

PURCHASE ORDER CONDITIONS

Provision of Off Site Repair Services



A GLENCORE COMPANY

1. INTERPRETATION

The following terms apply to this Purchase Order:

- (a) Applicable Sanctions Authority means the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Departments of State or Commerce, the United Nations Security Council ("UNSC"), the European Union ("EU"), Switzerland or any other applicable sanctions authority.
- (b) Commissioner means the Australian Information and Privacy Commissioner.
- (c) Contractor means the entity undertaking the Repairs.
- (d) Date(s) for Delivery means the latest acceptable date(s) for the delivery of the Goods to the Delivery Point being the dates detailed in the Due Date column detailed in the Purchase Order form to which these Purchase Order Conditions are attached.
- (e) Date of Delivery means the date the Goods are delivered to the Delivery Point.
- (f) Delivery Point has the meaning ascribed to it in the Purchase Order form to which these Purchase Order Conditions are attached.
- (g) Eligible Data Breach means an 'eligible data breach' as defined in the Privacy Act.
- (h) Goods means the goods described in the Description & Part Number columns of the Purchase Order form to which these Purchase Order Conditions are attached.
- (i) Gross Negligence means such reckless conduct by a Party under the Purchase Order in breach of a duty of care as demonstrates a conscious or reckless disregard for the harmful, foreseeable, proximate and avoidable consequences which will or may result from that conduct.
- (j) Incoterms[®] means the International Chamber of Commerce Publication No. 723E titled Incoterms[®] 2020.
- (k) Incoterms[®] Rule means a defined trading term rule contained in Incoterms[®] and specified on the Purchase Order.
- (l) MMO means Murrin Murrin Operations Pty Ltd ABN 43 076 717 505 of Level 3, 30 The Esplanade, Perth, Western Australia.
- (m) Parts means any consumables, components, materials or other items provided to MMO or incorporated into the Goods as part of the Repair.
- (n) Personal Information has the meaning given to that term by section 6 of the Privacy Act.
- (o) Price means the price in the Total Price column detailed in the Purchase Order form to which these Purchase Order Conditions are attached.
- (p) Privacy Act means the Privacy Act 1988 (Cth).
- (q) Privacy Law means:
 - (i) the Privacy Act;
 - (ii) the Australian Privacy Principles established under the Privacy Act;
 - (iii) any guidelines, public interest determinations or other advices relating to Personal Information issued by the Office of the Australian Information Commissioner or the Commissioner;
 - (iv) any other requirement under Australian law, industry code or policy relating to the handling of Personal Information; and
 - (v) to the extent applicable to this Purchase Order, the data protection and information privacy laws of any other jurisdiction.

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- (r) Purchase Order means the agreement between MMO and the Contractor that consists of these Purchase Order Conditions; the Purchase Order form to which these Purchase Order Conditions are attached, the Glencore Supplier Code of Conduct referred to in clause 21 and any other documents specified in the Purchase Order form.
- (s) Reckless Conduct means any act, omission, conduct or default by a party under the Purchase Order done with reckless disregard or indifference as to the likely consequences of the act, omission, conduct or default.
- (t) Repair Services or Repairs means the services or a combination of Goods and services described in the Description & Part Number columns of the Purchase Order form to which these Purchase Order Conditions are attached which may include additional or replacement Parts to effect the Repair of the Goods.
- (u) Sanctions means any economic or financial sanctions, trade embargoes or restrictive measures administered or enforced by any Applicable Sanctions Authority.
- (v) Site means the Murrin Murrin Nickel Cobalt Plant.
- (w) Wilful Misconduct means:
 - (i) any act, omission, conduct or default by a party under the Purchase Order known by that party at the time of the act, omission, conduct or default, to be wrong in the circumstances, but intentionally persisted with by that party or persisted with conscious or reckless disregard or indifference as to the likely consequences of the act, omission, conduct or default; or
 - (ii) any fraud, fraudulent concealment or dishonesty by a party under the Purchase Order; or
 - (iii) any illegal act or omission by a party under the Purchase Order; or
 - (iv) any malicious act or omission by a party under the Purchase Order.

2. CARRYING OUT THE REPAIR SERVICES

2.1 The Contractor must:

- (a) Subject to a Purchase Order being issued, commence the Repair Services by the Commencement Date;
- (b) properly and diligently execute the Repair Services with the degree of skill, care and competence that would be reasonably expected of a skilled tradesman, technical or professional person experienced in performing the same or similar work; and
- (c) perform the Repair Services in accordance with good engineering practice, to MMO's reasonable satisfaction and in accordance with the Purchase Order. Standard of Goods.

3. DELIVERY

3.1 The Contractor must deliver the Goods to the Delivery Point by the Date for Delivery or Dates for Delivery if more than one.

3.2 If it appears to the Contractor that all or any of the Goods will not be ready and available for delivery to MMO at the Delivery Point by the Date for Delivery of the relevant Goods, the Contractor must as soon as reasonably practicable after becoming aware of the delay, notify MMO stating the anticipated delay, the reason for the delay and the Contractor's revised delivery time. On receipt of such notice (or in the absence of such notice, if the Goods are not delivered by the Date for Delivery):

- (a) MMO will make a reasonable adjustment to the Date for Delivery, or Dates for Delivery, by issuing a written notice to the Contractor;

3.3 The address of the Delivery Point may only be varied by agreement in writing between the parties.

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- 3.4** Goods will not be accepted by MMO unless accompanied by a delivery docket quoting the Purchase Order number, a description of the Goods and any certificates required by MMO as communicated prior to the Contractor's receipt of this Purchase Order.
- 3.5** The Contractor shall, at the time of delivery, obtain from MMO, or MMO's authorised agent, or the carrier who will procure delivery on behalf of MMO, a written acknowledgement of delivery. Acknowledgement will be in the form of a signed delivery docket which shall state the Date of Delivery and time at which MMO, or MMO's authorised agent, takes delivery of the Goods.
- 3.6** Signed delivery dockets shall be evidence of delivery only and shall not mean acceptance of the Goods by MMO.
- 3.7** The Price is inclusive of any costs incurred by the Contractor in delivering the Goods to MMO at the Delivery Point.
- 3.8** The Goods must be suitably packaged by the Contractor to avoid any damage occurring to the Goods prior to risk in the Goods passing to MMO. The Contractor must pack Goods, as a minimum, in accordance with the MMO Specification: Technical Specification For Packing And Documentation Instructions (Packing Specification) which is available on request or may be downloaded at <https://www.glencore.com.au/operations-and-projects/minara/procurement>. Any documents referenced in this Packing Specification are available upon request. The Contractor acknowledges that the requirements set out in this Packing Specification, (including any referenced documents) are deemed to be incorporated into this Purchase Order.
- 3.9** Incoterms[®]
- (a) Subject to clause 3.9(b), the Goods will be delivered in accordance with any Incoterms[®] Rules specified in the Purchase Order.
 - (b) Where the Purchase Order provides that the Goods are to be delivered in accordance with an Incoterms[®] Rule, the rules and definitions applicable to that term in Incoterms[®] will apply, except to the extent that they conflict with any other provisions of the Purchase Order.
- 3.10** Any failure to comply with this clause 3 may result in the Goods being rejected and returned at the Contractor's expense in accordance with clause 4.
- 4. INSPECTION AND AUDIT OF GOODS AND RECORDS**
- 4.1** MMO may (acting reasonably) access the Contractor's premises, and the Contractor will arrange access for MMO to any other premises where the Goods are being repaired, stored, manufactured or held, upon request, solely for the purpose of inspecting the Goods in the process of, or after manufacture or repair.
- 4.2** MMO may inspect the Goods within a reasonable time after their delivery to MMO. MMO reserves the right prior to acceptance of the Goods:
- (a) to sample and inspect the Goods for conformity with the Purchase Order;
 - (b) if the Goods are packaged, to open and inspect them as they are used;
 - (c) to require the Contractor to send all certificates of analysis, documents relating to the identity and quality of Goods to an authorised purchasing representative of MMO prior to arrival of the consignment at the Delivery Point; and
 - (d) to audit the quality system of the Contractor and inspect the Repair of the Goods at the Contractor's premises using recognised auditing procedures.
- 4.3** No such inspection of the Goods by MMO in any way alters the Contractor's responsibility to comply with its obligations under the Purchase Order.
- 4.4** When requested by MMO (acting reasonably), the Contractor will issue to MMO regular reports on the progress of the Repair of the Goods.

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4.5 The Contractor will maintain proper records relating to the Purchase Order for a period that is consistent with good industry practice and will make these available for inspection by MMO.

5. ACCEPTANCE

5.1 MMO will have accepted the Goods when:

- (a) MMO has had a reasonable opportunity to examine the Goods after delivery. Unless otherwise agreed by MMO, a reasonable opportunity will be a period of not less than 7 days; and
- (b) MMO indicates to the Contractor that it has accepted the Goods, or when MMO pays for the Goods in full in accordance with clause 6.

5.2 If upon inspection MMO discovers the Goods are not in accordance with the Purchase Order; or are not specifically detailed in the Purchase Order; or have been supplied prior to the issuance of a Purchase Order, MMO may, acting reasonably, not accept the Goods and direct the Contractor to remove the Goods or any part; or remove the Goods and replace them with Goods that are in accordance with the Purchase Order. In the event that the Contractor fails to comply with such a direction within a reasonable time specified by MMO, then MMO may have the work of removal and/or replacement carried out by other persons and the reasonable cost of doing so shall be a debt due from the Contractor to MMO. The Contractor acknowledges that MMO is not obliged to accept, pay or indemnify the Contractor for Goods supplied prior to the issue of, or which are not specifically detailed in a Purchase Order.

6. PAYMENT BY MMO

6.1 MMO must pay the Contractor the Price in accordance with this clause 6.

6.2 The Contractor must provide to MMO a payment claim (in the form of a tax invoice) for payment within 7 days of delivery of the Goods to MMO. Each invoice must detail:

- (a) the description the Repair Service;
- (b) the Price and appropriate GST;
- (c) the Purchase Order number issued by MMO in respect of the Goods.

6.3 All invoices provided by the Contractor to MMO must be marked to the attention of MMO Accounts Payable and sent to PO Box Z5523 St George's Tce Perth WA 6831 or emailed to Minara.invoices.ap@glencore.com.au.

6.4 Subject to any dispute in relation to the amount claimed, invoices will be paid within 10 days after the end of the month following the month in which the invoice is received.

6.5 If MMO disputes any amount purportedly owed by it to the Contractor under the Purchase Order, MMO must nevertheless pay the amount (if any), which is not disputed, and notify the Contractor of the amount in dispute and the reasons for disputing the amount. The Contractor must provide a credit invoice for the amount in dispute.

6.6 Without limiting any other right or remedy MMO may have under the Purchase Order, any debt owing by the Contractor to MMO, or any bona fide claim which MMO may have against the Contractor in connection with the Purchase Order, may be deducted from moneys otherwise payable to the Contractor under the Purchase Order.

6.7 Unless specifically agreed otherwise, MMO shall not be obliged to pay an invoice which the Contractor submitted more than six months after the date for submitting an invoice pursuant to clause 6.2.

7. VARIATIONS TO THE REPAIR SERVICES

7.1 MMO may at any time vary the Repair Services by giving notice in writing to the Contractor, except that such variation must not fundamentally change the nature and extent of the Repair Services to be performed unless agreed by the Contractor.

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7.2 If MMO varies the Repair Services, then the parties will agree on any adjustment to the Price or other fee payable under the Purchase Order.

8. COMPLIANCE WITH STATUTORY REQUIREMENTS

8.1 The Contractor must comply, at its own cost, with all applicable legislation and statutory requirements of any authority having jurisdiction over the Repair Services. Where applicable, the Repair Services will comply with the Building Code of Australia.

8.2 The Contractor warrants that it has the approval of any relevant authority or professional body to carry out the Repair Services (including without limitation any required licence or accreditation).

8.3 The Contractor will be responsible for all occupational safety and health and industrial relations issues in connection with the Repair Services.

9. CONFIDENTIAL INFORMATION

The Contractor must not, at any time, without the consent of MMO, divulge to any person other than the Contractor's personnel or as required by law any information concerning the Purchase Order or the operations, dealings, transactions, contracts or commercial affairs of MMO.

10. PRIVACY

10.1 Subject to clause 10.3 the Contractor is bound by and must comply with applicable Privacy Law in connection with any action of, or practice engaged in, by the Contractor under this Purchase Order in the same way and to the same extent that MMO would be bound if the action had been that of MMO or the practice had been engaged in by MMO. Each party must otherwise comply with any applicable Privacy Law. Each party must use best endeavours to ensure any persons for whom the party is responsible comply with this obligation.

10.2 Without limiting the generality of clause 10.1, the Contractor must, where any Personal Information is provided by the Contractor to MMO, obtain the consent of the individual to whom the Personal Information relates to the disclosure of that Personal Information to MMO and to MMO using that Personal Information in accordance with its privacy policy.

10.3 The Contractor will not notify an Eligible Data Breach to the Commissioner or other persons without MMO's written consent where the Eligible Data Breach may also be considered to be an Eligible Data Breach of MMO, except where the Contractor is the person required by law to notify an Eligible Data Breach to the Commissioner. Where MMO does not grant that consent, MMO will be responsible for making any notification of an Eligible Data Breach as required by law (and for clarity MMO will decide whether or not it has an obligation to notify). Where MMO requires, the Contractor will notify the Commissioner or other persons of an Eligible Data Breach in accordance with MMO's reasonable directions. The Contractor will promptly provide all reasonable assistance requested by MMO to investigate a suspected Eligible Data Breach.

11. STANDARD OF REPAIR SERVICES

11.1 If at any time the Repair Services, or any Parts used by the Contractor in connection with the Repair Services, are not in accordance with the Purchase Order, MMO may direct the Contractor to replace, correct, remove or vary them at no cost to MMO. If the Contractor fails to comply with the direction to MMO's satisfaction, MMO may engage others to carry out the work, the cost of which shall be a debt due from the Contractor to MMO.

11.2 Alternatively, MMO may accept the work, materials or Goods and MMO's estimate of the amount of any loss suffered by MMO shall be a debt due from the Contractor to MMO.

12. WARRANTIES

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12.1 The Contractor must obtain all product warranties and other warranties required by the Purchase Order. The warranties must be obtained in MMO's name, validly assigned to MMO or, if this is not possible, held by the Contractor on behalf of MMO and enforced by the Contractor to ensure that MMO obtains the benefit of warranties.

12.2 In respect of the Repair Services and Parts provided to MMO by the Contractor under the Purchase Order the Contractor warrants to MMO that:

- (a) If the Parts and/or Repair Services are found to be defective for any reason within the warranty period specified in the Purchase Order (or if no such period is specified the warranty period will be twelve months from the Date of Completion) (the "Warranty Period"), MMO will be entitled to return the defective Parts and/or Goods which are the subject of the defective Repair Service to the Contractor and at the Contractor's expense, the Contractor will (at MMO's option) either replace or repair the Parts, re-perform the defective Repair Services or reimburse to MMO the reasonable cost of effecting this rectification.
- (b) after the Repair Services and/or Parts are provided, the Goods will be, and will remain, for the Warranty Period, suitable and fit for the purpose stated in or reasonably ascertainable from the Purchase Order, of good and merchantable quality and free from all defects or fault;
- (c) the Goods and any Parts incorporated or provided to MMO as part of the Repair Service will conform throughout the Warranty Period in all respects with drawings, specifications, and samples provided by the Contractor to MMO and will comply with the functional and performance criteria set out in the Purchase Order and relevant Australian standards and codes, subject to fair wear and tear;
- (d) the Parts incorporated or provided to MMO as part of the Repair Service do not infringe any patent, trademark, copyright or other intellectual property rights or interests of any third party;
- (e) all relevant consumer safety standards relating to the Parts incorporated or provided to MMO as part of the Repair Service have been complied with; and
- (f) should any safety improvement(s) be made during the Warranty Period to the Parts or Goods, or other items, supplied by the Contractor as part of this Purchase Order, then the Contractor shall provide notice to MMO detailing:
 - (i) the safety improvement(s) made to the Parts or Goods or other items;
 - (ii) the reason(s) that the improvement(s) were required; and
 - (iii) the indicative cost of implementing the improvement(s).

This notification by the Contractor must be made to MMO within 14 days of the Contractor becoming aware of the safety improvements. This warranty shall survive any termination or expiration of this Purchase Order.

12.3 The above warranties apply and continue to apply regardless of whether the Parts or Goods comply or do not comply (as the case may be) with the Purchase Order and even though MMO may examine or may have had the opportunity to inspect or test the Parts or Goods and irrespective of whether or not the examination reveals or ought to have revealed the existence of defects.

12.4 The above provisions do not in any way restrict or diminish any other rights or remedies that MMO may have in respect of the Repair Service, Parts or Goods and are in addition to any other warranties or conditions whether express or implied or whether granted by statute or otherwise.

13. TERMINATION

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13.1 If the Contractor breaches the Purchase Order and fails to remedy such breach within a reasonable period of time specified in a written notice from MMO to do so (having regard to the nature of the breach), MMO may terminate the Purchase Order.

13.2 If MMO materially breaches the Purchase Order and fails to remedy such breach within 30 days, the Contractor may terminate the Purchase Order.

13.3 MMO may terminate this Purchase Order without reason at any time by giving 30 days notice in writing to the Contractor (and MMO will only be liable to the Contractor for the payment of any amounts payable under this Purchase Order to the date of termination). The Contractor will not be entitled to any other costs, expenses, loss or damage, including loss of profit.

14. CIVIL LIABILITY ACT

Part 1F of the Civil Liability Act 2002 (WA) is hereby excluded from application to this Purchase Order.

15. LIABILITY AND INDEMNITIES

(a) To the extent permitted by law, the Contractor acknowledges that if the Contractor enters MMO's premises, the Contractor does so at its own risk. The Contractor must ensure that its employees, agents, contractors and subcontractors are also aware that they enter MMO's premises at their own risk.

(b) To the extent permitted by law and subject to clause 15(d), the Contractor is liable for and must indemnify MMO and keep MMO indemnified from and against any liability, relating to:

- (i) the illness, injury or death of any of the Contractor's employees, agents, contractors and/or subcontractors arising out of, or in connection with the performance, purported performance or non-performance of this Purchase Order;
- (ii) any loss or damage arising out of, or in connection with, any personal injury, illness or death to any person or damage to any property or any other loss or damage of any kind whatsoever caused or contributed to by:
 - (A) the Goods and/or Repair Services; and/or
 - (B) the entry onto, and the activities undertaken on and in, MMO's premises by the Contractor and/or the Contractor's employees, agents, contractors and/or subcontractors;
- (iii) any criminal act, negligence or Wilful Misconduct by the Contractor and/or any of the Contractor's employees, agents, contractors and/or subcontractors arising out of, or in connection with the performance, purported performance or non-performance of this Purchase Order;
- (iv) any claim made against MMO by any of the Contractor's employees, agents, contractors and/or subcontractors in respect of any relevant legislation concerning income tax, workers compensation, annual leave, long service leave, superannuation or any applicable award, determination or Purchase Order of a competent industrial tribunal;
- (v) any penalty imposed for breach of an applicable law in connection with the supply of the Goods and/or performance of the Repair Services by the Contractor;
- (vi) loss or damage to any plant, equipment, tools, appliances or other property owned, rented or hired by the Contractor and used in connection with this Purchase Order; and

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- (vii) any claim that the Goods, the Repair Services or the results of the Repair Services, anything the Contractor does in supplying MMO with the Goods and/or the Repair Services, or MMO's use of the Goods or the results of the Repair Services infringes or allegedly infringes the intellectual property rights of any person.
- (c) The Contractor is not liable under clause (b) to the extent that the losses and/or liabilities were caused or contributed to by a negligent act or omission of or by the Wilful Misconduct by MMO or any negligent act or omission of or by the Wilful Misconduct by any person in respect of which MMO is vicariously liable.
- (d) Every indemnity, exemption, limitation, defence, immunity or other benefit (including any benefit arising from the insurances) contained in this Purchase Order to which MMO is entitled is held by MMO for the benefit of, and extends to protect, each of MMO's directors, employees (past and present), agents, contractors and subcontractors (excluding the Contractor, the Contractor's directors, employees (past and present), agents, contractors and subcontractors).
- (e) Each indemnity in this Purchase Order is a continuing obligation separate and independent from the Contractor's other obligations and not in any way limited by the Contractor's, the Contractor's employees', agents', contractors' and subcontractors' entitlement to be indemnified under any one or more of the Contractor's insurance policies and survives termination of this Purchase Order.
- (f) It is not necessary for MMO to incur expense or make payment before enforcing a right of indemnity conferred by this Purchase Order.
- (g) Notwithstanding anything to the contrary in this Purchase Order, whether express or implied, and notwithstanding any breach of contract, negligence or other breach of duty on the part of MMO or the Contractor or any person or persons for whom they may be responsible, MMO and the Contractor shall not be liable to each other in respect of any loss or liability:
 - (i) for loss of use of property which has not been physically lost, damaged or destroyed; or
 - (ii) for business interruption, loss of actual or anticipated revenue, income or profits however arising,unless caused by Reckless Conduct, Gross Negligence or Wilful Misconduct.

16. DEFECTS LIABILITY PERIOD

The Contractor must upon receipt of an instruction from MMO rectify at its own cost any defect, error or omission in or to the Repair Services for a period of 12 months after the Date of Completion within a reasonable period after the receipt of an instruction from MMO (having regard to the nature of the defect).

17. SUBCONTRACTING

The Contractor will not subcontract any of the Repair Services without MMO's prior written consent (not to be unreasonably withheld).

18. INTELLECTUAL PROPERTY

18.1 Contractor's Know-how

The Contractor retains ownership and exclusive rights of use to all of the Know-how which it has prior to this Purchase Order and any Know-how which is enhanced by the Contractor as a result of the Contractors' performance of the Repair Services.

18.2 MMO's Intellectual Property and Know-how

The Intellectual Property and Know-how enhanced, procured, developed, discovered or

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generated by MMO during the course of the Contractor's performance of the Repair Services become, and at all times remain, the property of and for the exclusive use of MMO.

18.3 No publications

The Contractor may not publish either alone or in conjunction with others, articles, photographs or other illustrations relating to the Repair Services or any Know-how or Intellectual Property enhanced, procured, developed, discovered or generated in the course of the Contractor's performance of the Repair Services, without first obtaining the written consent of MMO.

18.4 No licence of Intellectual Property or know-how

The Contractor is not licensed to use, nor shall MMO be obliged to deliver to the Contractor in any form electronic or otherwise MMO's Intellectual Property or Know-how.

18.5 Use of Know-how and Intellectual Property

MMO has the right to use the Intellectual Property and Know-how enhanced, procured, developed, discovered or generated by a Party or the Parties jointly as a result of the Contractor's performance of the Repair Services.

19. ASBESTOS

The Contractor shall not provide any asbestos or asbestos containing Goods and/or Parts to MMO.

20. NOT USED

21. GLENCORE SUPPLIER CODE OF CONDUCT

21.1 Undertaking to comply

The Contractor shall comply with the Glencore Supplier Code of Conduct available at <https://www.glencore.com/suppliers>, (the "Glencore Supplier Code"), the terms of which are incorporated into this Purchase Order.

21.2 Processes and controls

The Contractor's obligations under clause 21.1 of this Purchase Order include but are not limited to:

- (a) instituting and maintaining processes and controls designed to ensure that the Contractor complies with the Glencore Supplier Code; and
- (b) carrying out its business in accordance with the Glencore Supplier Code.

21.3 Notification requirements

The Contractor shall notify MMO as soon as it becomes aware that there is any actual or suspected breach by the Contractor of clause 21.1 or clause 21.2 of this Purchase Order.

21.4 MMO monitoring, review and audit rights

- (a) MMO reserves the right to monitor, review and/or audit the Contractor's compliance with clauses 21.1 to 21.3, 21.5 and 21.6, of this Purchase Order.
- (b) The Contractor shall and shall procure that its affiliates and Relevant Third Parties (including any refinery or smelter that has processed or will process any material delivered or to be delivered under this Purchase Order) shall co-operate with, and provide any information and assistance reasonably requested by MMO in connection with any monitoring, review and/or audit that MMO may acting reasonably undertake to verify the Contractor's compliance with clauses 21.1 to 21.7 of this Purchase Order.
- (c) Without limiting the generality of clauses 21.4(a) and 21.4(b), MMO may (acting reasonably), as part of any monitoring, review and/or audit conducted under this clause 21.4 to:

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- (i) inspect relevant books, records and other documents in the Contractor's possession or control;
- (ii) speak to or otherwise communicate with the directors, officers, employees, agents and/or representatives of the Contractor

21.5 Corrective Action Plan

- (a) If MMO becomes aware of facts or circumstances that, in its reasonable determination:
 - (i) indicate or could lead to a breach by the Contractor of 21.1 or 21.2 ("Non-Compliance"); or
 - (ii) indicate a material adverse change in the responsible sourcing risk associated with the Contractor ("Additional Risk"),then without prejudice to any other rights available to MMO, MMO will notify the Contractor of the relevant facts and circumstances and the Contractor shall:
 - (iii) co-operate with, and provide any information and assistance reasonably requested by, MMO in connection with the Non-Compliance and/or the Additional Risk; and
 - (iv) if requested by MMO and following engagement with MMO, propose a Corrective Action Plan ("Corrective Action Plan") which, if agreeable to MMO in content and timing (acting reasonably), shall be undertaken by the Contractor to address the Non-Compliance and/or the Additional Risk to the reasonable satisfaction of MMO.
- (b) The Contractor shall at its own cost, take all steps that are necessary and appropriate to remedy any Non-Compliance and to implement any Corrective Action Plan agreed in accordance with clause 21.5(a).

21.6 Mirror obligations

In its contractual arrangements with any Relevant Third Party, the Contractor shall use its best endeavours to procure the inclusion of terms imposing similar obligations on such third party as are set out in clauses 21.1 to 21.5 and 21.7 of this Purchase Order.

21.7 Consequences of breach

MMO may, in addition to any other remedies it may have under this Purchase Order or at law, terminate or suspend this Purchase Order in whole or in part immediately by giving written notice to the Contractor if:

- (a) the Contractor breaches clause 21.5 of this Purchase Order;
- (b) the Contractor breaches clause 21.6 of this Purchase Order;
- (c) there is any Non-Compliance that MMO, in its reasonable discretion, concludes to be serious and unlikely to be capable of remediation or effective mitigation pursuant to clause 21.6 of this Purchase Order;
- (d) there is repeated Non-Compliance; or
- (e) there is any intentional Non-Compliance.

22. MMO'S HEALTH SAFETY AND ENVIRONMENT REQUIREMENTS

Should the Contractor and/or the Contractor's employees, agents, contractors and/or subcontractors transport people, Goods or Parts or materials to, from or for or on behalf of MMO on public or other offsite roads and / or enter onto, and / or undertake any activities on or in, the Site or any other MMO premises then the Contractor must comply with the Contractors Health Safety and Environment Requirements (HS&E Requirements) which are available on request or may be downloaded at <https://www.glencore.com.au/operations-and-projects/minara/procurement>. Any documents referenced in the HS&E Requirements are available upon request. The Contractor

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acknowledges that the obligations set out in the HS&E Requirements, (including any referenced documents) are deemed to be incorporated into this Purchase Order.

23. ROAD TRANSPORT – SAFETY AND OPERATIONAL COMPLIANCE

23.1 Transport Operational Compliance

- (a) The Contractor must and must ensure that its subcontractors have a transport safety management system in place to eliminate or minimise the potential for fatalities, injuries and/or environmental damage arising from the transportation of people, Goods or Parts or materials to, from or for or on behalf of MMO on public or other offsite roads irrespective of when legal risk or title in the Goods or Parts or materials passes to MMO.
- (b) The Contractor's transport safety management system referred to above must, at a minimum, comply with the public or other offsite roads transport requirements set out in Clause 12.8 of the HS&E Requirements.

23.2 Chain of Responsibility Legislation

In addition to any other obligations contained in this Purchase Order, the Contractor warrants that it is familiar with and has the capability and resources to comply with all road safety legislation applicable to the transportation of people, Goods or Parts or materials to, from or for or on behalf of MMO on public or other offsite roads and will comply with all road safety legislation and regulations, including but not limited to the:

- (a) Heavy Vehicle National Law;
- (b) Road Traffic (Administration) Act 2008 (WA); and
- (c) Road Traffic (Vehicles) Act 2012 (WA)

24. INSURANCE

The Contractor must take out and maintain at its own expense insurance which covers any loss or costs which MMO may incur and for which the Contractor is liable in connection with the Purchase Order including (but not limited to):

- (a) a product liability insurance policy to not less than the value of the Purchase Order;
- (b) a public liability insurance policy; and
- (c) a transit insurance policy to cover the value of the Goods for the entirety of carriage up to and including delivery to the Delivery Point.

The term of the product liability insurance policy in clause 24(a) must match any Warranty Period or three years after delivery of the Goods to Delivery Point defined in the Purchase Order and (if applicable) the time when the Goods are installed, whichever period is the greater.

25. BUSINESS CONDUCT LAWS

25.1 Compliance with laws and prohibition on improper inducements

The Contractor warrants, represents and undertakes to MMO that, in connection with the subject matter of this Purchase Order, it, its affiliates and its and their directors, officers, employees, agents, representatives and any other person acting on its or their behalf:

- (a) have complied with, and will comply with, all applicable laws, rules and regulations including, without limitation, sanctions, anti-bribery and corruption, anti-money laundering and tax laws; and
- (b) have not authorised, offered, promised, paid or otherwise given, and will not authorise, offer, promise, pay or otherwise give, whether directly or indirectly, any financial or other advantage to or for the use or benefit of any public official or any private individual
 - (i) for the purpose of inducing or rewarding that person's improper performance of their relevant function, or

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A GLENCORE COMPANY

(ii) that would be a breach of any applicable law.

25.2 Raising Concerns

The Contractor may report any concerns relating to conduct of MMO in connection with the subject matter of this Purchase Order that breaches Glencore's Code of Conduct or underlying policies to its contact at MMO or through the Glencore corporate Raising Concerns Programme, details of which are available at <https://glencore.raisingconcerns.org/>.

25.3 Sanctions

Without limiting any of its other rights or remedies, in the event that:

- (a) The Contractor, or any party that directly or indirectly owns or controls it, is sanctioned by any Applicable Sanctions Authority;
- (b) MMO is of the reasonable opinion that the Contractor has breached or will breach any Sanctions; or
- (c) performance by MMO of any obligation required by this Purchase Order would or could result in violation of, or be inconsistent with, any Sanctions, or expose MMO to other Sanctions risks, including, without limitation, the risk of being designated as a sanctioned person by any Applicable Sanctions Authority,

25.4 MMO may (without incurring any liability of any nature and regardless of any subsequent ownership change of the Contractor) terminate or suspend all or any part of the Purchase Order with immediate effect by written notice to the Contractor or take any other action it deems necessary in order for MMO to comply with Sanctions or avoid the risk of designation as a sanctioned person by any Applicable Sanctions Authority.