

Purchase Order Terms and Conditions

The parties agree as follows:

- 1 Interpretation**
- 1.1 This Contract is comprised of:
- these Terms and Conditions;
 - the Purchase Order to which these Terms and Conditions of contract are annexed (**Purchase Order**); and
 - such other documents which are incorporated into the Contract by reference, (together, the **Contract**) and, where there is any inconsistency or ambiguity, take precedence in the order set out above.
- 1.2 The parties to this Contract include:
- Covalent Lithium Pty Ltd (ACN 623 090 139) as agent for and on behalf of the Joint Venturers (**Company, Covalent, us**); and
 - The contractor supplying the Goods or performing the Services (or both) as identified in the Purchase Order (**Contractor, you**), (each a **party** and together the **parties**).
- 1.3 For the purposes of this Contract:
- Goods** mean those goods as specified and described in the Purchase Order; and
 - Services** mean those services as specified and described in the Purchase Order (including any part of the specified services, any ancillary services, and those goods required for the completion of the Services).
- 2 Joint Venture Provisions**
- 2.1 Covalent enters into, and is a party to, this Contract for and on behalf of the joint venturers in the Mt Holland Lithium Project Joint Venture (**Joint Venture**), being SQM Australia Pty Ltd and MH Gold Pty Ltd as at the date of issue of the Purchase Order (each a **Joint Venturer**) and is a party to the Contract as agent severally for each of the Joint Venturers in their respective percentage interests in the Joint Venture.
- 2.2 The obligations and liabilities of the Joint Venturers to the Contractor are several only (and will not be, nor be construed to be, either joint or joint and several), in accordance with the Joint Venturers' respective percentage interest from time to time in the Joint Venture.
- 2.3 The rights and remedies in and under the Contract may be exercised by Covalent for and on behalf of the Joint Venturers.
- 2.4 The benefit of the respective duties and obligations of the Contractor under the Contract are deemed to enure to each of the Joint Venturers, and Covalent is severally authorised to enforce those duties and obligations on the Joint Venturers' behalf.
- 3 Acceptance**
- 3.1 This Contract will be deemed to be accepted if:
- the Contractor signs the section of the Contract which indicates the Contractor's acceptance of the Contract, and returns that signed section to the Company; or
 - the Contractor commences performing any part of the Contract.
- 3.2 Subject to the express provisions of this Contract, the Contractor accepts all risks associated with performing its obligations under this Contract, other than those risks expressly accepted by the Company.
- 4 Contract Price**
- 4.1 In consideration or payment of the Contract Price by the Company, the Contractor must supply the Goods and/or provide the Services to the Company in accordance with, and as specified in, this Contract;
- 4.2 The Contract Price is the sole basis for payment to the Contractor under this Contract and is deemed to include all risks, liabilities and obligations expressed or implied in this Contract. Except as expressly provided for in this Contract, the Contract Price is not subject to rise and fall or any escalation;
- 4.3 The Contract Price is inclusive of:
- all charges for packaging, packing, insurance, transport, and delivery of the Goods in accordance with this Purchase Order;
 - the cost of any miscellaneous services of a kind which are commonly provided with the Goods and any miscellaneous items of a kind which are commonly used or supplied in the performance of (and in conjunction with) the Services;
 - the Contractor's compliance with its obligations under this Purchase Order; and
 - all taxes (except GST).
- 4.4 The Contractor is responsible for mobilisation and demobilisation costs to and from the Site for its Personnel and all other items required to be supplied by the Contractor under this Contract.
- 4.5 The Contractor must not carry out a variation nor deviate from this Contract except as directed or permitted in writing by the Company.
- 5 Invoicing and Payment**
- 5.1 All invoices must clearly show the Purchase Order number and be addressed to the Company at the address listed in the Purchase Order.
- 5.2 Unless otherwise stated in the Purchase Order, payment will be made by the Company within 30 days of the Contractor's tax invoice; providing the Goods have been received and accepted, or the Services performed and accepted, by the Company. The date of the tax invoice will not be before the Date of Delivery of the Goods or performance of the Services.
- 5.3 The Company may reduce any payment due to the Contractor under this Purchase Order by any amount which the Contractor must pay the Company, including costs, charges, damages and expenses and any debts owed by the Contractor to the Company on any account whatsoever. This does not limit the Company's right to recover those amounts in other ways.
- 5.4 Payment by the Company to the Contractor will not constitute an admission by the Company that any Goods or Services have been delivered or performed to the Company's satisfaction (as applicable) and will only be taken to be payment on account.
- 5.5 No interest is payable by the Company for late payment.
- 6 Performance**
- 6.1 The Contractor, in supplying the Goods or performing the Services, must:
- not interfere with the Company's activities or the activities of any other person at the Site and ensure that our Site is left clean;
 - be aware of and comply with, and ensure that the Contractor's Personnel are aware of and comply with, all applicable Laws, all Site Standards and Procedures, and comply with all lawful directions of the Company; and
 - comply with any induction requirements in relation to the Site notified by the Company.
- 7 Commencement, Progress and Completion**
- 7.1 The Contractor must deliver the Goods to the Site on or before the Delivery Date or complete the Services by the Delivery Date. The Contractor must keep the Company informed on all aspects of the performance of the Contract as required from time to time.
- 7.2 The Contractor must ensure that the goods are suitably packed to avoid damage in transit or in storage and in such a way to comply with any applicable Laws.
- 7.3 Packages must be marked with the Purchase Order number, item number, Site, contents, quantity, date and method of dispatch and weight of each package.
- 8 Warranties**
- The Contractor warrants that:
- 8.1 it will at all times comply with the Law and give all notices necessary to comply with any legal requirements and any fees associated with compliance with the Law.
- 8.2 the Goods and Services supplied will (as applicable):
- match the description of the Goods and Services in this Purchase Order;
 - if the Contractor gave the Company a sample of the Goods before the Company issued this Purchase Order, the Goods correspond with the sample;
 - if the Contractor provided the Company with a demonstration of the Services before the Company issues the Purchase Order, the Services correspond in nature and quality with the services that achieved that result;
 - comply with all applicable Laws;
 - be new and of merchantable quality;
 - be fit for their intended purposes set out in, or which an experienced professional contractor would reasonably infer from the Purchase Order;
 - to the extent that the Services are design Services, the works being designed will be fit for their intended purpose as described in this Purchase Order;
 - any items which the Contractor uses or supplies in conjunction with the Services are of merchantable quality and comply with any standards specified in this Purchase Order and are fit for their usual and any purpose as described in this Purchase Order;
 - have the full benefit of any manufacturer's warranties that may be applicable to the Goods (and the Contractor must pursue any manufacturer's warranties on the Company's behalf if the Company so requests);
 - be in good working order and condition and free from defects and omissions;
 - have a life expectancy commensurate with what would be expected of similar goods
- provided for similar purposes by a competent and reputable supplier; and
- be free from any encumbrance, charge or lien in favour of a third party at time specified in this Contract for title to pass to the Company.
- 9 Defects and Warranty Period**
- 9.1 Without limiting the Contractor's other obligations or warranties provided under the Contract, the Contractor guarantees the Goods and Services and each part of the Goods and Services against any Defect under normal working conditions for a period of twelve (12) months after the Date of Delivery and written acceptance of the Goods by the Company (**Warranty Period**).
- 9.2 If, during the Warranty Period, the Company finds any Defects in the Goods or Services (other than a Defect caused by the negligence of the Company), the Company may reject or accept the Goods or Services or require that any such Goods or Services be repaired or replaced, (as the case may be) by the Contractor at no additional cost to the Company.
- 10 Termination**
- 10.1 The Company may cancel this Purchase Order in whole or in part for any reason and at any time upon written notice to the Contractor.
- 10.2 In the event of termination for reason other than default of the Contractor, the Company must pay the Contractor its reasonable, direct, and substantiated costs of this termination subject to the Contractor mitigating these costs as far as practicable.
- 10.3 If the Contractor fails, refuses, or is unable to deliver the Goods or perform the Services as directed by the Purchase Order or is otherwise in default of this Contract, the Company may terminate this Contract in part or whole in writing to the Contractor without incurring any obligation to the Contractor.
- 11 Health and Safety**
- 11.1 Where the supply of Goods or Services requires the Contractor to enter the Site, the Contractor and the Contractor's Personnel:
- enter at their own risk;
 - must perform the Services safely so as to protect persons and property, and in accordance with the Company's safety management system (**SMS**); and
 - ensure that the Contractor's Personnel entering the Site perform the Services or deliver the Goods in a safe manner and in a way that do not prejudice safe working practices, safety and care of property and continuity of work at the Site;
- 11.2 The Contractor warrants it has systems in place to manage any health and safety risks associated with the supply of Goods or performance of Services and has the necessary skills and experience to do so.
- 11.3 Without limiting the Contractor's obligations under clause 8.1, comply with any applicable Australian Law, Code of Practice or Australian Standard that deals with occupational health and safety, workers' compensation, workplace rehabilitation and workplace insurance including the *Work Health and Safety Act 2020 (WA)* and *Work Health and Safety (Mines) Regulations 2022 (WA)*.
- 11.4 The Contractor must consult, cooperate and coordinate activities with all other persons who have a duty under the applicable safety Laws in relation to the same matter.
- 11.5 The Contractor must:
- immediately notify the Company upon the occurrence of any accident, incident or near miss accident or incident; and
 - provide all such information and assistance as the Company reasonably requires in connection with any statutory or internal health and safety, environment, or community investigation in connection with this Purchase Order, the supply of the Goods, or the performance of the Services.
- 11.6 Any direction given by the Company to the Contractor regarding health and safety (including conformance with the SMS) must be complied with and does not derogate from the Contractor's Contractual obligations.
- 11.7 Any failure by the Contractor to meet its Contractual obligation in regard to health and safety is a material breach of this Contract and the Company may terminate the Contract without notice.
- 12 Contractor's Personnel**
- 12.1 The Company may require the removal from the Site of any of the Contractor's Personnel who, in the Company's reasonable opinion, is incompetent or lacks the experience necessary for the work assigned to that person, or who has breached any applicable Laws, or the SMS. The Contractor shall, at its cost, promptly remove and replace such Personnel.

- 12.2 The relationship between the Company and the Contractor is that of principal and contractor. The Contractor and the Contractor's Personnel will not under any circumstances be considered servants, employees, or agents of the Company.
- 12.3 The Contractor indemnifies the Company against any liability, claim, loss, damage, cost or expense suffered or incurred by the Company in respect of the payment of salaries, wages, levies, commissions, allowances, and other remuneration to the Contractor's Personnel and for any payments to authorities in respect of the Contractor's Personnel (including in respect of any tax (including payroll tax), superannuation, or workers' compensation insurance).
- 12.4 The Contractor is at all times responsible for the provision of accommodation, messing, uniforms, safety equipment, flights, and transport of the Contractor's Personnel, unless otherwise expressly specified in the Purchase Order. Where accommodation and related facilities are provided by the Company, the Contractor indemnifies the Company against any liability, claim, loss, damage, cost or expense suffered or incurred by the Company in connection with any loss or damage to any accommodation (or any part of the accommodation) and associated facilities and services caused or contributed to by the Contractor or the Contractor's Personnel.
- 12.5 The Contractor is responsible for the management of all industrial relations matters relating to the Contractor's Personnel and must keep the Company informed of any potential disputes with any Contractor's Personnel or unions.
- 13 Contractor's Equipment**
- 13.1 The Contractor must maintain its plant and equipment in a safe, operable, and good working condition throughout the performance of the Contract. Such plant and equipment must at all times comply with the relevant standards incorporated in the SMS.
- 13.2 The Contractor is at all times responsible for the provision of diesel fuel (**Fuel**), unless otherwise expressly specified in the Purchase Order.
- 14 Inspection and Testing**
- 14.1 The Contractor must, upon reasonable written notice, provide the Company or its nominee access to the Contractor's premises, and arrange for access to any subcontractor premises, for the purpose of inspecting Goods and Services and ensuring compliance with the Contract. Any such inspection by the Company does not constitute acceptance or relieve the Contractor from any of its obligations under the Contract.
- 15 Title and Risk**
- 15.1 Title in each part of the Goods passes to the Company upon the earlier of the Date of Delivery or payment of the applicable portion of the Contract Price.
- 15.2 All Goods will be at the Contractor's risk until:
- the Date of Delivery of the Goods or Services; and
 - Company satisfaction that the Goods or Services comply with the Contract; and
 - the Company issuing a certificate of acceptance.
- 15.3 If, upon delivery of the Goods, the Company is not satisfied that the Goods comply with the Contract, the Company may:
- reject the Goods, in which case the Company is not obliged to make payment for the Goods and is entitled to a refund of any payment made; or
 - direct the Contractor, at its cost, to promptly rectify the non-compliance to the Company's satisfaction and the Company may withhold payment until such rectification is complete.
- 16 Confidentiality, Privacy and Data Protection**
- 16.1 The Contractor must not, without the Company's prior written consent, refer to its appointment in any advertisement or promotional material or discuss the Goods or Services with any third party.
- 16.2 The Contractor must keep all information provided by or on behalf of the Company (including this Contract), including any information which relates to the business or affairs of the Company (or the Company Group), confidential and must not disclose such information to a third party without the Company's prior written consent.
- 16.3 The rights and obligations under this clause 16 continue after the termination of this Purchase Order.
- 16.4 The Contractor must at all times (and use reasonable measures to ensure third parties it contracts with in relation to this Contract must) implement and maintain sufficient cyber security measures to maintain the integrity of its information technology systems, operational technology systems, networks, internet-enabled applications or devices, and the data contained within such systems. Any breach must be notified to the Company immediately upon discovery.
- 17 Intellectual Property**
- 17.1 The Contractor warrants that the Goods (other than those manufactured to the Company specifications) covered by this Contract and their use, alone or in combination, according to the Contractor's specifications or recommendations, if any, will not infringe any patent trade mark, copyright industrial design, or process of manufacture (**Intellectual Property**) and agrees to indemnify the Company against all judgments, liabilities costs, and expenses, which result from infringement or alleged infringement of any Intellectual Property rights. The Company will have a permanent, assignable, non-exclusive, royalty free licence to use any Intellectual Property in the Goods for the use, operation, repair, maintenances, servicing, addition, or alteration of the Goods.
- 18 Insurance**
- 18.1 The Contractor, at its own expense, must procure and maintain all insurances required by Law and the following insurance policies:
- workers' compensation insurance (including occupational disease where required by Law) and employer's indemnity insurance which complies with the relevant laws covering all claims and liabilities under any statute and at common law (where applicable) for the death of or injury to any person employed by you or any of your Personnel in connection with this agreement;
 - public liability insurance for an amount of twenty million dollars (\$20,000,000) to cover your legal liability in respect of occurrences resulting in:
 - death of or bodily injury (including illness) to any third party; and
 - damage to property not belonging to nor held in trust by nor in the care, custody or control of you;
 - if provision of the Goods or Services requires you to:
 - provide or use plant and equipment – plant and equipment insurance for replacement value;
 - transport goods to or from site – goods in transit insurance for replacement value;
 - use motor vehicles – motor vehicle insurance covering all mechanically-propelled vehicles that are registered or capable of being registered for road use, including insurance which is compulsory under applicable laws and comprehensive and third-party insurance, for an amount of twenty million dollars (\$20,000,000) in respect of any one accident or series of accidents arising out of one event;
 - provide directly or indirectly professional services – professional indemnity insurance for an amount of ten million dollars (\$10,000,000); or
 - if the Contractor is required to perform any work at the Mt Holland mine Site, insurance for industrial diseases must be effected and maintained in accordance with the provision of the *Workers Compensation and Injury Management Act 1981* (WA) and the Industrial Disease Workers Compensation policy provided by the Insurance Commission of Western Australia.
- 18.2 The workers' compensation policy referred to in clause 18.1(a) must be endorsed (except where precluded by Law) to include a principal's indemnity extension and contain a waiver of subrogation of rights by the insurer in favour of us.
- 18.3 The public liability policy referred to in clause 18.1(b) must be endorsed to:
- contain a principal's indemnity extension;
 - extend to cover worker to worker injury liability risks;
 - extend to cover goods in care, custody and control for an amount not less than the market value of all plant and equipment supplied by us; and
 - extend to include liability arising out of the use of unregistered motor vehicles.
- 18.4 The insurance policies referred to in clause 18.1(c) (as applicable) must be endorsed to:
- contain a principal's indemnity extension; and
 - extend to include bodily injury gap cover in respect of registered motor vehicles.
- 18.5 Before commencing the provision of Goods or Services you must provide us certificates of currency for any insurances required to be held by you and your subcontractors under this agreement. All costs incurred by us as a consequence of you not maintaining such insurances will be a debt due from you to us.
- 18.6 General provisions as to insurance to be effected by you:
- you must ensure that every subcontractor engaged by you maintains insurance in the same manner as you;
 - the insurances arranged by you and your subcontractors must be subject to approval by us as to the adequacy and terms of insurance protection required and their continued existence and you must provide all such documentation, information and assistance as may be required by us in this regard;
 - no approval by us as to the adequacy in terms of insurance protection nor sighting by us of certificates of currency or copies of policies will be taken as a representation by us, that such insurance is adequate or be raised or pleaded in bar to any action against you for default in performing in any of the requirements under this clause;
 - you must at all times be responsible for complying with and abiding by the terms and conditions of the insurances arranged by you and for the payment of all excesses or deductibles under the terms of such insurances; and
 - you must immediately advise us of any change or cancellation of the insurances referred to in clause 18.1.
- 18.7 The effecting of insurance as required under clause 18.1 will not in any way limit your obligations or responsibilities under this Contract.
- 19 Indemnity and Limits of Liability**
- 19.1 The Contractor indemnifies the Company and the Company Group against any liability, claim, loss, damage, cost or expense suffered or incurred in connection with any claim made against any member of the Company Group in respect of:
- death or personal injury to any person (including the Company's Personnel or the Contractor's Personnel); and
 - damage to or loss of property (including Intellectual Property) of any person, arising out of or in connection with any act or omission by the Contractor or the Contractor's Personnel, including a breach of this Contract, tort (including negligence) or breach of a statutory or equitable duty.
- 19.2 Subject to clause 19.3 and clause 19.4, neither party is liable to the other for any loss of actual or anticipated profits, loss of overhead, loss of goodwill, loss of opportunity or loss of production howsoever caused, including negligence.
- 19.3 Clause 19.2 does not limit the Contractor's liability in respect of:
- any death or injury to any person or loss or destruction of, or any damage to or loss of use of any real or personal property;
 - any breach of clauses 16, 17 or any obligation to indemnify the Company under this Contract;
 - any obligation to rectify Defects; or
 - amounts recoverable under any policy of insurance required to be taken out by the Contractor under the Contract or which would have been recoverable had Contractor complied with its obligations under clause 18.
- 19.4 Clause 19.2 does not limit either party's liability in respect of fraud or any act or omission which was deliberate and wrongful, or involved reckless disregard or wanton indifference to the likely harmful consequences.
- 20 Dispute Resolution**
- 20.1 If either party considers a dispute has arisen under this Contract, it may issue a dispute notice to the other party which sets out the details of the dispute. In the event of a dispute, a senior representative from each party with authority to resolve the dispute must meet to resolve the dispute. If no agreement is reached within twenty (20) business days after a dispute notice is issued, either party may commence legal proceedings.
- 20.2 During a dispute, the parties must continue to perform their obligations under this Contract.
- 21 Compliance**
- 21.1 The Contractor must:
- at all times comply with all applicable Laws relating to modern slavery, anti-bribery and improper payments including but not limited to the *Criminal Code Act 1995* (Cth) (Australia), the *Foreign Corrupt Practices Act 1977* (United States) and the *Bribery Act 2010* (United Kingdom);
 - operate in a manner consistent with the United Nations (UN) Universal Declaration of Human Rights and the UN Guiding Principles on Business and Human Rights; and
 - not engage in any conduct that is unlawful or is otherwise restricted or prohibited under any applicable competition Law in relation to the terms and conditions of this Contract.

22 GST

- 22.1 If GST is imposed on any supply made under this Contract by a party (seller) to another party (recipient), then the recipient must pay to the seller an amount equal to that GST in addition to any other amount payable or other consideration provided for the supply.
- 22.2 The recipient's obligation to pay an amount equal to the GST under clause 22.1 only applies if the seller has given the recipient a tax invoice for the supply that details the relevant amount of that GST.
- 22.3 If the amount paid by the recipient under 22.1 differs from the amount of GST payable at Law by the seller on the supply, the amount paid by the recipient to the seller will be adjusted accordingly.
- 22.4 Unless expressly included, the consideration for any supply under, or in respect of, this Contract does not include GST.

23 Trustee Warranty

The Contractor acknowledges and agrees:

- 23.1 If the Contractor is entering into the Contract as trustee of a trust (**Trust**), the Contractor acknowledges that it enters into the Contract both in its own right and as trustee of the Trust.
- 23.2 In addition to the warranties set out at clause 8, the Contractor represents and warrants that:
- (a) each of the following statements is correct and not misleading as at the date of this Contract and will be correct and not misleading throughout the term of the Contract:
 - (i) the Trust is duly constituted and has not been terminated, nor has the date passed or any event occurred for the vesting of the Trust assets;
 - (ii) it is the sole trustee of the Trust, it has not given any notice of resignation and no action has been taken to remove it or to appoint an additional trustee of the Trust;
 - (iii) it has full legal capacity and power under the trust deed for the Trust to:
 - 1 own the Trust assets and carry on the business of the Trust as it is now being conducted; and
 - 2 enter into the Contract and to carry out the transactions that the Contract contemplates, as trustee of the Trust;
 - (b) all action that is necessary or desirable under the Trust deed for the Trust or at Law has been taken to:
 - (i) authorise entry into the Contract and the carrying out by that party of the transactions that the Contract contemplates;
 - (ii) ensure that the Contract is legal, valid and binding on that party as trustee of the Trust and admissible in evidence against it in that capacity; and
 - (iii) enable that trustee to properly carry on the business of the Trust;
 - (c) it has carefully considered the purpose of the Contract and considers that entering into the Contract is part of the proper administration of the Trust, for the commercial benefit of the Trust and for the benefit of the beneficiaries of the Trust, and considers that the terms and conditions of the Contract are fair and reasonable;
 - (d) it has the right to be fully indemnified out of the Trust assets in relation to the obligations and liabilities incurred by it under the Contract, that right has not been modified, released or diminished in any way, and the Trust assets are sufficient to satisfy that right of indemnity and all other obligations and liabilities in respect of which the Contractor has a right to be indemnified out of the Trust assets; and
 - (e) it has not released or disposed of its equitable lien over the Trust assets.

24 PPSA

- 24.1 If either party (party A) determines the Contract (or a transaction in connection with it) is or contains a security interest for the purposes of the PPSA, the other party (party B) agrees to do anything which party A asks and considers necessary for the purposes of:
- (a) ensuring the security interest is enforceable, perfected, and otherwise effective;
 - (b) enabling party A to apply for any registration, or give any notification, in connection with the security interest so the security interest has the priority required by party A; or
 - (c) enabling party A to exercise rights in connection with the security interest.
- 24.2 The parties will bear their own costs in complying with, and performing, their respective obligations under this clause 24.
- 24.3 If the Contract is or contains a security interest for the purposes of the PPSA, each party agrees (to the extent allowable by Law):
- (a) sections 142 and 143 of the PPSA are excluded and the relevant secured party need not comply

with sections 95, 118, 121(4), 125, 130, 132(3)(d), and 132(4);

- (b) the Company need not give any notice required under any provision of the PPSA (except section 135).
- 24.4 This clause applies despite any other clause of the Contract.
- 24.5 If a term used in this clause 24 has a particular defined meaning in the PPSA, it has the same meaning in clause 24.
- ## 25 Miscellaneous
- 25.1 The Contractor must not assign or subcontract the whole or any part of this Contract without the Company's prior written consent.
- 25.2 The Company may assign or novate this Contract or any right, benefit, obligation or liability under or in respect of this Contract without the consent of the Contractor.
- 25.3 All notices and other documents required to be given under the Contract:
- (a) must be in writing and signed by an authorised person; and
 - (b) may be delivered by post, hand or email to the party to whom the notice is addressed at its address stated in the Contract or notified to the other party by notice.
- 25.4 This Contract is governed by the Laws applicable in Western Australia and each party submits to the exclusive jurisdiction of the courts of Western Australia.
- 25.5 Each party agrees that Part 1F of the *Civil Liability Act 2002 (WA)*, to the extent that the same may be lawfully excluded, is excluded from operation with respect to any dispute or action brought by one party against the other party.
- 25.6 Clauses 1, 2, 4.2, 5.4, 6, 7, 11.4, 11.1, 11.5, 15, 16, 17, 18.1, 18.7, 19, 20, 21, 23, 24, and 25.6 survive termination of the Contract.
- 25.7 Unless expressly agreed in writing by authorised Personnel of the Contractor and Company
- (a) any terms of conditions provided by the Contractor (whether prior to acceptance of this Contract or after) are expressly excluded, superseded, and replaced in full by this Contract without penalty to either party; and
 - (b) no course of prior dealings, trade usage or course of performance shall be used to modify, supplement or explain any term or condition of this Contract and no modification to this Contract shall be effective unless agreed to in writing signed by an authorised person of the Company and the Contractor.
- 25.8 This Contract constitutes the entire agreement between the parties in respect of its subject matter and supersedes all other prior agreements, quotation requests, understandings, representations, warranties, promises, statements, negotiations, letters and documents in respect of its subject matter (if any) made or given prior to the date of this Purchase Order. The Contractor warrants it has not entered into this Contract on the basis or in reliance on any prior representation which is not contained in this Contract.
- 25.9 The expressions "including", "includes" and "include" are not expressions of limitation but have the meaning as if followed by "without limitation".
- 25.10 This Contract may be executed in any number of counterparts.
- 25.11 Headings and bold type are for convenience only and do not affect the interpretation of this agreement.
- 25.12 If any provision of this Contract is, or becomes, void or unenforceable, that provision is, or will be, severed from this Contract so that all provisions that are not, or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.
- 25.13 No failure, delay or relaxation by any party in exercising any rights conferred under this Contract will operate as a waiver of such right. Any waiver must be in writing and signed by the party granting the waiver.

26 Definitions

Company Group means the Company, the Joint Venturers, and the respective related bodies corporate as defined in the *Corporations Act 2001* (Cth).

Contract Price means the sum described in the Purchase Order excluding GST.

Date of Delivery means the date the Goods are actually delivered to the Site or Services are actually performed to the satisfaction of the Company.

Defect means any aspect of the Goods or services not in accordance with this Purchase Order, any damage, deficiency, fault, inadequacy in design, performance, workmanship, quality or makeup of the Good or Services.

Delivery Date means the date for delivery of the Goods to the Site, or performance of the Services, and is specified as such in the Purchase Order.

Law means all legislation including regulations, bylaws, orders awards and proclamations with which a party is legally required to comply, together with

all Authority requirements, guidelines, consents, certificates, licenses, permits and approvals (including conditions in respect of those consents, certificates, licenses permits and approvals) with which a party is legally required to comply and includes any law made to replace, modify, amend, or modernise.

Personnel means directors, employees, agents, contractors or subcontractors of the parties, but a reference to the Company's Personnel excludes the Contractor.

PPSA means the Personal Properties Securities Act 2009 (Cth).

Purchase Order means this purchase order for Goods and/or Services issued by the Company to the Contractor from time to time containing, amongst other things, a description of the Goods and/or Services.

Site means the place described as such in this Purchase Order as the place for the delivery, use, or storage of the Goods by the Company or for the performance of the Services.

Site Standards and Procedures means all the Company's standards, policies and procedures that are of general application at the Site in relation to matters concerning safety, health, the environment, industrial relations and personal conduct.