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II Contractor Management SMS Compliance Check Sheet

1. DEFINITIONS AND INTERPRETATION

1.1. Unless the context otherwise requires:

“Company” means Copper Mines of Tasmania (ABN 3606 533 9835) and includes its successors and assigns.

“Company’s Representative” means the person who has been authorised to act on behalf of the Company as its representative for the purposes of this Order (including receiving notices), or any other person from time to time nominated in writing by the Company.

“Contract” means the Order as defined below.

“Contractor” means the person supplying Goods and/or Services the subject of the Order and their successors, executors, administrators, receivers and permitted assigns. The term “Supplier” may be used in place of the term “Contractor” for relevant clauses related to supply of Goods.

“Contractor’s Representative” means the person nominated in writing by the Contractor and who is authorised to give and receive instructions on behalf of the Contractor.

“Goods” means the materials, supplies, plant and equipment the subject of the Order and, if applicable, forming part of the Services.

“Order” means the purchase order mentioned in Clause 2. The terms “Order” and “Contract” may be used interchangeably in this document and in the Order..

“Services” means all things to be performed in accordance with the Order; and

“Site” means the Company’s mining tenements at Queenstown, Tasmania or other places stated in the Order for the delivery of the Goods or the performance of the Services.

1.2. In the event that Goods only are supplied under the Order, any reference to the Services shall be disregarded.

1.3. In the event that Services only are supplied under the Order, any reference to the Goods shall be disregarded

1.4. In the event that Goods and Services are supplied, references to Goods and/or Services shall be applicable.

2. OFFICIAL ORDERS

2.1. The attached form when properly signed by the Company and bearing a purchase order number:

2.1.1. is the only form recognised by the Company as authority for charging Goods or Services to its account and supersedes all previous communications and negotiations with the Contractor; and

2.1.2. together with this Annexure II: General Terms and Conditions, all documents attached or incorporated by reference, constitutes the entire terms of the Order.

2.2. No terms stated by the Contractor in accepting or acknowledging the Order or set out in any quotation, invoice or other document issued by or on behalf of the Contractor will be binding upon the Company unless accepted in writing by the Company. The Company will not be bound by the Order until the Contractor has accepted the offer contained in the Order by notifying the Company in writing

2.3. No waiver of a breach of any provision of the Order will constitute a waiver of any other breach of that provision or any other provision unless the waiver is in writing.

2.4. The terms and conditions of the Order may only be varied by agreement in writing between the parties provided always that the Company’s Representative at any time may issue a written instruction requiring additions, deletions or changes to the Goods and Services or in the arrangement of transportation of the Goods. Where additions, deletions or changes are requested and these would result in additional cost to the Company, the Supplier must promptly notify the Company’s Representative in writing, clearly identifying and substantiating the additional costs and shall request the Company’s Representative to confirm his instruction to proceed with the additions, deletions or changes (as the case may be).

2.5. The Contractor shall not sub-contract the supply of the Goods or the performance of any of the Services without the prior written consent of the Company’s Representative.

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3. PRICE

3.1 Unless otherwise stated and subject to this Clause, the prices specified for the Goods and Services in the Order shall remain fixed during the term of the Order and shall not be subject to rise and fall, do not include Goods and Services Tax, but shall, in relation to Goods, include all other taxes and duties and all costs associated with the delivery of the Goods and, in relation to Services, include all other taxes and duties.

4. TIME

4.1. The Contractor shall supply the Goods or commence the Services upon the date specified on the face of the Order (or as otherwise specified) and shall supply the Goods or complete the Services within, the time(s) stated.

4.2. If the Contractor is delayed or becomes aware of the likelihood of delay to delivery of the Goods or completion of the Services, the Contractor must promptly notify the Company's Representative in writing of the circumstances resulting in the delay.

4.3. If such a delay occurs which is beyond the reasonable control of the Contractor (including its subcontractors) and within 14 days after the delay first occurs the Contractor submits a claim for an extension of time together with supporting details, the Company's Representative may grant an extension of time. The Company may, in its absolute discretion, grant an extension of time for any other reason.

4.4. Where a delay is likely to adversely impact the Company's operations, the Company may in its absolute discretion by notice to the Contractor:

- a) Cancel the Order for any unsupplied Good or incomplete Services pursuant to Clause 22 (Cancellation); and/or
- b) Acquire, without penalty, alternative Goods or Services from sources other than the Contractor.

4.5. If the supply of Goods or completion of Services has not taken place within the time(s) stated, or any approved extension thereto, liquidated damages may be applied in accordance with Clause 21 (Liquidated Damages) below.

5. TITLE AND RISK

5.1. The Contractor warrants that it is entitled to supply the Goods, which at the time of delivery are free from all liens, charges and encumbrances of any kind.

5.2. Title and risk in the Goods shall pass on physical delivery to, the Company's Representative subject to the Company's right to reject the Goods due to unfitness for purpose or because the Goods do not comply with the use specified to the Contractor by the Company at the date of the Order or do not conform to the Order.

5.3. In the event that Goods are supplied with Services (eg. supply of machinery with installation) the Goods shall be at the risk of the Contractor, and title shall not pass to the Company, until both the Goods and the Services are accepted by the Company's Representative.

5.4. Notwithstanding the above and without derogating from the Company's rights with respect to rejecting or accepting Goods and/or Services, to the extent that a part payment for the Goods or part or parts thereof is made, title in the Goods or part or parts thereof as the case may be, shall pass to the Company in the same proportion that the amount paid by the Company bears to the value of the Goods "as is where is" at that time and the Goods (or part or parts thereof) shall be labelled the "Property of Copper Mines of Tasmania P/L" and adequately protected.

6. INSURANCE

6.1. The Contractor must arrange what the Company considers to be adequate insurance coverage for the Goods and Services, including, without limitation, insurance of the Goods against loss or damage until acceptance by the Company.

6.2. Adequate insurance cover for Services includes without limitation:-

6.2.1. Workers Compensation Insurance

Workers Compensation as required by law covering all claims and liabilities in respect of any statute and at common law for the death of or personal injury arising out of the employment of, or in the course of employment of any contractor employee and/or any sub-contractor on or in connection with the Services. The cover for common law liability shall be unlimited in relation to any one accident to any one employee other than as required by statute and unlimited as to the number of claims.

6.2.2. Public Liability and Property Damage Insurance

Public Liability Insurance covering all claims and liabilities in respect of any injury to or death of any person or any damage to, or loss or destruction of any property (including that of the Company) arising out of, in connection with or associated with the performance of the Services by the Contractor or the presence of the Contractor or any of its

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officers, servants, agents, employees or subcontractors on or about the Site, howsoever caused. Insurance shall be for an amount not less than \$20 million any one occurrence and unlimited as to the number of occurrences.

6.2.3. Plant and Equipment

Insurance covering all loss and damage to Contractor's plant and equipment used in connection with this Contract for its market value.

6.2.4. Motor Vehicle Insurance (Comprehensive and Compulsory Third Party)

In respect of all motor vehicles used in connection with this Contract:

- a) Comprehensive Motor Vehicle Insurance for an amount of at least A\$10 million regardless of whether any motor vehicle is licensed as a motor vehicle pursuant to the provisions of any statute;
- b) Compulsory Third Party Insurance (CTP) complying with relevant statutory requirements.

6.3. The insurances referred to in clause 6.2 shall, unless excused by law,:

6.3.1. Be endorsed to include the Company, its officers, employees, agents and representatives as co-insureds or additional insureds;

6.3.2. Include a cross-liability clause whereby the insurers accept the term "insured" as applying to each of the persons comprising the insured as if a separate policy of insurance had been issued to each of them;

6.3.3. Include a clause whereby the insurers waive all express or implied rights of subrogation they may have against the Company, its officers, employees, agents and representatives.

6.4. Adequate insurance cover for Goods includes without limitation:

6.4.1 Transit insurance covering the Goods against all loss or damage while in transit to Site;

6.4.2 Compulsory Third Party Insurance (CTP) covering delivery vehicles and complying with relevant statutory requirements.

6.5. Insurances arranged by the Contractor shall not be varied, cancelled or allowed to lapse during the term of the Contract. If the Contractor fails to comply with this requirement, the Contractor shall be deemed to have indemnified CMT and its directors, officers, employees and agents against all claims, demands, proceedings, costs, charges, expenses and liabilities which would otherwise have been covered by the relevant insurance policy.

6.6. If requested by the Company, the Contractor shall furnish a Certificate of Currency for any of the required insurances to the Company within two (2) working days of such request.

7. INDEMNITY

7.1. If the Contractor or its employees or agents enter the Site, the Contractor acknowledges that it and its employees and agents (where applicable) enter the Site at their own risk. The Contractor shall indemnify and keep indemnified the Company, its employees and agents from and against all losses, liabilities, claims and expenses (including, without limitation, the costs of defending or settling any action or claim) arising out of injury to, or death of, any person or damage to or destruction of property of any person caused directly or indirectly by the supply of the Goods or the performance of the Services or the presence of the Contractor or its employees, agents and sub-contractors on or about the Site including negligence, except where such injury, death or destruction is solely the result of the negligence of the Company, its employees and agents.

7.2. In addition, the Contractor agrees to indemnify the Company against all costs incurred by the Company in the event that the act or omission of the Contractor or its employees or agents results in harm to the environment for which the Company is, or may be, held liable.

8. LAWS AND REGULATIONS

8.1. Unless otherwise agreed in writing, the law governing the Contract and its interpretation is that of Tasmania and the law and forum for the conduct of litigation is that of New South Wales.

8.2. The Contractor shall, at its cost, comply with the provisions of all laws and all lawful requirements and regulations of the Company or of any governmental, public or other statutory authority and any relevant industrial award or workplace agreement in any way affecting or applicable to the Goods and Services from time to time and including, without limitation, the safety of the Goods and Services and of persons on or in the vicinity of the Site, security, the environment, industrial relations and the Site generally. The Contractor agrees that it shall ensure that its employees, agents and sub-contractors agree to be so bound by the obligation contained in this Clause.

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8.3. The Contractor shall obtain all permits, licenses and give all notices required to be given in respect of the Goods and Services and shall pay all requisite fees, deposits, and taxes. The Contractor shall provide evidence of compliance at the request of the Company's Representative.

9. WARRANTY

The Contractor warrants that the Goods and Services and any materials supplied in connection with the Services shall be of suitable quality, consistency and shall comply with any relevant Australian Standards and the Company's requirements communicated to the Contractor and that -

- a) the Contractor has the right to sell the Goods;
- b) the Goods are free from any charge or encumbrance and free from defects in design, performance, materials and workmanship and that if supplied by description the Goods will comply with that description;
- c) the Services will be rendered with due care and skill;
- d) the Goods and Services will be supplied on the basis that the Contractor has the skill, competence, expertise, experience, knowledge, judgment and ability to supply the Goods and Services; and
- e) the Goods and Services will comply with the Order in all respects

Any warranties which the Company may specifically request shall be obtained for the Goods and Services, and the Contractor shall, at its cost, ensure the Company is assigned and has the benefit of any unexpired warranties at the completion of the supply of the Goods or the Services. Any Goods or Services found by the Company's Representative not to be in accordance with the Order, must be remedied by the Contractor at its own expense. If the Contractor fails to remedy any defect in the Goods or Services on request by, and to the satisfaction of, the Company's Representative, then the Company's Representative may remedy that defect at the cost of the Contractor which shall be a debt due and owing to the Company. The warranties provided under this clause also apply to any remediation work performed by the Contractor

10. PERFORMANCE BY CONTRACTOR

10.1. The Contractor must obey and comply with all reasonable demands, decisions and directions of and notices given by the Company's Representative under the Order. Unless otherwise specifically provided in the Order, the Contractor shall supply all labour, tools, equipment, materials, construction power, water, transport, accommodation, toilet facilities and medical care for its workforce, and other services necessary for the Contractor to supply the Goods or complete the Services in accordance with the Order. The Company's facilities will not be available to the Contractor, unless specifically provided in the Order. The Contractor shall supply all Goods and perform all Services as an independent contractor and not as an agent or employee of the Company. The Contractor must ensure that at all times that the Site is kept fit for immediate use, is clean and is in an orderly state.

10.2. The Contractor must immediately remove from the Site any person brought onto the Site by the Contractor to whom the Company's Representative objects and shall thereafter refrain from sending that person to the Site.

10.3. The Contractor must advise the Company's Representative of the name, designation and occupation of all personnel who will perform the Services at the Site at least one day prior to bringing those persons to the Site. Where changes to the personnel are made during the term of the Order, the Contractor shall advise the Company's Representative of such changes promptly and at least one day prior to such changes being effective.

11. CONFIDENTIAL INFORMATION

11.1. All drawings, specifications, know-how and other information relating to the Goods and Services, the Company's operations or affairs obtained by the Contractor from the Company (collectively, the "Information") are confidential to the Company and will remain the property of the Company. Except with the consent of the Company or as required by law, the Contractor must not disclose the Information to any third party.

11.2. The Contractor must not for any purpose take any photographs or make any sketches of the Company's premises, property, leases or operations without the prior written consent of the Company's Representative.

11.3. The Contractor shall ensure that any employee or agent or any other person to whom its supplies Information as permitted by this Clause is bound by terms no less onerous than those contained in this Clause.

11.4. The Contractor indemnifies the Company from all damages, losses, expenses, claims or actions arising out of a breach by the Contractor of any obligation under this Clause 11 or a breach by any other person of any obligation imposed on that person by the Contractor pursuant to this Clause.

11.5. If required by the Company's Representative to do so, the Contractor and its employees and agents shall wear or carry at all times whilst on the Site, badges or passes issued by the Company's Representative or by the Contractor at the direction of the Company's Representative.

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Where applicable, all patterns and drawings supplied by the Company will remain the property of the Company and must be returned in good order and condition on completion of supply of the Goods or Services or on termination or cancellation of the Order. The Contractor must replace free of charge any patterns, drawings or materials which may be lost, damaged or destroyed whilst in the control of the Contractor.

The Contractor grants to the Company the right and licence to use any intellectual property which is in existence before the Order which is required for use of the Goods and Services. All intellectual property rights in respect of any invention, design, technique or other discovery made or developed or any literary work or any other written material, drawing, plan or computer programme made or created by the Contractor in the performance of the Order will vest in the Company on its creation

13. ACCESS TO SITE

The Contractor must obtain the written permission of the Company's Representative before causing or allowing access to the Site by any person for the supply of Goods or Services other than during normal working hours, using or storing explosives, or excavating in and around the Site

14. INSPECTION AND TESTING

The Company's Representative may inspect and test any Goods or Services at any stage of engineering, manufacture, installation or performance and may reject any Goods supplied or Services performed (or being performed) that do not conform to this Order. If required by the Company, the Contractor must re-supply any rejected Goods or remedy any rejected Services at no additional cost to the Company. Any inspection or test shall not relieve the Contractor from the performance of all its obligations in accordance with the Order.

15. SIDE BY SIDE WORK

The Contractor shall permit the performance of work by other contractors or workers at the Site and shall not in any way impede the execution of the doing of work by other contractors or workers simultaneously with the Contractor's work. If the Contractor suffers loss of time or incurs additional cost through interference by any other contractor or workers at the Site, the Contractor shall notify such instances to the Company in writing within 24 hours of occurrence. The Company shall review the situation and discuss the implications and additional expenses (if any) with the Contractor and, in instances where such interference is not caused by any action or inaction of the Contractor, the Company may, in its sole discretion -

- a) Compensate the Contractor for such reasonable additional expenses;
- b) grant an extension of time pursuant to Clause 4.3 above.

16. COMMISSIONING

The Contractor must advise the Company's Representative a minimum of 12 hours before the time of any commissioning and must adhere to standard practices and manufacturer's recommendations in commissioning or otherwise operating the Goods or providing Services.

17. ACCOMMODATION

Where applicable and unless otherwise agreed in writing with the Company's Representative, the Contractor's workforce shall be accommodated at the Contractor's cost.

18. INDUSTRIAL RELATIONS

The Contractor shall be responsible for the conduct of all proceedings, conferences, negotiations and dealings with trade unions and union representatives regarding industrial matters concerning its employees, agents or contractors arising in relation to the supply of the Goods or the performance of the Services, provided always that the Contractor shall keep the Company fully informed of all such matters and no offers of settlement or other agreements which affect the Company shall be finalised with unions without the prior written consent of the Company.

19. PAYMENT & DOCUMENTS SUBMISSION

- 19.1. All invoices shall be in accordance with the terms and conditions of the Order. Unless otherwise agreed in writing, the Contractor shall invoice the Company's Representative for payment after delivery to and acceptance by the Company's Representative of the Goods or after completion and acceptance of the Services. The Company shall pay the Supplier not later than (30) days from the receipt & acceptance of a proper invoice.

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- 19.2. If required by the Company as a condition precedent to payment, the Contractor shall execute a release satisfactory to the Company discharging the Company, its officers, agents and employees of and from all liability, obligation and claims arising out of the Order and the Goods supplied or the Services performed pursuant to the Order.
- 19.3. A proper invoice for the purposes of clause 19.1, is a tax invoice which itemises the Goods and/or Services to which the invoice relates and specifies the order number noted on the Order by which the Goods and/or Services were ordered. Where required under the Contract or where requested by the Company's Representative, relevant original time sheets approved by the Company's Representative and copies of relevant invoices for travel, accommodation and other costs claimed shall form part of a proper invoice,.
- 19.4. All relevant documents including delivery dockets, invoices, etc., should bear the purchase order number clearly.
- 19.5. Where practical, invoices are to accompany the Goods so as to receive the same at Site along with Goods delivered in store.
- 19.6. Where practical Data Sheets, operation & maintenance manuals, lists of accessories, recommended spares & other relevant documents should accompany the Goods so as to receive the same at Site along with Goods delivered in store.
- 19.7. Where practical, Suppliers shall submit all the relevant test certificates /inspection reports along with Goods delivered in store. Such test certificates/inspection reports should certify that all items covered under the Order conform to the Company's requirements & specification. In the absence of such test certificate / inspection reports, the Company shall have an option not to accept such items at stores.

20. GOODS AND SERVICES TAX

Notwithstanding anything else contained within this Contract:

- 20.1. The rates and prices in the Contract shall not include goods and services tax ("GST") and the parties agree that the recipient of a taxable supply shall pay GST as required by law on that supply to the Supplier.
- 20.2. The amounts payable by the Company to the Contractor for the supply of Goods and/or Services under this Contract shall be reduced by the amount of the reduction in any existing applicable taxes, duties or other statutory charges ("Taxes") after the commencement of this Contract.
- 20.3. The Contractor's invoices to the Company which clearly and separately specify the GST component of the total invoiced amount in respect of the Goods and/or Services supplied under this Contract. The Company shall be entitled to withhold payment to the Contractor if this condition is not met.

21. DELAY IN DELIVERY AND LIQUIDATED DAMAGES

If the supply of Goods or completion of Services has not taken place within the time(s) stated, or any approved extension thereto provided under Clause 4 (Time) above, the Contractor shall be indebted to the Company for liquidated damages at the rate of 0.5% (of the Contract Price) for every day thereafter until the Goods are delivered or the Services completed up to the maximum liability of 5% of the Contract Price. The parties agree this is a genuine pre-estimate of the Company's damages in the event of delay.

Once the maximum liability is reached, the Company may cancel or terminate the Contract at its discretion.

If the Supplier delivers part of the Goods which can be usefully employed by the Company, any liability for liquidated damages shall thereafter be reduced in proportion to the value of the Goods delivered.

22. CANCELLATION

Notwithstanding any other provision of these conditions or the Order, the Company may, at its option, cancel the Order for any unsupplied Goods or incomplete Services after giving notice of 5 working days and the Contractor shall not supply those Goods or perform the Services in accordance with and to the extent specified in the notice.

23. TERMINATION FOR DEFAULT

If the Contractor fails to observe any term or condition of the Order, including the Contractor's warranties, or fails to proceed with due diligence so as to endanger completion of the supply of Goods or Services by the time stated in the Order, the Company's Representative may give notice to the Contractor that, unless the failure is remedied within 3 days or such longer period as the Company's Representative may determine from receipt of the notice, the Order may be terminated in whole or in part as determined by the Company. If the failure is not remedied within the period then the Company may by written notice terminate the Contract in whole or in part.

The Company shall have the right to terminate the Order at any time upon written notice to the Contractor where, if the Contractor is a company, an administrator is appointed to the Contractor pursuant to any relevant law or a resolution is passed or court order made for the winding-up of the Contractor or a receiver or manager or a receiver and manager is

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appointed to the assets or undertaking of the Contractor or any part thereof or the Contractor makes an arrangement for the benefit of or enters into a scheme of arrangement or composition with creditors or the Contractor enters into any form of insolvency analogous to the above or where, if the Contractor is an individual, the Contractor becomes or is declared to be mentally or physically incapable of managing his or her affairs, dies or becomes or proceedings are taken for him or her to become an "insolvent under administration" as defined in the *Corporations Act*.

On termination of the Order, the Company will pay the Contractor for the Goods and Services supplied by the Contractor and accepted by the Company as at the date of termination, less any adjustments and deductions for loss or damage suffered, or reasonably likely to be suffered by the Company as a consequence of any breach by the Contractor. The Company may recover any shortfall from the Contractor as a debt due and payable.

Termination of the Order and the remedies set out in the previous paragraph are without prejudice to any rights or remedies (including damages) that the Company may have under the Contract or at law.

24. FORCE MAJEURE

24.1. "Force Majeure" means circumstances beyond the reasonable control of a party to the Contract not able to be avoided by the exercise of reasonable care, or by taking reasonable practical precautions or reasonable practical alternative measures by that party.

24.2. If a party is prevented in whole or in part from carrying out its obligations under the Contract as a result of Force Majeure, it must promptly give a notice to the other party that:

- a) specifies the obligations the party cannot perform; and
- b) describes the event of Force Majeure.

Following such notice, and while the Force Majeure continues, the obligations which cannot be performed because of the Force Majeure will be suspended.

24.3. The party that is prevented from carrying out its obligations under the Contract as a result of Force Majeure must remedy the Force Majeure to the extent reasonably practicable and resume performance of its obligations as soon as reasonably possible.

24.4. Neither party shall be liable to the other for loss or damage, costs or expenses arising from or in connection with Force Majeure nor shall the Contractor be entitled to any increase in the price for the Goods and/or Services.

24.5. In the event that the Force Majeure extends for a continuous period of 30 days or a cumulative period of 30 days over a period of 90 days, either party may give the other 7 days notice of its intent to terminate the Contract and may thereafter terminate the Contract if the Force Majeure is continuing.

25. ASSIGNMENT

The Contractor may not assign, sublet or transfer in whole or in part this Order or money due to the Contractor under this Order, except with the prior written consent of the Company, and any attempt to do so without written consent will be void, will constitute a breach of contract, and will allow the Company in its discretion to cancel the Contract or to terminate the Contract pursuant to Clause 23 (Termination for Default).

26. RECORDS

26.1. The Contractor and its sub-contractors must maintain true and correct records in connection with the Goods or Services and all transactions related to the Goods or Services. The Contractor and its subcontractors must retain the records for a period of not less than 12 months after the date of completion of supply of the Goods or the Services. The Company may from time to time and until 12 months after the date of completion of supply of the Goods or the Services, make an audit of all records of the Contractor and its subcontractors. An audit may also cover the Contractor's procedures and controls with respect to the cost to be reimbursed.

26.2. If the Contractor's compensation under this Order is determined in whole or in part on a reimbursement of costs basis, the costs to be reimbursed shall be only those reasonably necessary to supply the Goods or perform the Services in an efficient manner in accordance with the time schedule (if any) set out in the Order.

26.3. Upon completion of any audit, the Company shall pay the Contractor any compensation due to the Contractor under this Order as shown by the audit. Any amounts by which the total payment by the Company to the Contractor exceed the amount due to the Contractor as shown by the audit shall be a debt due and payable by the Contractor to the Company and at the Company's option may be deducted from any amount of money due or becoming due to the Contractor. The Contractor must provide all reasonable assistance to the Company to assist the Company in conducting the audits.

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27. COMMISSIONS

No director, employee, or agent of the Contractor or of any subcontractor shall give or receive any commission, fee rebate, or gift or entertainment of significant cost or value in connection with the Goods or Services or enter into any business arrangement with any director, employee or agent of the Company or any affiliate other than as a representative of the Company or its affiliate, without the Company's prior written approval.

28. INTELLECTUAL PROPERTY RIGHTS

The Contractor shall indemnify the Company and its affiliates from and against any loss, damage, injury, cost (including solicitor's costs) and claims thereof for any intellectual property infringement resulting directly or indirectly from the Contractor's provision of the Goods or performance of the Services including provision of material and designs by the Contractor and use of tools and other equipment by or for the Contractor in connection with the provision of the Goods or supply of the Services by the Contractor.

29. LIENS

The Contractor shall not claim any liens, attachments or similar claims in connection with the Goods or the Services and shall defend and indemnify the Company against any liens, attachments or other similar claims arising out of or in connection with this Order.

30. SEVERABILITY

If any provision of this Order is voidable or unenforceable, the provision will be severed and the rest of the Order shall remain in full force and effect.

31. WAIVERS

Any waiver or modification of any provisions of this Order is valid only if it:

- a) is issued in writing by the Company's Representative and shall apply to a particular occasion only;
- b) is restricted to its written terms; and
- c) does not constitute a waiver or modification of any other provision of the Order.

32. SITE RULES**32.1. General**

The Contractor shall ensure that its employees, and those of its Subcontractors working on the Site obey all rules applicable to the Site.

32.2. Safety

- 32.2.1. The Contractor shall follow the Company's Occupational Health, Safety and Environmental (OHSE) Standard (CMT-SOP-010). The Contractor shall ensure that safety measures as recommended and stipulated in the standard are adhered to and shall take all safety pre-cautions while work is under progress and also ensure that their employees do not perform any unsafe or hazardous practice. The Contractor will ensure that they work in such a manner so that it does not become obstruction to any other activity.
- 32.2.2. The Contractor shall provide a documented Safety Management System as stipulated in section 7.1.4 of CMT-SOP-010 and defined in the Mines Work Health and Safety (Supplementary Requirements) Act 2013. The Contractor shall complete and submit a "CMT-SOP-010 Contractor Management SMS Compliance check sheet" (Annex III) to the Company Representative prior to the commencement of the job.
- 32.2.3. The Contractor shall comply with the Work Health and Safety Act 2012 and Work health and Safety regulations 2012.
- 32.2.4. Risk assessments shall be completed prior to the commencement of all jobs - Identified controls and instructions identified during the risk assessment are to be provided to the worker in the form of a Job Hazard Analysis (JHA), and/or appropriate Company permits and/or a standard work procedure (SOP) or standard work instruction (SOI). All work must be performed under the supervision of authorised and experienced supervisors. A dedicated supervisor must be appointed at each work site. Supervisors experience credentials are to be submitted to the Company and only authorised supervisors are to initiate work activities.
- 32.2.5. The Company has the right to object to unsafe practice as followed by the contractor and direct him to carry out the job in a manner as considered safe. The Contractor shall be solely responsible for the consequence / penalties arising out of non-compliance or violation of safety rules/regulations.

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32.2.6. The Contractor shall be responsible for reporting all injuries, property damage, minor and major incidents, near misses, hazards, environmental incidents or hazards, and unsafe acts or conditions to the immediate supervisor and the Company's Occupational Health and Safety team (Emergency Control Centre: 03 6471 4111) immediately or prior to the end of the current shift.

32.2.7. In the event that any Contractor's personnel violate any obligation under this clause the Company's Representative may direct that the person be removed from Site and the person's Site access card shall be cancelled or suspended until further notice. In such circumstances, the Contractor shall liaise with the Company's Representative regarding replacement of such personnel.

32.3. Firearms

The Contractor shall ensure that no firearms are brought onto the Site. Any firearm found on Site will be immediately confiscated by the Company.

32.4. Alcohol and/or drugs

Alcohol or drugs shall not be brought onto the Site under any circumstances. Individuals under the influence of alcohol or drugs are not permitted on the Site. Contractors and their employees can be randomly tested for drugs or alcohol in line with the Company policy.

33 ENVIRONMENTAL PROTECTION**33.1 General**

All precautions shall be taken to minimise any adverse environmental impact from the work.

33.2 Environmental

The Contractor is to:

- (a) Familiarise itself with and comply with any environmental laws relating to the supply of the Goods and Services and is to comply instructions issued by the Company Representative.
- (b) Dispose of garbage and other litter in a manner consistent with sound health, conservation and environmental practices.
- (c) Avoid spillage of petroleum products and other noxious materials. Restoration work required due to such spillage's shall be at the Contractor's expense and carried out to the complete satisfaction of the Company Representative.
- (d) Inform the Company of any chemical substances, such as foaming agents, that the Contractor intends to use in the Services. For any such chemical substances, the Contractor shall supply to the Company appropriate safety data sheets, as provided by the manufacturer of the chemical substances. Such safety data sheets shall be supplied prior to the commencement of work. The Company reserves the right to restrict or prohibit the use of any chemical substances in the works.
- (e) Carry out dust suppression activities to the complete satisfaction of the Company Representative.
- (f) Ensure the use of water, compressed air and electrical power is minimised wherever possible.

34. DISPUTE RESOLUTION

If a dispute arises between the Company and the Contractor in connection with the Order then either party may notify the other party in writing of the dispute and provide details of the dispute ("**Notice**"). Within 14 days of service of a Notice the Company's Representative and the Contractor's Representative must meet and, in good faith, attempt to resolve the dispute. The dispute may only be litigated if it is not resolved under this clause within 28 days of service of a Notice.

The parties must continue to perform their respective obligations under the Contract notwithstanding the existence of a dispute.

35 NON MERGER

The covenants and indemnities of the parties under these Terms and Conditions shall not merge upon termination or completion of the Order

36 SUPPLIER CODE OF CONDUCT

This Supplier Code is applicable to all Suppliers' ('Suppliers' here in refers to suppliers / vendors / agents / consultants / contractors/ joint venture partners / third parties) who have business relationship with Vedanta' (Vedanta herein refers to the company and any its subsidiaries).

The Suppliers

- Shall ensure compliance to all governmental norms local & international on Statutory Compliances such as. Environment Protection, Minimum Wages. Child Labour. US Foreign Corrupt Practices Act, UK Bribery Act, Anti-Bribery, Corruption, Health & Safety and applicable local laws etc.
- Shall follow all Environment Health & Safety and other operational policies of the Company while executing the work under this agreement / contract at company site.
- Shall not take any recourse to any unethical behaviour (implicit or explicit) with any employee of Vedanta for the purpose of obtaining an order or any information that may result in a favourable financial impact more specifically:
- Shall not offer or accept bribe or use other means of obtaining undue or improper advantage. No Supplier, or its representatives or employees, shall offer to any employee of Vedanta a kickback, favour, gratuity, or anything of value to obtain favourable treatment or for the advancement of business.
- Shall not take any advantage of any family / social / political connections in obtaining favour with regard to any order merit shall be the sole attribute for association with Vedanta.
- Shall not offer any gift or entertainment for the purpose of obtaining an order or any undue favour (also refer the Gift Policy of Vedanta which is uploaded on company website).
- Shall forthwith report any unethical activity or discrimination if practiced by any Vedanta employee/ other suppliers as per Vedanta whistle blower policy (uploaded on the company website)
- Shall desist from unfair trade practices with your competitors who are also associated with Vedanta
- Shall protect / not infringe with any Vedanta intellectual property/information / technology which comes to your knowledge during the course of your business relationship / dealings with Vedanta.

Vedanta expects its suppliers to comply with the conditions of the Supplier Code in letter and spirit. It is the Suppliers responsibility to read and understand the contents of Vedanta s Supplier Code and Code of Conduct & Business Ethics policy and agree to uphold its values during your business association with Vedanta.

Please contact the concerned Commercial Manager/Finance Manager if you have any questions about the supplier code. The covenants and indemnities of the parties under these Terms and Conditions shall not merge upon termination or completion of the Order

II CONTRACTOR MANAGEMENT SMS COMPLIANCE CHECK SHEET

CMT-SOP-010 Contractor Management		Contract Company Name:		
Ref	CMT SMS Section Requirement	CMT SMS Procedure	Ref	Contractor SMS Equivelant
7.01	Contractor Management Overview	CMT-SOP-010 Contractor Management		
7.02	Leadership	CMT-SOP-014 Leadership		
7.03	Risk Management	CMT-SOP-003 Risk Management		
7.04	Management of Work Processes	CMT-SOP-006 Management of Work Processes		
7.05	Accident / Incident Reporting and Investigation	CMT-SOP-011 Incident Reporting and Investigation		
7.06	Emergency Preparedness and Procedure	CMT-SOP-009 Emergency Procedures (007 & 008)		
7.07	Safety Performance	CMT-SOP-016 Safety Performance		
7.08	Induction, Training and Supervision	CMT-SOP-005 Induction, Training and Supervision		
7.09	Sub Contractor Management	(CMT-SOP-010 Contractor Management)		
7.10	Occupational Health	CMT-SOP-004 Occupational Health Procedure		
7.11	Environmental Requirements	ENV-SOP-900 CMT Environmental Management Policy		
7.12	Specific Requirements and Responsibilities	Heading only		
7.13	Site Access and Security	CMT-SOP-015 Site Entry and Security Procedure		
7.14	Alcohol and Other Drugs	CMT-SOP-101 Fitness for Work (Alcohol and Drugs)		
7.15	Smoking	CMT-SOP-040 Tobacco Smoke Free Workplace Procedure		
7.16	Personal Protective Equipment	CMT-SOP-025 Personal Protective Equipment Standard		
7.17	Isolation & Tag Out Procedure	CMT-SOP-012 Isolation and Tag Out Procedure		
7.18	Working at Heights	CMT-SOP-023 Safe Working at Heights		
7.19	Working In Confined Spaces	CMT-SOP-022 Confined Space Entry		
7.20	Working in Remote Areas	CMT-SOP-015 Site Entry and Security Procedure		
7.21	Hazardous Substances	CMT-SOP-020 LDSL & Hazardous Substances MS		
7.22	Portable Electrical Equipment	CMT-SOP-015 Site Entry and Security Procedure		
7.23	Register of Amendments	Heading only		