

1. The Contract

This contract ("the Contract") is constituted by these terms and conditions, the Purchase Order, attached or dispatched separately, and any other terms and conditions relating to the supply relationship between the parties which are agreed by the parties and recorded in written correspondence between the parties. Except as may be specifically provided in the Purchase Order or otherwise agreed in writing between Altura and the Supplier, the terms of the Purchase Order are exclusive and any Supplier's terms and conditions in respect of the Goods or Services are excluded.

2. Definitions

In these Terms and Conditions:

"**GST**" means the tax payable on taxable supplies under the GST Law;

"**GST Law**" means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related legislation imposing such tax, and includes any subordinated legislation;

"**Goods**" means the goods specified in the Purchase Order (including any parts of the goods specified). Goods also include any goods used during the performance of any Services;

"**Altura**" means the Altura Mining Limited group company set out in the Purchase Order;

"**Purchase Order**" means the agreement between the parties consisting of the order form to which these Standard Terms and Conditions apply and all documents referred to in the order as applicable to the order;

"**Services**" means the services to be performed as specified in the Purchase Order (including any part of the specified services and the results of the specified services); and

"**Supplier**" means the person, firm or company to whom the Purchase Order is directed and who will supply the Goods or perform the Services.

3. Quality and description of Goods

The Goods must match the description in the Purchase Order.

If a sample of the Goods was provided to Altura before the Purchase Order was fulfilled, the Goods must correspond with the sample in addition to matching the description.

The Goods must comply with any relevant standard of the Standards Association of Australia and any other standard specified in the Purchase Order.

The Goods must be new and of merchantable quality, fit for purpose, free from any defects, and Altura's use of them, will not infringe upon, or contribute to the infringement of, any copyright, trade marks, patents or registered designs.

4. Quality of Services

The Services must match the description of the Services in the Purchase Order.

If the Supplier provided Altura with a demonstration of the Services before the Purchase Order was fulfilled, the Services must correspond in nature and quality with the Services demonstrated.

If the Supplier showed Altura a result to be achieved by the Services before the Purchase Order was fulfilled, the Services must correspond in quality with that result.

The Services must be performed by appropriately qualified and trained personnel with due care, skill and diligence reasonably expected of a competent supplier carrying out work similar to the Services.

The Supplier must abide by Altura's safety policies and procedures, and comply with all lawful directions and instructions given by authorised Altura personnel.

The Services must be fit for the purposes for which those types of services are commonly bought and for any other purposes which are specified in the Purchase Order.

Any items used in conjunction with the supply of the Services must be of merchantable quality, comply with any applicable standards of the Standards Association of Australia and any other standards as specified in the Purchase Order.

Services must be provided to the standard required by any applicable accreditation body and the Supplier must be accredited by the relevant accreditation body at the time that the Services are provided.

5. Delivery/Performance

When supplying the Goods to or performing the Services for Altura the Supplier must:

- (a) deliver all Goods or perform all Services at the address nominated on the Purchase Order and on the date or dates (if any) specified in the Purchase Order or to another address or date later reasonably requested in writing by Altura; and
- (b) ensure that the Goods are properly packaged and labelled in accordance with any applicable laws, regulations by-laws and standing orders relating to the packaging and labelling of the goods including all relevant occupational health and safety legislation.

At the time of delivery of Goods the Supplier must:

- (a) provide Altura with a delivery docket or packing slip (or other similar documentation) which quotes the Purchase Order number, item number, units of measure, quantity delivered and the name of the Altura representative who made the Purchase Order; and
- (b) obtain the signature of an authorised Altura employee on the delivery docket (as confirmation of delivery).

6. Quantity

If the quantity of Goods delivered is greater than that specified in the Purchase Order, Altura may return to the Supplier, or demand in writing that the Supplier collect from Altura any excess quantities at the Supplier's sole risk and expense. Such excess Goods must be collected as soon as possible after receiving Altura's demand.

7. Acceptance

- (a) Altura will not be deemed to have accepted any Goods or Services until it has had a reasonable time to inspect the Goods after delivery and to inspect and test the results of any Services after performance. Payment for the Goods and any Services or the signing of delivery documents before inspection does not constitute acceptance of the Goods or Services.
- (b) After inspection of the Goods, Altura must advise the Supplier of:
 - (i) any errors, defaults or omissions in relation to the supply of any or all of the Goods;
 - (ii) any delay in delivery; or
 - (iii) any inadequate or inappropriate packaging or labelling of any or all of the Goods,
 otherwise Altura will be deemed to have accepted the Goods.
- (c) After inspection of the performance or outcome of the Services provided, Altura must advise the Supplier of any errors or defects in the performance of the Services.
- (d) In the event Altura advises the Supplier of any circumstances as provided for in clauses 7(b) and 7(c), Altura may at its election and without limiting its other rights under the Purchase Order or at law:
 - (i) require the Supplier to re-supply any or all of those Goods or remedy a defect in the Services performed or re-do the Services at no additional cost to Altura;
 - (ii) require the Supplier to provide a credit or a refund to the value of any or all the relevant Goods or Services the subject of the Purchase Order; or
 - (iii) require the Supplier to reimburse for any expenses incurred by Altura in making good any defective Goods and any defective Services provided.
- (e) Altura will only pay for the quantity of Goods and/or Services accepted by Altura. Any goods which are rejected by Altura will be returned by Altura to the Supplier at the Supplier's risk and expense.

8. Title and Risk

Title to and risk in the Goods shall not pass to Altura until Altura has inspected and accepted the Goods in accordance with Clause 7. The Supplier warrants that full, clear and unrestricted title will be given to Altura in all Goods supplied by the Supplier, free and clear of any liens, charges and encumbrances.

9. Changes to Purchase Order

Altura may at any time, in writing, suspend performance in whole or in part or make changes to the Purchase Order. If any such change causes an increase or decrease in the cost of, or the time required for, performance, an equitable adjustment must be agreed in writing by the Supplier and Altura.

10. Price

The price of the Goods and/or Services is inclusive of all costs of production and supply to the point of delivery, including any fees, levies, taxes and duties of government agencies.

11. GST

Unless otherwise specified, the price stated in a Purchase Order is inclusive of GST.

If a Taxable Supply is made pursuant to the Purchase Order, the Supplier must give Altura a valid Tax Invoice to enable Altura to claim all relevant GST Input Tax Credits.

The terms "Taxable Supply", "Tax Invoice" and "Input Tax Credits" have the meaning given to them in the GST Law.

12. Invoicing, Payment, Set Off

Altura has no obligation to pay the Supplier any charge unless Altura receives a correctly rendered Tax Invoice from the Supplier for the relevant period:

- (a) in which the correct order number is quoted and the invoiced amount is correctly calculated and due for payment including any applicable GST; and
- (b) which has relevant, complete and accurate supporting information including, where relevant, the full details of the Goods supplied or Services provided to Altura by the Supplier in the relevant period in the form specified by Altura.

Altura will advise the Supplier of any disputed amount in any Tax Invoice within sixty (60) days of the receipt of the Tax Invoice. Where only part of the invoiced amount is disputed by Altura, Altura will pay the undisputed portion of that invoiced amount.

Unless otherwise specified, payment of the undisputed portion of the invoiced amount will be made by Altura no later than the end of the month following that month in which Altura received a correctly rendered Tax Invoice.

If the resolution of the dispute determines that Altura is to pay the disputed portion to the Supplier, Altura will pay that disputed portion to the Supplier as soon as practicable after resolution of that dispute. Invoices should be forwarded to the address shown on the Purchase Order.

Altura may set off any amount the Supplier owes Altura against any amount due for payment by Altura to the Supplier. This clause does not limit Altura's right to recover those amounts any other way.

13. Termination

Altura may terminate the whole or part of the Purchase Order by notice to the Supplier if the Supplier fails to deliver any goods or perform any Services in accordance with a Purchase Order, breaches any other material term of the Purchase Order, or if the Supplier (or a parent entity of the Supplier) becomes insolvent. Termination under this clause will not affect Altura's rights at law, in equity or otherwise in respect of the Supplier's default of its obligations, and any rights which have accrued prior to the termination date, under the Contract.

14. Warranties

The Supplier warrants to Altura that:

- (a) the Supplier is capable of supplying and will supply the Goods and perform the Services as ordered by Altura in accordance with the Purchase Order;
- (b) the Supplier will perform its obligations under the Purchase Order with due care, skill and diligence, and the Goods supplied and the Services performed will be in accordance with the specifications (if any) stated in the Contract;
- (c) it will obtain, at its cost, and assign to Altura the benefit of all usual trade warranties and any other warranties requested by Altura;
- (d) it has good and marketable title to the Goods;
- (e) it will not supply to Altura any alternative or equivalent goods to the Goods without Altura's prior written approval (which will be given in Altura's absolute discretion); and
- (f) the Supplier is the sole legal and beneficial owner of the Goods free from all mortgages, charges, encumbrances, liens and other third party rights and claims.

Nothing contained in this Purchase Order or any Supplier's terms will be deemed to exclude, restrict or modify any condition, warranty, right or remedy which applies to this Purchase Order is conferred upon Altura under any law, including without limitation, under the Trade Practices Act 1974 (Cth) or the equivalent legislation applicable in relevant State or Territory.

15. Indemnities

The Supplier is liable for and must indemnify and keep indemnified Altura, its officers, servants, employees and agents against any liability,

loss (including economic loss), claim or proceedings whatsoever arising under any statute or at common law in respect of:

- (a) any damage to property, real or personal, including any infringement of third party trademarks, patents, copyright and registered designs;
- (b) any injury to persons, including injury resulting in death;
- (c) any negligent or any wilful act or omission by the Suppliers personnel;
- (d) any defective Goods or Services or non-compliance with the any specifications or Australian Standards;
- (e) any payments due to manufacturers and suppliers; and
- (f) any breach of occupational health and safety or environmental legislation,

arising out of or in the course of or in connection with the Contract except to the extent that such damage, injury, loss, claim, liability, or proceeding is due or contributed to by any negligent act or omission of Altura or of any officer, servant, employee or agent of Altura.

16. Insurance

The Supplier must maintain all insurance policies that a reasonably prudent supplier would maintain, including, but not limited to, public liability insurance and product liability where the Supplier is a manufacturer of the Goods.

Upon request the Supplier must produce documentary evidence that the Supplier is maintaining the insurance required by this clause.

17. Confidentiality

The Supplier shall ensure that the Supplier's Personnel shall keep confidential, shall not disclose to any third party nor shall use, other than for the purposes of this Contract, without the prior written consent of Altura any data or information obtained as a consequence of the Contract (except in so far as the same may be part of the public domain) and shall take or cause to be taken such reasonable steps as may be necessary for the compliance with the above obligations, which shall survive the expiration of the Contract and shall be enforceable at any time at law or in equity. The Supplier shall not issue any public statement concerning Altura or its affairs without Altura's prior written consent.

18. Assignment and Sub-contracting

The Supplier must not, without the prior written consent of Altura assign, novate, sub-contract or otherwise transfer any of its rights or obligations under the Purchase Order or sub-contract any part of the performance of the Purchase Order.

19. Other Matters

- (a) Any plans, drawings, designs and specifications supplied to the Supplier in pursuance of this Contract remain the property of Altura and must not be copied.
- (b) This Contract shall be governed by the laws of the State in Australia in which the Goods are ordered and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that State or Territory and the courts of appeal from them.
- (c) This Contract may be varied by Altura at any time by giving the Supplier written notice.
- (d) No waiver by Altura regarding a breach of any obligation contained or implied in this Contract operates as a waiver or another breach of the same or of any other obligation contained or implied in the Contract.
- (e) Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of the Contract. It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this Contract.