

## STANDARD PURCHASE ORDER CONDITIONS

### 1. DEFINITIONS

In these Conditions of Purchase Order ("**Conditions**"), unless the context requires otherwise:-

<b>Approval</b>	means any approval, authorisation, code of conduct, government policy, consent, exemption, filing, licence, notarisation, permit, registration, waiver and conditions attaching to any of them (as applicable) by any Authority, and includes any renewal of, or variation to, any of them.
<b>Authority</b>	means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.
<b>Background IP</b>	means the intellectual property rights of the Company or Supplier (as applicable) which are in existence prior to the date of the Purchase Order, or which come into existence after the date of the Purchase Order otherwise than in connection with the Contract.
<b>Business Day</b>	means a day which is not a Saturday, Sunday or public holiday in South Australia.
<b>Company</b>	means: Cooper Energy Limited ABN 93 096 170 295 of Level 8, 70 Franklin Street, Adelaide, South Australia, 5000 (unless otherwise specified in the Purchase Order).
<b>Company Group</b>	means the Company and the Participants and their Related Bodies Corporate, and its and their officers, employees, agents and subcontractors and their respective employees and agents (excluding Supplier and Supplier's Personnel).
<b>Completion Date</b>	means the date (and time, if applicable) specified in the Purchase Order as the "Date Required" or "Date for Completion" (or equivalent) by which the Services are to be performed by the Supplier (time being of the essence) or if no date is specified, within a reasonable time having regard to normal commercial practice.
<b>Delivery Date</b>	means the date (and time, if applicable) specified in the Purchase Order as the "Delivery Date" or "Date for Completion" (or equivalent) by which the Goods or Rental Items are to be delivered to the Company by the Supplier (time being of the essence) or if no date is specified, within a reasonable time having regard to normal commercial practice.
<b>GST</b>	means the goods and services tax imposed under the <i>A New Tax System (Goods &amp; Services Tax) Act 1999</i> . Words defined in that Act have the same meaning in these Conditions.
<b>Goods</b>	means the goods (if any) specified in the Purchase Order.
<b>HSEC Conditions</b>	means the Company's Health, Safety & Environmental ( <b>HSE</b> ) conditions for the Contract as per the attached Schedule.
<b>Laws</b>	includes, from time to time, all applicable present and future legislation, ordinances, regulations, by-laws, local laws, orders and proclamations, Approvals, principles of law or equity, standards, codes and guidelines, directions or notices issued by any Authority, and fees, rates, taxes, levies and charges payable in respect of the foregoing, each as amended from time to time.
<b>Lease Expiry Date</b>	means the date on which the lease of the Rental Items expires as specified in the Purchase Order, or any new or revised Purchase Order issued under clause 6.4.
<b>Modern Slavery</b>	has the same meaning as it has in the <i>Modern Slavery Act 2018</i> (Cth).
<b>Participant</b>	means the participants in any joint venture with the Company from time to time to which the Goods and/or Services relate.
<b>Percentage Interest</b>	means the participating interest from time to time of a Participant in a relevant joint venture.
<b>Price</b>	means the amount specified in the Purchase Order as payable for the Goods, Rental Items and/or Services, which may be expressed as a lump sum, or where Services are charged on a time basis, as a schedule of rates and prices.
<b>Purchase Order</b>	means the Purchase Order to which these Conditions apply.
<b>Rental Items</b>	means any item specified in the Purchase Order to be rented to the Company.
<b>Related Body Corporate</b>	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).
<b>Services</b>	means the services (if any) specified in the Purchase Order.
<b>Site</b>	means a Company operated Site, and/or the location nominated by the Company as the delivery address for the Goods or Rental Items, and/or the location of the supply of the Services as specified in the Purchase Order (as applicable).
<b>Supplier</b>	means the Supplier specified in the Purchase Order.
<b>Supplier's Personnel</b>	means the Supplier's and its Related Bodies Corporate's officers, employees, agents and subcontractors (and those subcontractor's respective officers, employees, agents and subcontractors).

### 2. FORMATION OF CONTRACT

- 2.1 A Purchase Order issued by the Company to the Supplier constitutes an offer by the Company to engage the Supplier to supply the Goods and/or the Rental Items and/or the Services described in the Purchase Order on the terms set out in the Purchase Order and these Conditions.
- 2.2 A contract for the supply of the Goods and/or the lease of the Rental Items and/or the supply of the Services ("**Contract**") is formed between the Company and the Supplier when the Supplier:
- communicates either in writing or verbally with the Company, the content of which confirms or implies acceptance; or
  - dispatches the Goods and/or the Rental Items and/or commences performance of the Services.
- 2.3 The Contract consists solely of the Purchase Order, any specifications, policies or procedures referred to in the Purchase Order, these Conditions and the HSEC Conditions. No terms or conditions sought to be imposed by the Supplier before or after placement of the Purchase Order (including terms incorporated into any tender, offer, counteroffer, proposal or invoice submitted by the Supplier) will apply, unless expressly accepted in writing by the Company.
- 2.4 The Contract will continue until the date the Supplier completes all of its obligations under the Contract, unless terminated earlier in accordance with its terms.

### 3. SUPPLY OF GOODS OR RENTAL ITEMS AND/OR SERVICES

- 3.1 The Supplier will:
- supply to the Company the Goods and/or Rental Items by the Delivery Date; and/or
  - perform the Services by the Completion Date,
- in accordance with the terms of the Contract.
- 3.2 The Supplier must comply with, and ensure Supplier's Personnel complies with, the terms of this Contract and the HSEC Conditions (unless otherwise directed by the Company), and provide all information and assistance as Company reasonably requires.
- 3.3 Goods and Rental Items supplied by the Supplier must:
- comply with the specification or description in the Purchase Order;

- (b) be new (unless otherwise specified in the Purchase Order) and of recent origin (except this requirement does not apply to Rental Items unless otherwise specified);
- (c) be free from defects in design, manufacture and assembly;
- (d) be of merchantable quality and fit for the purposes specified in the Contract or, where no such purposes are specified, fit for its ordinary purposes;
- (e) except for any Rental Items, be free from any encumbrance, lien, mortgage, security or charge in favour of a third party or any other third party interest, from the time of delivery to the Company;
- (f) when used properly, be safe and not endanger health;
- (g) have a life expectancy commensurate with what would be expected of similar goods supplied for a similar purpose; and
- (h) otherwise be in accordance with all relevant Laws, and the Contract.

**3.4** Services performed by the Supplier must:

- (a) comply with the specification or description in the Purchase Order;
- (b) be performed with due skill, care and attention in a safe and diligent manner;
- (c) be performed by personnel who are qualified, licensed, competent and experienced in providing the Services and by the key personnel (if any) specified in the Purchase Order;
- (d) be performed in a timely manner, without delay, and in accordance with the program or timetable, if any, specified in the Purchase Order (time being of the essence);
- (e) be performed in accordance with all applicable Laws, the Contract (including the HSEC Conditions, unless otherwise directed by the Company), and any reasonable directions of the Company; and
- (f) be performed using only suitable equipment and materials that are fit for their intended purpose and using high quality and competent workmanship.

**3.5** The Supplier must provide to the Company all drawings, manuals, certificates and other documentation in the format and quantities, and by the date specified in the Contract, or as would otherwise be required in accordance with all applicable Laws, codes and standards. All documentation (including drawings and reports) supplied by the Supplier in relation to the Goods or Rental Items or as part of the Services shall be accurate, comprehensive and complete.

**3.6** The Supplier must give written notice to the Company when it considers it has completed the Services in accordance with the Contract.

**4. PRICE AND PAYMENT**

**4.1** Unless otherwise specified in the Purchase Order:

- (a) the Price (including where Services are charged on a time basis, the schedule of rates and prices) is fixed and not subject to rise and fall for labour or material costs or any other adjustment;
- (b) where Services are charged on a time basis, the total amount payable by the Company to the Supplier for the performance of the Services will not exceed any "Purchase Order Total" specified in the Purchase Order; and
- (c) the Price is inclusive of:
  - (i) all necessary packaging and delivery costs;
  - (ii) all excise, duties or taxes (including related penalties and any government imposed greenhouse gas emissions trading scheme or greenhouse gas emissions reporting obligation) levied or assessed by government, or otherwise payable, in respect of the Goods, Rental Items and Services (as applicable), except for GST which will be stated separately if applicable;
  - (iii) all charges for supply of the Goods, Rental Items and Services (as applicable) (and no additional charges will be raised for inspection, testing, packaging, delivering, insurance, equipment or materials); and
  - (iv) all amounts payable for the use of intellectual property (including licences) and moral rights consents.

**4.2** Subject to these Conditions, the Company will pay the Price to the Supplier for supply of the Goods and/or the Rental Items and/or performance of the Services. Payment will be made by electronic funds transfer in accordance with this clause 4.

**4.3** If any supply made pursuant to a Purchase Order is a Taxable Supply, the Company will pay to the Supplier the GST in respect of that Taxable Supply.

**4.4** The Supplier must submit to the Company a valid tax invoice at the times specified in the Purchase Order (to [accounts@cooperenergy.com.au](mailto:accounts@cooperenergy.com.au)) specifying:

- (a) the relevant Purchase Order number;
- (b) the Goods or Rental Items supplied and/or the Services performed as at the date of the invoice;
- (c) the Site and date of performance of the Services and/or delivery of the Goods or Rental Items;
- (d) where Services are charged on a time basis, the actual hours spent by personnel performing the Services supported by Company approved timesheets;
- (e) where any Company approved reimbursable expenditure is being claimed, the applicable receipts, invoices or other documents verifying such approved third party expenditure;
- (f) such other particulars as are necessary to enable the Company to obtain input tax credits for the amount of GST payable; and
- (g) any further information reasonably requested by Company.

If an invoice does not contain the information required in this clause 4.4, Company may, at its option, complete the missing details or return the incomplete invoice to the Supplier, in which case the Supplier must submit a replacement invoice compliant with this clause 4.4.

**4.5** By submitting an invoice to the Company, the Supplier warrants that:

- (a) the specified Goods and/or Rental Items and/or Services have been supplied in accordance with the Contract; and
- (b) the amounts specified in the invoice are accurate and the Supplier is entitled to payment of the amount claimed.

**4.6** Subject to the Supplier submitting an invoice in accordance with clause 4.4, Company will make payment to the Supplier within 30 days of receipt of any undisputed portion of the invoice.

**4.7** The Company may deduct and set off from any moneys due to the Supplier any sum which is payable by the Supplier to the Company. Payment under this clause 4 will not be taken as proof or admission that all, or any part of, the Goods, Rental Items or Services have been delivered or performed (as the case may be) to the satisfaction of Company, but will be taken to be payment on account only.

**5. DELIVERY OF GOODS**

**5.1** Delivery of the Goods and/or Rental Items must be in accordance with the Purchase Order or as otherwise agreed by the Company. The Purchase Order may require either:

- (a) the Company to arrange for the Goods and/or Rental Items to be collected from the Supplier, in which case delivery is taken to occur upon commencement of loading of the Goods and/or Rental Items onto the transport arranged by/for the Company; or
- (b) the Supplier to, at its own cost and risk, deliver the Goods and/or Rental Items to the Site by the Delivery Date, in which case delivery is taken to occur upon completion of offloading at the Site by the Supplier.

- 5.2 Deliveries are to be made at the time and at the Site specified in the Purchase Order, unless otherwise agreed in writing. Time is of the essence for delivery of the Goods and/or Rental Items, unless otherwise agreed in writing.
- 5.3 The Supplier must, at its own cost, ensure the Goods and/or Rental Items are adequately and securely packed to avoid damage or destruction during transit including marking, packing and delivering the Goods in accordance with all Laws and the Company's reasonable requirements.
- 5.4 Where Goods and/or Rental Items are lost or damaged in transit, the Supplier will replace them at no cost to the Company.
- 5.5 The Supplier shall provide sufficient documents to enable the Company to identify the nature and quantity of Goods and/or Rental Items delivered (or to be delivered) including a material safety data sheet in accordance with generally accepted industry practice and all applicable Laws. All delivery documents must include a delivery docket which must state:
- (a) the Purchase Order number;
  - (b) a description of the Goods and/or Rental Items delivered; and
  - (c) the quantity of Goods and/or Rental Items delivered.
- 5.6 Title in the Goods passes to the Company upon the earlier of delivery in accordance with the Contract or payment by the Company for the Goods.
- 5.7 Unless otherwise specified in the Purchase Order, risk of loss or damage in the Goods is taken to pass at the time of delivery in accordance with the Contract. If the Purchase Order specifies the point of delivery by reference to Incoterms, risk is taken to pass at the time specified in the applicable Incoterm in Incoterms2020.

## 6. RENTAL CONDITIONS

- 6.1 Where the Purchase Order is for the supply of Rental Items, whether in conjunction with the supply of Goods or Services or otherwise, this clause 6 will apply in addition to any other applicable terms of the Contract.
- 6.2 The Supplier will lease the Rental Items to the Company from the Delivery Date to the Lease Expiry Date ("**Rental Term**") and the Company will pay the applicable Price as rent to the Supplier in accordance with the terms of the Purchase Order.
- 6.3 The Supplier retains full title to the Rental Items.
- 6.4 If, with the Supplier's consent, the Company wishes to continue to retain possession of the Rental Items after the Lease Expiry Date, the Company will issue a new Purchase Order or a revision to the Purchase Order in respect of the Rental Items on the same terms as the original Purchase Order, and the Lease Expiry Date will be taken to be extended as set out in the new or revised Purchase Order.
- 6.5 The Supplier must allow the Company to possess and enjoy the Rental Items during the Rental Term without any interruption or disturbance from the Supplier.
- 6.6 On the Lease Expiry Date or upon the termination of the Contract, the Rental Items will, subject to fair wear and tear, considering the condition in which the Rental Items were delivered, either be (depending on the terms of the Purchase Order):
- (a) returned to the Supplier by or on behalf of the Company (at the Company's cost); or
  - (b) collected by the Supplier (at the Supplier's cost).
- 6.7 Unless otherwise agreed in the Contract, the Supplier will be responsible for carrying out all routine and non-routine maintenance of the Rental Items and providing all spare parts and consumable items for the Rental Items that may be required during the Rental Term. Such maintenance must be carried out in accordance with clause 3.4 as if it was a Service under this Contract, at the sole risk and cost of the Supplier.
- 6.8 The Company will endeavour to protect the Rental Items against loss, damage or destruction during the Rental Term. However, the Company will not be responsible for accidental loss, damage or destruction of the Rental Items and the Supplier will indemnify the Company Group against any claims for such damage, loss or destruction.

## 7. INSPECTION, TESTING AND DEFECTS

- 7.1 The Company may inspect and test the Goods and/or Rental Items upon delivery, after the Goods and/or Rental Items are unpacked by the Company or when Goods and/or Rental Items are used or installed into the Company's plant or premises. If the Goods and/or Rental Items are found to be defective or otherwise fail to comply with the Contract, the Company may (without prejudice to its other rights and remedies under this Contract or at Law) reject the defective Goods and/or Rental Items and either:
- (a) return the Goods and/or Rental Items to the Supplier at the Supplier's expense. Upon return, the Supplier shall reimburse the Company for the Price paid by the Company for the Goods and/or Rental Items and any costs incurred by the Company in returning the Goods and/or Rental Items to the Supplier, and title will revert to the Supplier upon reimbursement of the Price by the Supplier; or
  - (b) require Supplier, at its own cost, to repair, replace or rectify the Goods and/or Rental Items. If the Supplier fails to do so within the period required by the Company, the Company may have the defect rectified by others and recover the costs of doing so from the Supplier. Risk of loss of damage to the Goods and/or Rental Items will not pass to the Company until the Goods and/or Rental Items have been repaired, rectified or replaced in accordance with this clause.
- 7.2 Satisfactory inspection and/or testing of the Goods and/or Rental Items does not:
- (a) release the Supplier from liability in relation to any defects or inadequacies in the Goods and/or Rental Items which were not actually identified during inspection or testing;
  - (b) release or waive warranties given by the Supplier in relation to the Goods and/or Rental Items; or
  - (c) otherwise relieve the Supplier of any of its obligations to perform the Contract.
- 7.3 The Supplier must ensure that all third-party warranties applicable to the Goods are transferred to the Company.
- 7.4 The Company may inspect and test the Services at any reasonable time during the performance of the Services, including upon written notice of completion of the Services under clause 3.6. If, in the reasonable opinion of the Company, the Services performed by the Supplier do not meet the requirements of the Contract, the Company may reject the defective Services, and the Supplier shall upon request by the Company promptly re-perform the deficient part of the Services at its own cost. If the Supplier fails to do so within the time required by the Company, the Company may have the deficiency rectified by others and recover the costs of doing so from the Supplier.
- 7.5 Any rectification or repair work under this clause must be carried out in accordance with clause 3.4 as if it was a Service under this Contract.
- 7.6 Nothing in this clause 7 reduces or otherwise affects the Supplier's obligations or the Company's rights under this Contract or at Law.

## 8. COMPUTER SOFTWARE

Where the Goods and/or Rental Items incorporate computer software, the Supplier warrants that:

- (a) the software is free from viruses, trojan horses, bugs, worms or any other defects that are intended to, or do, damage or interfere with the proper working of the software;
- (b) any software maintenance, upgrade, patch or fix supplied by the Supplier for the software will comply with subparagraph (a) and will be compatible with the existing version of the software; and
- (c) the Company's use of the software will not infringe the intellectual property or moral rights of any person.

## 9. SITE EXAMINATION, INDUCTIONS & HSEC CONDITIONS

- 9.1 The Supplier is deemed to have examined the Site and its surrounds and accepted responsibility for any additional costs, losses and expense arising out of the

physical conditions and characteristics of the Site.

**9.2** Without limiting the Supplier's obligations at Law or under the Contract, Supplier and Suppliers' Personnel must:

- (a) complete all relevant inductions as required by the Company prior to commencing performance of any Services or any maintenance or repair on the Goods and/or Rental Items at the Site;
- (b) while performing the Services or any maintenance or repair on the Goods and/or Rental Items at the Site, comply with and perform such work in accordance with applicable health, safety and environmental Laws, any health, safety and environment policy, procedure or site rules as provided by Company and applicable from time to time, all reasonable instructions from a representative of Company and the HSEC Conditions (unless otherwise directed by the Company);
- (c) use its best endeavours not to interfere with the Company's activities on the Site, or the work of the Company's other contractors at the Site;
- (d) ensure that it does not leave rubbish or debris when delivering the Goods and/or Rental Items and/or performing the Services, and otherwise maintains the Site in a safe, secure, clean and orderly manner having regard to the condition of the Site immediately before its entry;
- (e) upon the Company's request, either promptly rectify any loss or damage to any property on, under or adjacent to the Site caused by the Supplier or Supplier's Personnel to the reasonable satisfaction of the Company, or reimburse the Company for its costs in rectifying such loss or damage itself or by a third party to the reasonable satisfaction of the Company; and
- (f) not bring on or cause on the Site any pollution or contamination, and promptly make good at its own cost any pollution or contamination that is caused to the Site by the Supplier or Supplier's Personnel.

## **10. INSURANCE**

Unless otherwise specified in the Purchase Order, the Supplier must hold such insurances a prudent supplier of the Goods or Rental Items and/or Services would hold, and ensure the Supplier's subcontractors effect and maintain all of the insurances required under this clause 10 (as appropriate) for the work being performed by the subcontractor, including:

- (a) insurances to cover physical loss or damage to the Goods or Rental Items, for an amount of not less than its full replacement value;
- (b) public and product liability insurance covering liability for damage to property and the death of or injury to any person (other than as covered under a workers compensation policy) of an amount of not less than \$10 million in respect of any one occurrence arising out of the same or original cause, unlimited in the aggregate for public liability as to the number of claims but limited in the aggregate to \$10 million for products liability. Such policy shall be endorsed to cover sudden and accidental pollution and include Company Group as additional insureds to the extent of the liabilities assumed by Supplier under the Contract, with a cross liability endorsement, and provide a complete waiver of subrogation against Company Group by Supplier's insurer;
- (c) where Supplier is providing professional services, the Supplier must effect and maintain with a reputable insurer professional indemnity insurance of not less than \$5 million in relation to any one claim and in the aggregate for all claims arising in the same insurance period, covering liability of the Supplier for any professional services provided by the Supplier and Supplier's Personnel under the Contract. Where this insurance is effected on a 'claims made' basis, the policy must be maintained for a period of at least 3 years after the end of the Contract;
- (d) comprehensive motor vehicle insurance of not less than \$1 million covering all vehicles, plant and equipment (whether owned, hired or leased) used in connection with the Contract for loss or damage of not less than the market value and third party liability of not less than \$20 million in respect of each and every occurrence and unlimited as to the number of occurrences. Such policy shall be endorsed to include Company Group as additional insureds to the extent of the liabilities assumed by Supplier under the Contract, with a cross liability endorsement and provide a complete waiver of subrogation against Company Group by Supplier's insurer;
- (e) workers compensation insurance as required by Law; and
- (f) any other insurance required by applicable Law or reasonably required by the Company.

Upon request of Company, Supplier shall furnish to Company certificates of insurance demonstrating that Supplier has obtained the insurance coverages set out in this clause 10 and fulfilled the requirements of this clause 10.

If the Supplier fails to effect or maintain any of the insurances required under the Contract, or have any subcontractor effect or maintain any required insurances, then the Company may, at the Supplier's cost, effect and maintain that insurance, pay the necessary premiums and recover from the Supplier the amount paid by the Company in doing so.

## **11. WARRANTIES**

**11.1** The Supplier warrants and represents to the Company that:

- (a) Supplier and Supplier's Personnel will, at all times, be suitably qualified and experienced, and will exercise skill, care and diligence expected of a skilled and experienced professional supplier in the performance of the Services and/or supply of the Goods and/or Rental Items;
- (b) all performance data, measurements and specifications quoted in brochures, quotations or tenders are accurate within the tolerances (if any) specified in those documents;
- (c) all information provided by Supplier for the purposes of any Company requested prequalification questionnaire (including any HSEC or quality questionnaire) are true and accurate, and Supplier will ensure it upholds during the term of the Contract, at a minimum, the same health, safety and environment standards it represented to Company as part of any relevant prequalification assessment;
- (d) it has unencumbered title to all Goods and Rental Items;
- (e) use of the Goods, Rental Items and/or Services by the Company, and any intellectual property created by the Supplier or the Supplier's Personnel in connection with the Contract, will not infringe the intellectual property, moral or other rights of any third party;
- (f) it, and any person performing the Contract on its behalf, holds and will maintain all requisite licences, permits and authorities relevant to the supply of the Goods and/or Rental Items and/or Services;
- (g) it holds all relevant import licenses, consents or authorities necessary for performance of the Contract; and
- (h) without limiting Company's rights at Law and under the Contract, Goods supplied and Services performed by the Supplier under this Contract are free from defects for a minimum of 12 months from the date such Goods were delivered under the Contract or the Services were completed in accordance with the Contract (as applicable).

## **12. INDEMNITY**

**12.1** The Supplier is liable for and shall indemnify the Company Group against any and all claims, liabilities, losses, damages or penalties arising in any way out of, or in connection with, the acts or omissions of the Supplier or the Supplier's Personnel under or in connection with the performance of its obligations under the Contract, whether or not the acts or omissions are in tort (including negligence), breach of contract or otherwise, except to the extent that the loss is caused, or contributed to, by Company's negligence or acts or omissions of the Company.

**12.2** Notwithstanding any of the indemnities and liabilities found in this Contract, neither party will be liable to the other party for any Consequential Loss suffered or incurred by the other party arising out of or in connection with this Contract. This exclusion of liability does not apply in relation to:

- (a) any liability of the Supplier in respect of the injury or death of any person;
- (b) any breach of Law by the Supplier, or any fraud or wilful misconduct of the Supplier or the Supplier's Personnel;
- (c) the Supplier's liability under clause 13.3; or
- (d) any liability indemnified under a policy of insurance of the Supplier or that would have been indemnified had the Supplier complied with its obligations under clause 10.

For the purposes of this clause 12.2, "Consequential Loss" means any loss of profit, loss of business opportunity or goodwill, loss of business or production (whether direct or indirect), any claims for indirect, special or punitive damages, or any other indirect or consequential losses suffered by the other party howsoever arising in respect of any breach of this Contract or any event, matter or circumstance under or in relation to this Contract.

- 12.3 Every indemnity, exemption, limitation, defence, immunity or other benefit contained in the Contract to which the Company is entitled will also be held by the Company on trust for the benefit of, and will extend to protect, each of the Company's personnel and the Company Group members.
- 12.4 Each indemnity in the Contract is a continuing obligation separate and independent from the Supplier's other obligations and survives expiry or termination of the Contract.
- 12.5 It is not necessary for the Company or any Company Group member to incur expense or make payment before enforcing a right of indemnity conferred by the Contract.
- 12.6 The Supplier acknowledges that:
- (a) the Company may enter into the Contract as agent for the Participants, including for the purpose of receiving invoices in accordance with clause 4.4, issuing payment certificates and receiving and issuing any notices or documents under the applicable Law; and
  - (b) the liability of any Participant under the Contract is several to the extent and only to the extent of its Percentage Interest, and such obligations are several and not joint, nor joint and several.

### 13. INTELLECTUAL PROPERTY

- 13.1 Unless otherwise specified in the Purchase Order, all intellectual property created by the Supplier in connection with the Contract ("**Contract IP**") shall vest in the Company upon creation. If necessary, the Supplier must (and must ensure that the Supplier's Personnel) assign or transfer all rights, title and interest in and to the Contract IP to the Company. The Supplier must (and must ensure the Supplier's Personnel) sign all documents and do anything else required to give effect to the assignment or transfer or moral rights consents under clause 13.1 or 13.2 (as applicable). The Company grants to the Supplier an irrevocable, non-exclusive and payment-free licence to use the Contract IP and the Company's Background IP for the purpose of performing its obligations under the Contract. The Supplier grants to the Company an irrevocable, transferable, perpetual, worldwide and payment free licence to use its Background IP and any Contract IP not vested in the Company that is necessary for the Company to have the benefit of the supply provided under the Contract.
- 13.2 The Supplier (if an individual) consents and must procure the consent of any other individual involved in producing any intellectual property referred to in this clause 13, to any act or omission by the Company in using the intellectual property that might otherwise breach the individual's moral rights.
- 13.3 The Supplier indemnifies the Company against any claims made by third parties in respect of the use of any Contract IP or the Supplier's Background IP in connection with any Goods, Rental Items and/or Services supplied under the Contract.
- 13.4 The Company indemnifies the Supplier against any claims made by third parties in respect of the use of any of the Company's Background IP for the purpose of the Contract.

### 14. CONFIDENTIALITY

- 14.1 Subject to clause 14.2, the Supplier must not, without the Company's prior written approval, disclose Confidential Information to any third party or use or reproduce Confidential Information other than strictly for the performance of the Contract.
- 14.2 Clause 14.1 shall not apply to the extent the Confidential Information is:
- (a) in the public domain in the form it was disclosed or made publicly available by or on behalf of the Company (otherwise than as a result of breach of the Contract); or
  - (b) required to be disclosed by Law (provided the Supplier first advises the Company of the legal requirement for disclosure and allows the Company the opportunity to seek orders preventing disclosure).
- 14.3 The Supplier must establish and maintain effective security to safeguard the Confidential Information and to keep Confidential Information under its control.
- 14.4 On termination or completion of the Contract, the Supplier must return all Confidential Information to the Company.
- 14.5 In this clause 14, "**Confidential Information**" means all documents (including drafts and notes), reports, data or information of any kind, in any form, whether:
- (a) communicated orally or in writing between the Company and the Supplier in connection with the Contract; or
  - (b) created or generated by the Supplier in connection with the Contract
- and includes (but is not limited to) financial information, trade secrets, business affairs, suppliers, operations data, drawings, designs, technical information and any other information relating to the Company's business, and the terms of this Contract.
- 14.6 The Supplier must not make public announcements in relation to this Contract without the Company's prior written consent.
- 14.7 The obligations in this clause 14 are continuing and survive the completion, termination or expiry of this Contract.

### 15. REPORTING

- 15.1 The Supplier must keep the Company fully informed of all aspects of the provision of the Goods, Rental Items and/or Services.
- 15.2 The Supplier must (at its cost) provide, at the Company's reasonable request:
- (a) progress reports setting out, in such detail as the Company requests, the different stages of design, manufacture and testing of the Goods and/or Rental Items and/or Services;
  - (b) a detailed program for the projected supply of the Goods and/or Rental Items and/or Services;
  - (c) quarterly reports on the emissions of greenhouse gases, consumption of energy and production of energy in supplying the Goods and/or Rental Items and/or performing the Services as required by the Company; and
  - (d) any information requested for the audit of the Supplier's Personnel for compliance with fatigue management requirements contained in any applicable State or Commonwealth legislation.

### 16. TERMINATION AND SUSPENSION

- 16.1 The Company may terminate the Contract immediately by written notice if:
- (a) the Supplier is unable to pay its debts as and when they fall due;
  - (b) the Supplier ceases to carry on business;
  - (c) there is a change in control (as that term is defined in the *Corporations Act 2001* (Cth)) in relation to the Supplier;
  - (d) the Supplier fails to comply with the insurance obligations set out in clause 10;
  - (e) the Supplier or Supplier's Personnel engage in conduct that, in the reasonable opinion of the Company, endangers health and safety; or
  - (f) the Supplier or Supplier's Personnel breach the HSEC Conditions.
- 16.2 Subject to clause 16.1, if either Supplier breaches a term of the Contract, Company may give notice requiring the breach to be remedied within 14 days. If the breach is not remedied, the Company may terminate the Contract.
- 16.3 The Company may, by notice in writing, terminate the Contract at any time. Upon receipt of a notice of termination under this clause 16.3, the Supplier must cease performance of the Contract and take all available steps to minimise loss arising from termination. The Company will pay the Price for work completed up to the date of termination and any other unavoidable, reasonable and substantiated costs incurred by the Supplier in respect of the termination.

- 16.4 Termination of the Contract does not affect accrued rights or remedies.
- 16.5 The Company has the right, at any time and for any reason, to suspend the performance of the Services under this Contract immediately, by notice to the Supplier. Upon receiving a notice of suspension from the Company, the Supplier must suspend the performance of its obligations until such time as the Company notifies it that the Services are no longer suspended.
- 16.6 The Supplier must promptly notify the Company:
- (a) if it undergoes a change in control (as defined in the *Corporations Act 2001* (Cth));
  - (b) if a receiver, administrator or liquidator is appointed;
  - (c) if a meeting of creditors is called, in relation to the Supplier;
  - (d) if the Supplier enters into a scheme of arrangement with its creditors; or
  - (e) if it otherwise takes advantage of Laws in force in relation to insolvent debtors.

## 17. DISPUTE RESOLUTION

- (a) Any dispute, difference or disagreement between the parties relating to this Contract, the Goods, Rental Items or Services ("**Dispute**") must be dealt with in accordance with this clause 17.
- (b) Either party may give a notice to the other party specifying the Dispute, particulars of the party's reason for being dissatisfied, and the position that the party believes is correct ("**Dispute Notice**").
- (c) Each party will appoint a managing negotiator and notify the other party of that appointment within 10 Business Days of the Dispute Notice being issued under clause 17(b).
- (d) The managing negotiators of each party must, within 20 Business Days of receipt of the Dispute Notice under clause 17(b) meet and undertake genuine and good faith negotiations with a view to resolving the Dispute within 40 Business Days of receipt of the Dispute Notice under clause 17(b) and, if they cannot resolve the Dispute within that period, endeavour to agree upon a procedure to resolve the Dispute (such as mediation or expert determination) before proceeding to litigation.
- (e) If a Dispute which has been referred to negotiation under clause 17(d) remains unresolved after the expiration of 40 Business Days of receipt of the Dispute Notice under clause 17(b), then either party to the Dispute may commence legal proceedings to resolve any unresolved part of the Dispute.
- (f) Unless a party has complied with the procedure under clause 17(d), that party may not commence proceedings under clause 17(e).
- (g) Despite the existence of a Dispute, each party must continue to perform its obligations under this Contract.
- (h) Nothing in this clause 17 prejudices either party's right to institute proceedings to seek injunctive or urgent declaratory relief in respect of a Dispute or any other matter arising under this Contract.

## 18. ETHICAL BUSINESS CONDUCT

18.1 Each party warrants that neither it nor any person acting on its behalf:

- (a) has made or offered;
- (b) proposes to make or offer; or
- (c) has caused or proposes to cause any third party to make or offer,

with respect to the matters that are the subject of the Contract, any payment, gift, promise or other advantage, whether directly or indirectly, including (without limitation) through affiliates or representatives (including representatives of the intended recipient), to or for the use of any public official or any other person, where such payment, gift, promise or advantage would violate:

- (d) the applicable Laws of the country in which the activities under the Contract are taking place;
- (e) the Laws of the country of incorporation of such party;
- (f) the principles described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; or
- (g) the Laws of any other country.

18.2 Each party warrants that neither it nor any person acting on its behalf has breached, or proposes to breach, the *Charter of the United Nations Act 1945* (Cth) or regulations made under that Act.

18.3 The Supplier:

- (a) must take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the Goods, Services and/or Rental Items; and
- (b) if it becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of the Contract, must promptly take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities in its supply chains.

18.4 The obligations in this clause 18 are continuing and survive the completion, termination or expiry of this Contract.

## 19. GENERAL

19.1 The relationship between the Company and the Supplier is one of principal and independent contractor. Nothing in this Contract shall create a relationship of joint venture, trust, employment, agency or partnership. The Supplier does not have authority to contract with third parties on behalf of the Company or to otherwise bind the Company, unless the Company's prior written consent is provided.

19.2 The Supplier must not subcontract, assign or novate any rights or obligations under the Contract without the prior written consent of the Company. If the Supplier subcontracts all or any part of its obligations in accordance with this clause 19.2, the subcontract will not relieve the Supplier from any obligation or liability under this Contract and the Supplier will be liable for the acts or omissions of each subcontractor and each of their officers, employees, agents and subcontractors.

19.3 If the whole or any part of a provision of the Contract is void, unenforceable or illegal it is severed. The remainder of the Contract has full force and effect. This clause 19.3 has no effect if the severance alters the basic nature of the Contract or is contrary to public policy.

19.4 The Company may assign any or all of its rights under this Contract, at any time and to any person, without consent. The Company may only novate its obligations under this Contract, with the prior written consent of the Supplier (not to be unreasonably withheld).

19.5 The Supplier acknowledges that the Company may contract with any other party to supply like goods or services and no exclusive relationship exists or is to be implied by the Contract.

19.6 Any variation to the Contract must be approved in writing by the Company's procurement contact named in the Purchase Order.

19.7 The Supplier acknowledges and agrees that it will not register any security interest in relation to this Contract against the Company on any register maintained under the *Personal Property Securities Act 2009* (Cth).

19.8 This Contract is governed by the Laws of South Australia and each party submits to the non-exclusive jurisdiction of the Courts of that state.

19.9 Neither party is taken to have waived any right under the Contract unless the waiver is given in writing and expressed to be a waiver.

19.10 Any notice given under the Contract must be given in writing to the address specified in the Purchase Order in the case of the Supplier and to the address specified in clause 1 in the case of the Company, marked to the attention of the Company's procurement contact named in the Purchase Order.

- 19.11** The Contract comprises the entire agreement between Company and Supplier in relation to its subject matter and supersedes all previous communications, representations and agreements with respect to the subject matter of the Contract.
- 19.12** The 1986 United Nations Convention on Contracts for the International Sale of Goods adopted at Vienna, Austria on 10 April 1980 and opened for signature and also for accession on 11 April 1980 and any Act or other Law which gives effect to this convention does not apply to this Contract.



**SCHEDULE TO  
STANDARD PURCHASE ORDER CONDITIONS**

**HEALTH, SAFETY & ENVIRONMENT CONDITIONS**





**1.0 GENERAL**

**1.1 COMMITMENT AND POLICY IN HSE**

Supplier acknowledges Company's strong commitment to health, safety and environment ("HSE") and Supplier confirms that it has a written HSE management policy which has been signed and is actively supported and endorsed by Supplier's management. Supplier represents and warrants that its written policy is widely disseminated and understood among its employees, its policy is printed in English as well as such other local languages as required and its written policy includes a description of Supplier's organisation, procedures and methods of communication to and from Supplier personnel. Supplier must provide to Company copies of its policy and policy statement upon request by Company.

**1.2 LEGAL REQUIREMENTS AND REGULATIONS FOR HSE**

1.2.1 The Supplier must at its own cost comply with any applicable HSE Law, including (where applicable) performing all functions and duties of project manager, a person who conducts a business or undertaking, a person in control of relevant Site, a person in control of fixtures, fittings or plant included in relevant Sites, a person in control of Sites and a designer, supplier, erector and installer of structures, plant or equipment, under HSE Law.

"HSE Law" means all health, safety, security or environment related Laws that are in any way applicable to the Goods, Rental Items and/or Services.

1.2.2 The Supplier represents that it is familiar with and has the capability and resources to comply with the HSE Law.

1.2.3 Supplier must ensure that all of the Supplier's Personnel, comply fully with all HSE Law. Supplier further agrees that if any Supplier's Personnel, breaches any HSE Law, such breach must be corrected promptly, steps must be taken to avoid recurrence and any person or persons responsible for the breach will be removed from the Site upon Company's request.

**1.3 TERMINATION AND SUSPENSION FOR BREACH OF HSE**

1.3.1 Company and Supplier agree that the provisions of this clause are of the utmost

importance, and any breach thereof must be considered to be a material and substantial breach of the Contract, entitling the Company to immediately terminate the Contract in accordance with its terms.

1.3.2 The Supplier is responsible for all aspects of health, safety and environment management for, or in connection with, the performance of the Contract. The Supplier must immediately advise the Company in writing of any act, fact or circumstance relevant to the ability of the Supplier to perform the Contract without risk to health, safety and the environment, and take whatever steps are necessary and as will be directed by Company to eliminate, terminate, abate, and rectify the condition.

1.3.3 If Supplier fails to take the necessary steps to cure any such breach promptly or to otherwise comply with this clause, Company may exercise its rights to terminate according to the default provisions of the Contract, and/or withhold further payment under the Contract.

1.3.4 If Company observes an unsafe, unhealthy or environmentally unsound act or becomes aware of a planned unsafe, unhealthy or environmentally unsound act, Company may direct Supplier to cease, or not to proceed with, the unsafe, unhealthy or environmentally unsound Services. Supplier must, at Supplier's own cost and risk, modify Supplier's method of Services in order to Services safely and in a healthy and environmentally sound manner.

1.3.5 Notwithstanding termination or suspension of this Contract for any reason, Supplier must ensure that all Goods, Rental Items or Services are safely secured to the satisfaction of Company and in accordance with all applicable Law, and directions.

**1.4 SAFETY KICK OFF MEETING**



1.4.1 Where requested by the Company, Supplier must participate in a kick-off meeting prior to the commencement of Services to discuss safety issues in accordance with the Contract.

#### **1.5 SAFETY CASE REVISION / BRIDGING DOCUMENTS TO COMPANY'S HSE MANAGEMENT SYSTEM (SMS/EMS)**

Where required by the Company, Supplier must prepare appropriate bridging documents to ensure that the nominated Supplier and Company HSE systems are aligned (this includes adherence to Safety cases, Environmental Management Plans and Safety Management Plans).

#### **2.0 SUPPLIER'S HSE MANAGEMENT SYSTEM**

Supplier must have in place a formalised and functioning HSE management system.

#### **3.0 SUPPLIER'S HSE MANAGEMENT PLAN**

Where required by the Company, Supplier must have in place an HSE management plan approved by Company for the Services to be provided under the Contract.

#### **4.0 ORGANISATION AND RESPONSIBILITY**

##### **4.1 SUPPLIER PERSONNEL COMPETENCY AND RESPONSIBILITY FOR HSE**

4.1.1 Where required by the Company, promptly following commencement of the Contract, Supplier must provide documentation to the satisfaction of Company that the Supplier's Personnel are competent and have the appropriate qualifications, job skills and training as required by the Contract and applicable Law.

4.1.2 Supplier represents and warrants that the Supplier's Personnel are responsible for, and have been advised in writing that they are responsible for, ensuring that its obligations under the Contract are performed in accordance with all applicable Law, including HSE Laws, rules and regulations, good working practices, and any additional guidelines and/or operating standards provided to Supplier by Company. Supplier must at Company's request, provide Company with organisation charts, specifying the areas of safety responsibility of supervisors and other relevant personnel.

##### **4.2 HSE ADVISOR**

Supplier must nominate one of its employees as Supplier HSE advisor who must be responsible for attention to HSE matters at all levels.

#### **5.0 EMPLOYEE INVOLVEMENT AND MOTIVATION**

Supplier must hold regular safety meetings at the Site and ensure that all personnel attend routine safety meetings. A copy of the minutes and action items arising from each such meeting will be submitted to Company. A Company representative may without prior notice attend at any such safety meeting.

#### **6.0 RISK MANAGEMENT - HAZARD IDENTIFICATION**

Company is committed to ensuring all hazards are identified, assessed and controlled and mitigated prior to commencement of the Services. Where applicable, Company will conduct a hazard identification workshop with the Supplier prior to commencement of any Site based obligations. As part of this process the Supplier will be required to review its own operations and provide Company with a list of potential scenario based hazards, prior to the workshop.

#### **7.0 EMPLOYEE SELECTION AND TRAINING**

Before commencing the Services, Supplier must at its own expense ensure that the Supplier's Personnel have been given the necessary HSE survival and job related training required by Law as well as training under Supplier's own safety policy and procedures. Supplier must provide certificates of the training upon request by Company.

Supplier must, if requested by Company, provide Company with details of on-going training programs and provide Company with all related revisions during the term of the Contract.

#### **8.0 CONTROL OF SUB-SUPPLIER'S AND SUPPORT SERVICES**

Supplier must have in place appropriate formal systems and procedures for the control of sub-suppliers who supply HSE critical services to Supplier. The minimum requirements are:

- (a) Sub-supplier prequalification based on HSE performance and systems;
- (b) Ongoing evaluation and assessment of sub-supplier HSE performance and systems; and
- (c) Sub-supplier SMS to be integrated into Supplier's SMS.

#### **9.0 SAFETY SYSTEMS**

##### **9.1 UNSAFE ACT AUDITING**

Supplier must implement a system to recognise, correct, and report unsafe acts (Unsafe Act Auditing) associated with all Supplier activities.

**9.2 SAFETY EQUIPMENT**

Supplier must ensure that all safety equipment is regularly maintained and tested and that it is always in a serviceable condition and that the Supplier's Personnel are instructed, trained and, where required, certified in the use of such safety equipment. Such equipment must comply with all applicable Law.

**9.3 UNSAFE OPERATIONS**

If Supplier believes that the Services cannot be safely undertaken or that continuance of Services may result in any hazardous conditions, it must immediately notify Company. Supplier must use its best efforts at all times to control or overcome the cause or minimise the effect of any hazardous condition.

**9.4 WEATHER PRECAUTIONS**

In the event of impending adverse weather or other conditions, Supplier must, in consultation with Company, take appropriate precautionary measures to safeguard personnel and property.

**9.5 SUPPLIER'S SAFETY MANUAL**

If requested by Company, Supplier must provide a copy of its safety manuals, policies and procedures to Company and will ensure that all Supplier's Personnel will, at all times, strictly observe and comply with procedures set out therein as well as safety procedures provided by the Company from time to time applying to the Site.

**9.6 HAZARDOUS MATERIALS**

96.1 Supplier must, if and when requested by Company, provide to Company a copy of Supplier's policy for the use, transportation, handling and storage of fuel and hazardous materials.

96.2 Supplier must ensure that all hazardous materials are clearly marked, manifested, segregated, handled and stored in accordance with a recognised international dangerous goods code and with all other applicable Law, international air transport rules, any procedures published by Company, and in the absence of any relevant Law or procedure, in accordance with good industry practice.

**9.7 PERMIT TO SERVICES (PTW)**

Supplier must follow at Site, the Company's PTW system and permitting procedures for Services on equipment under its control. It must follow, as a minimum, Company agreed procedures for hot services, cold services, explosives handling, confined space entry, work at height, excavation, energy isolation, lockout/tag out and PTW.

**9.8 PERSONAL PROTECTIVE EQUIPMENT (PPE)**

98.1 Supplier must at its own expense, provide the Supplier's Personnel, where required in connection with the safe performance of the Services, with adequate protective personnel clothing and other protective equipment which must be maintained in good condition or replaced, and must be worn on all relevant occasions as indicated by notices, instructions and good industry practice. Supplier must ensure that all senior personnel and visitors to the crew must wear protective garments and equipment in the appropriate circumstances, even if not actively engaged upon the Services.

98.2 The Supplier must ensure that, whilst working, the Supplier's Personnel must as minimum wear PPE that meets the relevant Australian Standards including, coveralls with long sleeves, safety boots, gloves, hard hat and safety glasses. Addition protective equipment must be worn as specific task requires.

**9.9 TOOLS AND EQUIPMENT**

99.1 Supplier must ensure that all plant, tools and equipment are maintained in operable condition and that users of the plant, tools and equipment are trained, experienced and where necessary, licensed and certified.

99.2 Supplier must ensure that all rotating or moving parts of all tools and equipment are adequately guarded to prevent accidental contact by personnel. Every power-driven machine must be provided with adequate means, immediately accessible and readily identifiable to the operator, of stopping it quickly, and preventing it being started again. In the case of outboard motors, and hand-held power tools, this must be of an automatic or emergency shut-down "dead man-switch" type.

**9.10 LIFTING EQUIPMENT**

- (a) Supplier must further ensure that all equipment and materials are packed to avoid personal injury and damage to property. The Supplier must ensure that cargo is prepared for shipment throughout its entire journey in compliance with applicable Law;
- (b) The Supplier must ensure that all equipment associated with lifting is recorded in a lifting equipment register ("LER") which will provide all the associated information including purchase date, certification records, inspection records including by whom, supplier, etc. All lifting equipment must be fully traceable via the LER;
- (c) All certifications must be valid for a minimum of six months at the time of mobilisation. The Company may allow this timeframe to be extended on a project basis; and
- (d) The Supplier must perform annual audits of its lifting equipment and that of its sub-suppliers to ensure that the required records, such as material certifications, pressure test certifications, NDT reports etc., are maintained on file and obtainable as required.

**9.11 TRANSPORTATION DOCUMENTATION, LISTINGS AND MARKINGS**

Supplier must ensure that equipment and materials are despatched with completed:

- (a) documents;
- (b) special handling requirements;
- (c) hazardous cargo sheets;
- (d) material safety data sheets ("SDS"); and
- (e) packing lists.

**9.12 HAZARDOUS CARGO**

The Supplier must ensure that hazardous materials are suitably packaged, packed separately to all other materials and are not be encased inside other packaging containers. In addition:

- (a) All packages must be marked and labelled with markings and labels as stipulated by road transport, airfreight, International Air Transport Association ("IATA") and sea freight International Maritime Dangerous

Goods ("IMDG") codes and regulations in accordance with the requirements of the relevant authority.

- (b) Regulations and codes as defined by the IMO together with relevant authorities within the country of origin, country of destination or country that the equipment and materials will transit through must be adhered to at all times.
- (c) The Supplier must ensure that required documentation is duly completed with the correct information, as required by applicable Law and is promptly provided to the relevant authority.
- (d) All freight that is categorised as 'Dangerous' is transported in accordance with the Australian Dangerous Goods Code.
- (e) Freight is transported in accordance with Australian National and State transport regulations (i.e. the Heavy Vehicle National Law and Chain of Responsibility).

**9.13 MAINTENANCE**

- (a) The Supplier must ensure that all equipment and structures both fixed and temporary receive regular routine maintenance under a planned maintenance system to ensure the safety of personnel who are responsible for operating the equipment. Particular attention must be paid to handrails, safety chains and bars, access ladders and raised platforms.
- (b) Supplier must maintain copies of all test and maintenance certificates relating to cranes, derricks, lifting beams pulley blocks, lifting gear and slings, and make them available to Company promptly upon request.

**9.12 NOTICES**

The Supplier must ensure that relevant warning notices are posted for hazardous operations.

**10.0 CHANGE CONTROL**

Supplier must have appropriate formal systems and procedures for the control of change (system, hardware, personnel, etc) which may have an impact on Supplier's HSE performance.

**11.0 HEALTH**



## **11.1 GENERAL**

Supplier must have appropriate procedures in place to ensure that employee health is appropriately maintained.

## **11.2 DRUGS AND ALCOHOL**

Supplier must ensure that all Supplier's Personnel are not at any time under the influence of any drug (prescribed or otherwise) and have a zero Blood Alcohol Content (BAC) at any time, during the performance of the Services. The Company reserves the right to perform random or "for cause" testing at any time during the Contract.

## **11.3 HEALTH AND FITNESS**

Supplier must ensure that all of the Supplier's Personnel are fully qualified, healthy and medically fit for their respective assignments and must certify the same to Company if so requested by way of a current medical certificate.

## **11.4 MEDICAL WELFARE**

Supplier must be responsible for the medical welfare of all of the Supplier's Personnel.

## **11.5 HYGIENE**

Supplier must ensure that all of the Supplier's Personnel maintain high standards of hygiene in connection with the performance of the Services.

## **11.6 SMOKING**

11.6.1 Supplier must not permit smoking at the Site except within designated smoking areas selected in accordance with applicable Law.

11.6.2 Notwithstanding Clause 11.6.1 above, smoking is never allowed in offices, sleeping cabins, mess hall or any other form of accommodation, located on the Site or any other location where the Services are performed.

## **11.7 SUN PROTECTION**

11.7.1 The Supplier acknowledges that prolonged activity under the sun without adequate protection may lead to sunburn, heat exhaustion or sunstroke and therefore the Supplier's Personnel must be required to wear suitable clothing and a hat in strong sunlight. Sunscreen protection must be used on exposed skin areas particularly during summer months.

11.7.2 To avoid sunstroke and dehydration, the Supplier must ensure that the Supplier's Personnel acclimatise themselves to long periods of sun. Adequate water must be available at all times and adequate mineral salts included in the diet.

## **11.8 WORKING HOURS**

Supplier is responsible for the administration of the working hours of all of the Supplier's Personnel. Such personnel must not be permitted to work more than 12 hours per day without the consent of Company.

## **12.0 EMERGENCY RESPONSE**

### **12.1 EMERGENCY RESPONSE MANUAL**

Supplier must, if requested by Company, provide Company with a copy of Supplier's emergency response manual which sets out its procedures for fire and spill response, evacuation, inclement weather, search and rescue and other relevant emergency response procedures. Such procedures must be compatible with Company's emergency response procedures for the Site. Any conflicts between Company and Supplier's policies must be addressed and resolved by the parties prior to commencing the Services by way of an emergency response bridging document.

### **12.2 EMERGENCY PROCEDURES**

Supplier must ensure that all personnel on the Site, including visitors, are properly instructed in the emergency response procedures and HSE rules.

### **12.3 EMERGENCY DRILLS**

Supplier must take part in emergency response drills (including but not limited to fire, spill and evacuation drills). The timing of such drills will vary and will be at Company's discretion.

### **12.4 FIRST AID**

Supplier must provide its own first aid equipment, supplies and trained personnel and must have at least one person on each crew who has received training, and be in possession of a valid First Aid Training certificate, from a recognised first aid provider.

### **12.5 FIRE FIGHTING**

Supplier must ensure all site personnel must receive regular instruction in basic firefighting techniques.





**13.0 INCIDENT REPORTING AND INVESTIGATION**

**13.1 INCIDENT / ACCIDENT REPORTING**

13.1.1 Supplier must have in place an accident and incident reporting system which is compatible with Company's standards and all applicable Law. The Supplier must ensure that any incident or near miss involving Company's personnel, Supplier's Personnel or any third party's personnel, property, plant or equipment, is reported immediately to Company, irrespective of whether injury to personnel or damage to property or equipment resulted. Supplier must investigate the causes of all work accidents and significant incidents and must provide Company with the results of the investigation and recommendations on how to prevent a recurrence. Company will have the right to designate a representative to participate or where required, lead the investigation at Company's sole discretion.

13.1.2 Where requested by Company, Supplier must submit a monthly summary report of its HSE performance together with accident/incident/near miss statistics, including hours worked to Company.

13.1.3 Where requested by Company, equipment failure reports for any major piece of equipment must be submitted to Company with a summary on their status each month.

**14.0 INSPECTION, AUDIT AND REVIEW**

**14.1 RIGHT TO AUDIT SUPPLIER'S PROCESSES**

With adequate notice the Company has the right to undertake an audit on the Supplier's systems and processes relevant to the Contract.

Supplier must have in place an appropriate formalised process for undertaking both internal and external inspections, audits and reviews. In all aspects of its operations, a record of such inspections, audits and reviews must be kept and follow up actions identified, implemented and closed out.

**15.0 ENVIRONMENT**

**15.1 COMMITMENT AND POLICY**

15.1.1 Supplier must take appropriate actions to protect air, water, animal and plant life from

adverse effects of Supplier's and its sub-suppliers' activities, and to minimise any nuisance which may arise from such operations, in accordance with all applicable Law and, where applicable, Company's HSEC policy or relevant environmental regulatory document of which Supplier has been informed.

15.1.2 Supplier must ensure that the Supplier's Personnel are briefed and understand Company's policy on environmental protection, and will act accordingly.

15.1.3 Supplier must adhere to all existing Law concerning environmental damage resulting from the performance of the Contract. Local customs, cultural and religious requirements must be respected, avoiding challenge, contradiction and/or criticism thereof.

**15.2 ENVIRONMENTAL MANAGEMENT PLAN (EMP)**

Where applicable, Company will be responsible for the preparation of an EMP for each stage of the project. Supplier must comply with the commitments and management strategies described in the EMP.

**15.3 WASTE MANAGEMENT**

Supplier must comply with the Site waste management procedures. Supplier must take appropriate precautions to prevent contamination of the environment from work activities. Supplier is responsible for ensuring the environmentally acceptable handling, storage, treatment, transportation, and disposal of its own waste in accordance with all federal, local and Site requirements. Supplier is responsible for obtaining, preparing and maintaining waste permits and manifests for transporting and disposing of wastes generated by Supplier. All procedures be approved by the Company.

**15.4 CHEMICALS AND HAZARDOUS MATERIALS MANAGEMENT**

Supplier must ensure that management strategies for chemicals and other hazardous materials contained within the EMP are complied with. These strategies will include, but not be limited to:

- (a) The provision of materials safety data sheets (SDS);
- (b) Spill containment and clean-up;
- (c) Segregation and storage; and
- (d) The selection of low impact chemicals and materials.