

DENISON GAS

Purchase Order Terms and Conditions

Notes for users:

For goods and services up to and including AU\$100,000 other than:

- *Rental items*
- *Downhole equipment or services*
- *Supplies from countries other than Australia*

PURCHASE ORDER TERMS AND CONDITIONS

1. Contract

- 1.1. Except as provided in Clause 1.3, an electronic purchase order generated by Company (“**Purchase Order**” or “**PO**”) and provided to Supplier incorporates these PO Terms and Conditions (“**PO Terms**”), and together with any document expressly incorporated into or attached to the PO (such as specifications), constitutes the Contract.
- 1.2. In consideration of Company agreeing to pay the Price to Supplier, Supplier must supply the Goods and/or provide the Services in accordance with these PO Terms.
- 1.3. Where this PO relates to the supply of Goods and/or the provision of Services under an existing contract between the Parties, the PO forms part of the existing contract and these PO Terms prevail to the extent of any inconsistency or ambiguity between the PO terms, and any other document which forms part of the existing contract.
- 1.4. Where there is no existing contract between the Parties in respect of the supply of the Goods and/or the provision of Services, Supplier’s actions in commencing to supply such Goods and/or Services constitutes Supplier’s acceptance of these PO Terms and forms a Contract.
- 1.5. To the extent permitted by Law, all Supplier terms and conditions are excluded, and do not form a part of the Contract.
- 1.6. The Contract may only be varied by the Parties in writing, and signed by each Party’s authorised representative(s).
- 1.7. Supplier acknowledges that Company has prepared these PO terms and has entered into the Contract for its own benefit and where applicable, in its capacity as the operator of a joint venture to which the Goods and/or Services relate.

2. Supply of Goods and Services

- 2.1 Supplier must:
 - (a) supply the Goods and/or provide the Services according to the Contract and good industry practice;
 - (b) act in a proper and efficient manner, using a standard of skill, diligence, prudence and foresight that would be reasonably expected from an experienced supplier;
 - (c) comply with the reasonable directions of Company, including for the provision of information and reports relating the performance of the Contract;
 - (d) comply with all applicable Laws and conduct itself in an ethical and honest manner;
 - (e) comply with Company’s code of conduct for suppliers, and relevant Company policies and procedures;
 - (f) act in Company’s best interests and not do anything which may harm the Company’s reputation or goodwill;
 - (g) provide all necessary equipment, materials, consumables, fuel, water, supplies and resources required to supply the Goods and/or perform the Services;

- (h) ensure that Goods supplied and/or Services provided, when completed, are fit for purpose;
- (i) deliver the Goods and/or Services for the Price, by the delivery date (including all relevant documentation, including but not limited to, operations manuals), and to the delivery points set out in the PO at its own cost, unless otherwise agreed or specified; and
- (j) ensure that Company has the full benefit of any manufacturer’s warranties that may be applicable to the Goods and pursue manufacturer’s warranties on the Company’s behalf if Company so requests.

3. Delivery, Acceptance & Testing

3.1 Delivery: Supplier must:

- (a) deliver the Goods and any Delivery Document to the delivery address specified by the required date;
- (b) label the Goods with the PO number, delivery address, contents and weight;
- (c) ensure that any hazardous or dangerous items are
 - (i) clearly and obviously marked with the appropriate internationally accepted danger symbols and in accordance with relevant codes and regulations; and
 - (ii) display the name of the material, safety data sheets and emergency instructions in English.

3.2 Title: Title to Goods supplied by Supplier, except rental items, will pass to Company upon the earlier of:

- (a) Payment by Company for those Goods; or
- (b) incorporation of those Goods into any other goods or property of Company.

3.3 Risk: Risk in any Goods supplied by Supplier will pass to Company upon the earlier of:

- (a) title in those Goods passing to Company; or
- (b) Company taking physical custody or control of those Goods.

3.4 Testing: Upon reasonable notice, Company may attend Supplier’s premises to inspect and test the Goods or witness Supplier’s tests. Supplier must provide Company with all necessary information and assistance in this regard and, if requested, must provide originals of certifications of inspections and test results. Satisfactory inspection and testing do not relieve Supplier of its obligations under the Contract.

3.5 Excess Goods: Any Goods delivered in excess of the quantity ordered may be returned at Supplier’s cost. In this event, risk will revert to Supplier upon return of the Goods, and title will revert to Supplier upon reimbursement of Company’s costs and any payment in respect of such Goods.

4. Price, Payment and Invoicing

4.1 Price: A price specified in a Purchase Order (**Price**) is fixed and exclusive of GST, unless stated otherwise. Prices include all costs that Supplier incurs in delivering the Goods and/or Services, unless stated otherwise.

4.2 Estimates: If the PO specifies an estimated price, Supplier warrants that it is a genuine and reasonable estimate. Unless Company agrees otherwise in writing signed by its authorised representative(s), the price will be the actual cost of

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the Goods and/or Services supplied, up to a maximum cost of 110% of the estimated price.

4.3 **Invoicing:** On delivery of the Goods and/or completion of the Services, or as otherwise specified in the PO, the Supplier may submit an invoice which:

- (a) is a valid tax invoice and sets out the amount of applicable GST;
- (b) refers to the PO and reference numbers for remittance of Company's payment;
- (c) provides sufficient details of the Goods and/or Services supplied; and
- (d) is supported by such evidence as Company may reasonably require to verify the supply.

Invoices and supporting documentation must be sent to the Company by email to the following email address:

invoices@denisongas.com.au

Correctness of invoice: By submitting an invoice, the Supplier represents and warrants that the Goods and/or Services have been supplied according to the Contract and that the amounts invoiced are true and correct.

4.4 **Payment:** Company will pay all undisputed amounts within 30 days of receiving a correct invoice, subject to any right to withhold or set off under the Contract or at Law.

4.5 **GST:** If the supply is a Taxable Supply within the meaning of the GST Act, Company will pay the Supplier an amount equal to the GST payable to the Supplier upon receiving from Supplier, a valid tax invoice or an adjustment note.

5. Warranties

Supplier represents and warrants to Company as follows:

- 5.1 **Information:** All information in brochures, quotes or tenders relating to the Goods and/or Services supplied under the PO is accurate.
- 5.2 **Licences:** It holds and will maintain all licences, permits and authorisations required to supply the Goods and/or provide the Services pursuant to the Contract.
- 5.3 **Goods:** Any Goods supplied:
 - (a) are free from all defects relating to materials, workmanship, design and performance;
 - (b) are of merchantable quality and fit for their specified purpose and if not specified, for their ordinary purpose;
 - (c) are free from all liens and encumbrances;
 - (d) are in good working order and condition;
 - (e) are new and not second hand, unless specified by Company; and
 - (f) will be packed, stored and transported as required by Company and all applicable Laws and the Contract.
- 5.4 **Services:** The Services will be performed with due care and skill, in a professional, safe and efficient

manner, by suitably qualified and experienced personnel.

5.5 **Third Party Rights:** No other person's rights, including Intellectual Property Rights, are infringed by the supply of the Goods, the provision of the Services, or Company's use of such Goods and/or Services.

The warranties in Clause 5 are in addition to any warranties contained in the PO, any other document expressly incorporated into or attached to the PO and forming the Contract, or provided by Law, Supplier or any third party.

6. Health, Safety and Environment

Supplier must:

- (a) comply with all health and safety laws and any health or safety policy or procedure issued by a governmental authority, a government in Australia or Company from time to time;
- (b) comply with any environmental policies, plans, codes of practice, authorisations, procedures or directions issued by a governmental authority, a government in Australia or Company from time to time;
- (c) prohibit the use of illicit drugs and excessive alcohol by its Personnel and ensure that its Personnel are aware that possession and use of illicit or unauthorised substances and associated items are prohibited at all Company sites, including delivery points; and
- (d) immediately notify Company, verbally and in writing, of all work health, safety and environment related incidents and near miss events that occur at any Company site or in the course of supplying the Goods and/or Services.

7. Land Access

Supplier acknowledges that access to land must only occur pursuant to Company's land access rules and conditions and in accordance with the requirements for such access under the applicable Laws. For land located in Queensland, this includes the Land Access Code 2016 issued by the Queensland Department of Resources.

8. Subcontracting and Personnel

- 8.1 Supplier is an independent contractor. The Contract does not create a joint venture, trust, partnership, employment or agency.
- 8.2 Supplier is not authorised to enter into contracts with third parties on Company's behalf.
- 8.3 Supplier must not make public announcements in relation to the Contract.
- 8.4 Supplier must not subcontract, assign, novate or otherwise transfer any rights or obligations under the Contract
- 8.5 The Supplier must not register any security interest in relation to the Contract against Company.
- 8.6 Supplier must not engage a subcontractor in relation to the Contract without the prior written approval of Company, which shall not be unreasonably withheld.

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- 8.7 Supplier and its Personnel engaged in supplying the Goods and/or Services must:
- complete inductions required by Company prior to commencing performance of the Services;
 - comply with all procedures and rules for access to Company sites; and
 - use its best endeavours not to interfere with Company's other activities on site.
- 8.8 **Labour Hire Licensing Act 2017 (Qld)** ("LHL Act"): If the Supplier is required to hold a licence under the LHL Act and at any time does not hold a valid licence, has its licence suspended or cancelled, or in Company's reasonable opinion, is in breach of the LHL Act, Company may terminate the Contract by written notice to Supplier, with immediate effect. Supplier shall indemnify, defend and hold Company harmless from and against all claims, damages, losses, costs and liability whatsoever, arising out of in connection with the Supplier's obligations under the LHL Act.
- 9. Defects**
- 9.1 **Defects Liability Period:** Clauses 9.2 to 9.3 apply:
- in respect of Goods, for a period of 24 months from the date of delivery of the Goods;
 - in respect of Services, for a period of 12 months from the last date on which the Services are performed.
- 9.2 **Supplier to rectify:** During the Defects Liability Period, the Supplier must promptly rectify all Defects in the Goods and/or Services at its cost by either:
- repairing the defective Goods;
 - replacing the defective Goods;
 - re-performing the defective Services; or
 - any combination of the above.
- Goods or Services made good are subject to a Defects Liability Period commencing on the date that Supplier rectified the Defect.
- 9.3 **Company notified Defects:** In addition to clause 9.2, if Company finds any Defect in the Goods and/or Services during the Defects Liability Period, Company may notify Supplier in writing of the Defect and require Supplier to rectify the Defect within a reasonable period.
- 9.4 **Rectification by Company:** Where Company reasonably considers that the Defect does not meet the Contract requirements, or gives rise to unsafe conditions, Company may take steps to rectify the Defect. The costs and expenses incurred in doing so will be a debt due and payable by Supplier to Company.
- 9.5 **No Waiver:** Company's rights under this clause 9 do not affect Supplier's obligations under the Contract or any of Company's rights under the Contract or at Law, including its rights to seek compensation for loss or damage suffered as a result of Supplier's failure to fulfil its obligations.

10. Insurances

Unless stated otherwise in the PO, Supplier must hold the following insurances throughout the term of the Contract:

- 10.1 Public liability insurance for not less than A\$10 million per occurrence;
 - 10.2 Workers' compensation insurance as required by Law;
 - 10.3 Comprehensive motor vehicle insurance for not less than A\$10 million per occurrence;
 - 10.4 Insurance on all Supplier's property utilised in performing the Contract;
 - 10.5 Product liability relating to the Goods, including product recall cover, for not less than A\$10 Million per occurrence; and
 - 10.6 Any other insurance reasonably required by Company.
- When requested, Supplier must promptly provide Company with certificates of currency for insurances required by this clause.

11. Allocation of Risk and Liability

- 11.1 Supplier is responsible for and will indemnify, defend and hold harmless Company Group from all claims, liabilities, loss or damage arising from Supplier Group's negligence, Wilful Misconduct, or breach of Supplier's obligations to Company under the Contract, except to the extent caused by the negligence or Wilful Misconduct of Company.
- 11.2 **No Consequential Loss:** Save for any liability arising from:
- a deliberate breach by it of the Contract or any Wilful Misconduct; or
 - damage to the property of a third party, personal injury or death of any person or infringement of the intellectual property rights of a third party caused by its breach or negligent act or omission, neither Party will be liable to the other Party for any Consequential Loss suffered or incurred by the other Party in connection with these PO Terms.
- 11.3 Each indemnity given in the Contract is a continuing and separate obligation and survives the expiry or termination of the Contract. Each indemnity is held on trust by Company for its Affiliates and may be enforced by Company for their benefit.

12. Intellectual Property

Supplier grants Company a non-exclusive perpetual royalty free licence to use all Intellectual Property Rights to the extent that they are incorporated in Goods and/or Services supplied to Company for the purpose of allowing Company and any of its joint venturers to enjoy, utilise and obtain the benefit of the Goods and/or Services.

13. Confidentiality

- 13.1 Each Party must keep Confidential Information disclosed to it by the other Party confidential.
- 13.2 Supplier may make use of Confidential Information disclosed to it solely for the purposes of performing

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its obligations under the Contract. Supplier must return the Confidential Information to Company at the expiry or termination of the Contract.

- 13.3 Company may make use of Confidential Information for the purpose of allowing Company and its joint venturers to enjoy, utilise and obtain the benefit of the Goods and/or Services.
- 13.4 A Party may disclose Confidential Information of the other Party to its directors, officers, employees and professional advisers who have a need to know and are aware of the Party's obligations under this clause.
- 13.5 Clauses 13.1 to 13.4 do not extend to:
- information that a Party gains independently and lawfully and without an obligation of confidence;
 - information which is publicly available otherwise than as a result of the breach of this Contract; or
 - information that a Party is required by Law, court order or the rules of its stock exchange to disclose.

14. Termination

14.1 **Upon events:** The Contract terminates immediately upon any of the following events:

- Supplier is unable to pay its debts when they are due or is subject to insolvency or bankruptcy proceedings; or
- Supplier ceases to carry on business, is liquidated or de-registered.

14.2 **For convenience:** Company may terminate the Contract for convenience at any time, without cause, by giving not less than 7 days written notice to Supplier. Subject to Supplier taking immediate steps to minimise the costs to Company, Company must pay the Price of Goods and/or Services completed and delivered by Supplier up to the date of termination. Company is not liable of any other loss or damage.

14.3 **Notice of Intention to Suspend or Terminate:** Company may give written notice of its intention to suspend or terminate the Contract at the expiry of 14 days from the date of the notice in any instance listed below, unless Supplier has taken adequate steps to address or remedy the matters raised in Company's notice before the expiry of that period:

- there is a change in control of the Supplier;
- the Supplier or its Personnel breach an essential term of the Contract;
- the Supplier or its Personnel fail to comply with safety, health and environmental policies or procedures, including Company's operations or site procedures;
- in Company's reasonable opinion, the conduct of the Supplier or its Personnel in relation to this Contract, is endangering the health and safety; or
- Supplier breaches an essential term of the Contract.

15. General

15.1 Supplier must comply with the *Modern Slavery Act 2018 (Cth)* and any relevant regulations or ancillary legislation published in respect of the above or any similar modern slavery legislation in

another jurisdiction.

- 15.2 Supplier warrants that it will conduct its business in a manner to reduce the risk of modern slavery in its operations and supply chains.
- 15.3 Supplier warrants that the Supplier and, to the best of its knowledge and belief having made reasonable enquiries, its supply chain, have not been convicted of any offence involving modern slavery.
- 15.4 Supplier must immediately notify the Company if it becomes aware of any actual, potential or perceived modern slavery in its operation or its supply chain.
- 15.5 The Contract is governed by the Laws of Queensland and each Party unconditionally submits to the non-exclusive jurisdiction of the courts of that State.
- 15.6 Any term of part of the Contract which is illegal or unenforceable may be severed and the remaining provisions continue in force.
- 15.7 A waiver of any breach of the Contract is not intended to be a waiver of any subsequent breaches. Rights and remedies in the Contract are in addition to all other rights and remedies available at Law.
- 15.8 The Contract constitutes the entire agreement between the Parties.

16. Definitions

Capitalised terms used in these PO Terms have the meanings below unless defined elsewhere in these PO Terms.

Affiliate: an entity that is (a) a controlling company; (b) a controlled company; or (c) a controlled company of a controlling company, where one entity **controls** another when at the relevant time: (i) it owns either directly or indirectly or is otherwise in a position to control at least 50% of the shares entitled to vote at the general meetings of that other entity; or (ii) it controls the composition of a majority of the board of that other entity. **Company:** Denison Gas (Queensland) Pty Ltd ACN 616 105 643.

Company Group: Company and its co-venturers (if any) and their respective Affiliates and Personnel.

Confidential Information: information in any form that relates to the business operations and affairs of a Party (such as commercially valuable information, drilling data, technical data), or which is by its nature confidential, or is designated as confidential by that Party.

Consequential Loss: means loss of production, loss of profit or anticipated profit, loss of opportunities or any special, exemplary or punitive damages.

Contract: means the agreement between Company and Supplier for the supply of Goods and/or the provision of Services, and includes, but is not limited to, these PO Terms.

Defect: any aspect of the Goods and/or Services are not in accordance with the Contract or are damaged, deficient, faulty or inadequate in design, performance, workmanship, quality or make up of the Goods and/or Services.

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Law: means any applicable statutes, by-laws, regulations, rules, orders, ordinances, principles of law or equity, as amended or in force from time to time.

Party: Company or Supplier and **Parties** means Company and Supplier.

Personnel: the directors, officers, employees, agents, contractors and representatives of a Party

Services: the services identified in a PO, specification or other document to be provided by Supplier to Company.

Supplier: an entity supplying goods and/or providing services to the Company.

Supplier Group: Supplier, its subcontractors at any tier, its and their Affiliates and their respective Personnel.

Wilful Misconduct: a deliberate act or omission, the consequences of which are foreseen or foreseeable, that was intended to cause harm to people, property, or the environment.

Delivery Document: a bill of lading or such other document required as proof of delivery.

Goods: all items identified as goods in the PO, specification, or other document provided by Supplier.

GST: goods and services tax.

Intellectual Property Rights: all copyright and analogous rights (including moral rights), all rights in relation to inventions (including patents), registered and registered trademarks and service marks, registered designs, confidential information, trade secrets, know-how, circuit layouts and all other rights resulting from intellectual activity in industrial, scientific or artistic fields.