Perth, Western Australia.

**Commencement Date** means the date specified as such in **Item 3** of Schedule 1.

**Company** means the company named in **Item 1** of Schedule 1.

**Company's Representative** means the Company's representative as described in **Item 7** of Schedule 1.

**Completion**, in respect of Services, is achieved, and Services are **Complete**, when:

- (a) all Services the subject of a Purchase Order are complete in accordance with the Purchase Order and requirements of this Agreement;
- (b) all commissioning, certification and testing required by the Agreement and the Purchase Order to be done and passed (if any) with respect to the Services, has been done and passed;
- (c) all information which is essential for the use, operation and maintenance of the Services the subject of a Purchase Order (if any) has been supplied to the Company's Representative;
- (d) any certificate or approval, which must be issued or given under Law with respect to the completion of the Services the subject of the Purchase Order has been issued or given to the Supplier and provided to the Company's Representative; and
- (e) the Supplier has removed from the Site and the surrounding area, all waste and surplus material arising from the performance of the Services under the Purchase Order.



**Defects Liability Period** means the period commencing from the date the Services are completed (as the case may be) (**Completion Date**) and expiring:

- (a) on a date, calculated as the period in **Item 9 of Schedule 1** from the Completion Date; or
- (b) if **Item 9 of Schedule 1** does not specify any period or contains words which indicate that no defects liability period will apply in relation to the Services (whether by use of the words 'not applicable', 'nil' or otherwise), after the period of twelve (12) months from the Completion Date.

**Deliver**, with respect to Goods, means:

- (a) in the case of the Delivery Point being the Supplier's premises:
  - (i) where the Supplier is responsible for loading the Goods at the Delivery Point (as specified in Schedule 2), the Goods will not be considered to have been **Delivered** and **Delivery** will not be considered to have occurred, until completion of the loading of the Goods onto the Company's means of transport at the Delivery Point; or
  - (ii) where the Company is responsible for loading the Goods at the Delivery Point (as specified in Schedule 2), the Goods will be considered to be **Delivered** and **Delivery** will be considered to have occurred when the Supplier makes available the Goods at the Delivery Point and the Company's means of transport arrives at the Delivery Point to collect the Goods.
- (b) in all other cases:
  - (i) where the Supplier is responsible for unloading the Goods at the Delivery Point (as specified in Schedule 2), the Goods will not be considered to have been **Delivered** and **Delivery** will not be considered to have occurred, until completion of the unloading of the Goods at the Delivery Point; or
  - (ii) where the Company is responsible for unloading the Goods at the Delivery Point (as specified in Schedule 2), the Goods will be considered **Delivered** and **Delivery** will be considered to have occurred when the Supplier delivers the Goods to the Delivery Point.

**Delivery Date** means the date referenced as 'Required By' in a Purchase Order (which in the case of Goods must not be less than the minimum lead time, as stated in Schedule 2, from the date of the issue of the Purchase Order) or if no date is stated, the date communicated by the Company to the Supplier as the date that:

- (a) the Goods are to be Delivered on; or
- (b) the Services are to be Completed by,

as extended by the Company under **clause 8(e)**.

**Delivery Point** means the Delivery Point for Goods as identified in Schedule 2.

**Environmental Law** means any Law regulating or otherwise relating to the environment including any Law relating to land use, planning, pollution of air, water, soil or groundwater, chemicals, waste, the use of transport, storage and handling of dangerous goods, the health or safety of any person or any other matters relating to, but not limited to, the protection of the environment, health or property, including, without limitation: the *Environmental Protection and Biodiversity Conservation Act 1999 (Cth)*, *Environmental Protection Act 1986 (WA)*, *Environmental Protection (Clearing of Native Vegetation) Regulations 2004 (WA)* and all associated guidelines, regulations and codes of practice.

**Expiry Date** means the Expiry Date identified in **Item 4** of Schedule 1.

**Further Term** means the Further Term identified in **Item 5** of Schedule 1.

**Goods** means the goods described or referred to in Schedule 2, which are ordered by the Company by issuing a Purchase Order under **clause 2**.

**Key Personnel** means the specific Personnel set out in Schedule 3 (if any) engaged by the Supplier to perform the Services.

**Law** means any act, ordinance, regulation, subordinate legislation, by-law, award and proclamation of the Commonwealth and Western Australia, and the common law and rules of equity applicable in Western Australia.

**Personnel** means the employees, agents, contractors or subcontractors of a party (but the Company's "Personnel" do not include the Supplier's "Personnel").

**Policies** means any policies, procedures or rules of the Company:

- (a) available on the Company's website;
- (b) listed or set out in Schedule 5; or
- (c) as notified by the Company to the Supplier from time to time, as updated from time to time.

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

**Price** means:

- (a) in the case of Goods, the price for the Goods set out in the relevant Purchase Order, as calculated in accordance with Schedule 2; and
- (b) in the case of Services, the price for the Services set out in the relevant Purchase Order, as calculated in accordance with **clause 2(b)** or otherwise by using the rates provided in Schedule 3.

**Purchase Order** means a purchase order issued by the Company to the Supplier for the supply of Goods or Services substantially in the form set out Schedule 4, or in such other form as notified by the Company to the Supplier from time to time.

**Safety Law** means any Law regulating or otherwise relating to health and safety, including, but not limited to:

- (a) the *Mining Act 1978 (WA)* and the *Mines Safety and Inspection Act 1994 (WA)* and regulations made thereunder (collectively "mine safety legislation"), to the extent the mine safety legislation applies to the Site or the Goods or Services under the Agreement; and
- (b) to the extent the mine safety legislation does not apply to the Site or the Goods or Services under the Agreement, the *Occupational Safety and Health Act 1984 (WA)*.

**Security Interests** means a mortgage, caveat, charge, lien, pledge, security, interest, title retention arrangement, preferential right, trust arrangement, encumbrance, contractual right of set off, any security arrangement in favour of any person or any security arrangement which is deemed to be a security interest for the purposes of the PPSA.

**Separate Contractors** means any person other than the Supplier and its subcontractors:

- (a) engaged by the Company, who carries out work at or about the Site; or
- (b) whom the Company otherwise allows to carry out work at or about the Site.

**Services** means all work and services to be performed by the Supplier as described in Schedule 3 and ordered by the Company by issuing a Purchase Order under **clause 2**.

**Services Defect** means a defect, error or omission in the Services or other non-compliance with the Agreement or Purchase Order that relates to the Services.

**Site** means the Company's Pilgangoora Lithium-Tantalum Project located approximately 120km south of Port Hedland, (or such

other site or premises the Supplier is required to enter under this Agreement that is under the control of the Company).

**Supplier** means the Supplier named in **Item 2** of Schedule 1.

**Supplier's Representative** means the person specified in **Item 8** of Schedule 1, appointed in accordance with **clause 12(f)**.

**Term** means the term of this Agreement as determined in accordance with **clause 1(e)**, as extended, if at all, in accordance with **clause 1(f)**.

**Warranty Period** means the period commencing from the date the Goods are Delivered (as the case may be) and expiring:

- (a) on a date, calculated as the period in **Item 10** of Schedule 1 from the date the Goods are Delivered; or
  - (b) if **Item 10** of Schedule 1 does not specify any period or contains words which indicate that no warranty period will apply in relation to the Goods (whether by use of the words 'not applicable', 'nil' or otherwise), after the period of twelve (12) months from the date the Goods are Delivered.
- (b) In this Agreement, unless the context requires otherwise:
- (i) a word in this Agreement that has a capitalised first letter has the meaning given to it by this Agreement;
  - (ii) the singular includes the plural and vice versa;
  - (iii) headings are for reference only and do not affect the interpretation of this Agreement;
  - (iv) a reference to any legislation includes a reference to any proclamation, order, amendments or modification made under that legislation;
  - (v) where two or more persons are named as the Supplier, then the obligations on their part will bind and be observed and performed by them jointly and severally;
  - (vi) "include", "includes" and "including" means "includes without limitation";
  - (vii) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or benefits from it;
  - (viii) a reference to:
    - (A) a person includes that person's legal personal representatives, successors, assigns;
    - (B) time is to local time in Perth, Western Australia;
    - (C) "\$" or "dollars" is a reference to Australian currency unless otherwise agreed; and
    - (D) a clause is a reference to a clause of this Agreement;
  - (ix) if the date on or by which any payment must be made or notice given under this Agreement is not a Business Day, it must be made or given on or by the next Business Day;
  - (x) where time is calculated by reference to a day or event, that day or the day of that event is excluded; and
  - (xi) a notice or other communication means a notice or communication in writing in the English language, addressed to the email or postal addresses of the recipient party.

**Executed** as a deed

**Executed by Pilgangoora Operations Pty Ltd** ACN 616  
560 395 in accordance with section 127 of the  
*Corporations Act 2001* (Cth):

.....  
Company Secretary/Director

.....  
Name of Company Secretary/Director (print)

Date: .....

.....  
Director

.....  
Name of Director (print)

Date: .....

**Executed** by [insert] ACN [INSERT] in accordance with  
section 127 of the *Corporations Act 2001* (Cth):

.....  
Company Secretary/Director

.....  
Name of Company Secretary/Director (print)

Date: .....

.....  
Director

.....  
Name of Director (print)

Date: .....

## Schedule 1 – Agreement Details

1.	Company	<b>Pilgangoora Operations Pty Ltd</b> ACN: 616 560 395 Address: Level 2, 88 Colin Street, West Perth, Perth WA 6005
2.	Supplier	<b>[Insert Supplier's Name]</b> ACN: <b>[Insert ACN details]</b> Address: <b>[Insert Address]</b>
3.	Commencement Date	<b>[insert date on which master agreement starts]</b>
4.	Expiry Date	<b>[insert date]</b>
5.	Further Term	up to <b>[insert period, such as 2 years]</b>
6.	Maximum number of Further Terms	<b>[insert number of Further Terms, such as 4]</b>
7.	Company's Representative	<b>[Insert name]</b> Address: <b>[insert address for purpose of giving Communications]</b> Email address:
8.	Supplier's Representative	<b>[Insert name]</b> Address: Email address:
9.	Services defects liability period	<b>[12 months]</b>
10.	Goods warranty period	<b>[12 months]</b>
11.	Public & Products Liability Insurance	\$50 Million dollars in relation to any one occurrence (in the aggregate with respect to products liability)
12.	Workers' Compensation Insurance	\$50 Million dollars
13.	Goods Insurance	Limit to be not less than the full replacement value of the Goods
14.	Plant and Equipment Insurance	Limit to be not less than market value of plant and equipment
15.	Goods in Transit Insurance	Limit to be not less than full replacement value of Goods
16.	Motor Vehicle Insurance	\$30 Million dollars
17.	Professional indemnity insurance	<b>[insert amount]</b>

		<i>[If required, insert amount- \$10,000,000 any one claim and \$10,000,000 in the aggregate for all claims arising from the same event]</i>
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Item Description	Supplier Part Number	Company Part Number	Unit of Measure	Currency	Unit Price	Minimum Lead Time (Days)	Delivery Point	Party responsible for loading/unloading at Delivery Point

\*[Consider whether below required]

The Goods must be appropriately packaged for indoor normal atmospheric temperature to be stored for up to [30 months] from Delivery to the delivery point and must also be in accordance with [insert Pilbara Minerals packing, marking and transport specification, if any].

Delivery dockets must contain the following information:

1. The relevant Purchase Order number;
2. The delivery docket reference number;
3. The date the Goods were ordered;
4. The date the Goods are Delivered;
5. Supplier’s details (including the name and telephone number of the packer);
6. Item description and quantity dispatched including unit of packaging such as box, pallet or other packaging unit;
7. Whether or not delivery is part only of total order;
8. Details of any items on back order;
9. The point of delivery of the Goods or if the Goods are picked up from the Supplier, details of the place of pick up;
10. Weights and Dimensions of each package;
11. Details for each type of Goods by line of special handling, packaging, loading and unloading requirements including any statutory lifting guidelines or requirements;
12. Dangerous goods classification and description and copies of related material safety data sheets for each relevant line of the delivery docket; and
13. Stored energy present indicator, if applicable.

As built drawings for each item of the Goods must be included with the Goods in a separate box or container.

**Specifications**

Document No.	Document Title
[INSERT]	[INSERT]

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## Schedule 3 – Services, Prices and Key Personnel

[1. Insert a description of the services to be performed]

[2. Insert method for calculation of rates]

[3. Specify Key Personnel that must be engaged by the Supplier to perform the Services]



# Schedule 4 – Purchase Order Form for Goods or Services



**Pilgangoora Operations Pty Ltd**  
 ABN 75 616 560 395

Level 2, 88 Colin Street  
 West Perth WA 6005  
 Phone: +61 8 6266 6266 Fax: +61 8 6266 6288

## PURCHASE ORDER

INVOICE TO  
 Accounts Payable  
 Pilgangoora Operations Pty Ltd  
 PO Box 884  
 West Perth WA 6872  
 Email: plsaccounts@pilbaraminerals.com.au

Payment will only be made on  
 invoices quoting purchase order number

**Deliver To:**  
 Pilgangoora Operations Pty Ltd  
 Wodgina Road East  
 (off Great Northern Highway)  
 Port Hedland  
 WA 6721

PO Number	Order Date	Currency
Raised By:	Authorised By:	Required By

Line No.	Item Code	Supplier Item Code	Item Description	Quantity	UOM	Unit Price Excl. GST	Total Excl. GST
1.00	xxxx	xxxx	xxxxx	1.00	EACH	000.00	000.00

Unless otherwise agreed in writing between the Company and the Supplier, this purchase order is subject to our standard terms and conditions which are located on our website at [www.pilbaraminerals.com.au](http://www.pilbaraminerals.com.au)  
**Please mark purchase order number on all packages and documentation**  
 Unless otherwise agreed in writing between the Company and the Supplier, payment terms for all invoices are net 30 days, i.e. 30 days following the end of the month in which the invoice has been submitted

<b>Total</b>	000.00
<b>GST</b>	000.00
<b>Total Inc.</b>	000.00

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## Schedule 5 – Policies

At the date of this Agreement, the Company's Policies are as follows:

[Insert details of all relevant policies and procedures]

[Insert description of how the Supplier will receive copies of the Company's policies and procedures – the Supplier **MUST** be provided copies of all relevant policies and procedures (i.e. PLS may provide copies as further Annexures to this Agreement or via email sent to Supplier's Representative or any other applicable method)]

The Company may amend or replace the policies above or introduce new policies from time to time, and those amended, replacement or new policies will be treated as part of the Company's Policies for the purposes of this Agreement.

The Supplier hereby acknowledges that it has received, read and understood and agrees to comply with the Company's Policies.

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## Schedule 6 – Camp accommodation and flights

- (a) For the purposes of this Schedule 6, Camp Accommodation means:
- (i) a reasonable standard of accommodation, breakfast, crib lunch and evening meal and all reasonable ancillary or related services including messing, servicing of the rooms, either at the accommodation camp on the Site (if applicable) or such other reasonable location determined by the Company; and
  - (ii) return flights between Perth and Port Hedland,
- but excludes all transport other than return flights between Perth and Port Hedland (including, without limitation, interstate and overseas flights) (**Other Transport**).
- (b) Subject to paragraph (c) of this schedule 6, the Company agrees to provide the Camp Accommodation free of charge to the Supplier for the Supplier's Personnel who are necessarily involved in performing the Services, provided that:
- (i) the Supplier's Personnel comply with any rules and policies and terms and conditions as the Principal may from time to time decide in relation to the Camp Accommodation, including the Principal's accommodation rules;
  - (ii) all occupants of the Company's accommodation or provided accommodation that are Supplier's personnel comply with the Company's relevant lease or occupancy documents;
  - (iii) the Company may, at the Supplier's cost, evict or refuse to accommodate any person whose conduct is, in the sole discretion of the Company, inappropriate, or whose behaviour is such as to make their continued presence undesirable; and
  - (iv) the Supplier will make good any damage to the Company supplied accommodation beyond normal wear and tear, or pay the Company for the damage caused, and the Company may claim the cost as a debt due from the Supplier to the Company.
- (c) The Company may charge the Supplier under paragraph (d) of this Schedule 6:
- (v) if the Supplier or its subcontractors book(s) any Camp Accommodation with the Company under this Schedule 6, but does not utilise the relevant service, unless the reason for the failure to utilise the service is approved in writing by the Company; and
  - (vi) for any Other Transport costs which in some way accrue to the Company.
- (d) The fees which the Company may charge under paragraph (c) of this Schedule 6, and which are recoverable from the Supplier as a debt due from the Supplier to the Company, are as follows:
- (vii) accommodation = daily rate for accommodation + messing+ transport via bus to Site at direct cost + 20%;
  - (viii) flights = cost per round trip flight from Perth/Site or vice versa at direct cost + 20%; and
  - (ix) Other Transport = direct cost + 20%.
-