



General Purchase Order Terms and Conditions

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The following Purchase Order Terms and Conditions apply to Ramelius Resources Ltd, and each of its subsidiaries.

1. SUPPLY OF GOODS AND/OR SERVICES

You must supply the Goods and/or Services to us in accordance with the Purchase Order (which includes these General Purchase Order Terms and Conditions).

2. CONDITIONS AS TO QUALITY AND DESCRIPTION OF THE GOODS AND/OR SERVICES

2.1 The Goods and/or Services must match the description (including Performance Criteria).

2.2 If you gave us a sample of the Goods before we issued the Purchase Order, the Goods must correspond with the sample in addition to matching the description.

2.3 If you provided us with a demonstration of the Services before we issued the Purchase Order, the Services must correspond in nature and quality with the Services demonstrated.

2.4 If you showed us a result achieved by the Services before we issued the Purchase Order, the Services must correspond in quality with the services that achieved that result.

2.5 The Services must be performed by appropriately qualified, competent, skilled, experienced and professional personnel and must be rendered with due care and skill.

2.6 The Goods and/or Services must comply with any applicable legislation and relevant standard of Standards Australia Limited, and must be supplied with copies of all material safety data sheets for dangerous Goods.

2.7 The Goods and/or Services must be fit for the purpose for which Goods and/or Services of the same kind are commonly supplied or bought and for any other purpose which we make known to you.

2.8 The Goods must be new and of merchantable quality (unless otherwise specified in the Purchase Order).

3. DELIVERY

3.1 Unless otherwise specified, you are responsible for ensuring that the Goods are properly packed and delivered to the place (within the time period) specified in the Purchase Order.

3.2 You must include a packing list in each package of Goods delivered.

4. INSPECTION AND ACCEPTANCE

4.1 We must have a reasonable time to inspect the Goods after delivery, Installation and Commissioning. Payment for the Goods or the signing of delivery receipts before inspection does not constitute acceptance of the Goods.

4.2 You must provide to us, at our request, progress reports on the performance of the Services. A progress report must be detailed enough to allow us to ascertain whether the Services are in conformity with this Agreement.

4.3 At any time during the performance of the Services we may inspect or witness tests on the Services or their results.

4.4 If upon inspection we find any Goods to be Defective Goods and/or any Services or their results to be Defective Services, we may, at our option:

- a) reject the Defective Goods by returning them to you or requiring you to remove them at your cost;
- b) reject the Defective Services by notifying you that we are rejecting them;
- c) repair the Defective Goods; or
- d) make good the Defective Services.

4.5 We may reject and return to you any Goods which are not in conformity with this Agreement even if we have accepted or paid for those Goods.

4.6 We may reject any Services which are not in conformity with this Agreement even if we have accepted or paid for those Services.

4.7 You must reimburse us for any expenses we incur in returning or repairing Defective Goods and/or in making good Defective Services.

4.8 You must refund to us, when requested, any payments made by us in respect of Goods and/or Services which we reject.

5. PERFORMANCE OF THE SERVICES

5.1 You must, in performing the Services:

- a) use your best endeavours not to interfere with any of our activities, or the activities of any other person, on our premises;
- b) comply with, and ensure that your employees, agents, contractors and subcontractors comply with:
 - i. all applicable laws, regulations and industrial awards and agreements;
 - ii. all safety, health and environment guidelines, rules and procedures provided to you by us; and
 - iii. all reasonable directions and orders given by our representatives; and
- c) ensure that our premises are left secure, clean, and orderly and fit for immediate use.

6. TITLE AND RISK

6.1 Title to and risk in the Goods does not pass to us until:

- a) we take delivery of the Goods; and
- b) we inspect and accept the Goods.

6.2 You warrant that:

- a) you have complete ownership of the Goods free of any liens, charges and encumbrances and will provide the Goods to us on that basis; and
- b) we will be entitled to clear, complete and quiet possession of the Goods.

7. PRICE

7.1 We agree to pay you the Price in accordance with the Purchase Order and this Agreement for the Goods and/or Services.

7.2 The price is inclusive of all costs incurred by you in supply of the Goods and/or performance of the Services including all charges for packaging, packing, insurance, delivery, Installation and Commissioning, and training (as required) in respect of the Goods in accordance with this Agreement and the cost of any items used or supplied in conjunction with the Services. The Price is also inclusive of all Taxes except GST (unless the Price in the Purchase Order is expressly stated to include GST).

7.3 The Price may not be increased without our prior consent. We have the right to refuse to give our consent.

8. INVOICING AND PAYMENT

8.1 You must submit invoices to us:

- a) upon delivery of the Goods; and/or
- b) at the completion of the Services, unless the Purchase Order states that progress payments are to be made; or
- c) where progress payments are to be made for the provision of Services, at the end of each calendar month (or other period specified in this



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- Agreement) for Services performed by you in that month or that period (as the case may be).
- 8.2 When submitting your invoice under clause 9.1 you must provide us with all relevant records to enable us to calculate and/or verify the amount of the invoice.
- 8.3 Subject to clause 16.3, we will pay all invoices rendered to us by you under clause 9.1 within the time agreed by us, except where we dispute the invoice, in which case:
- we will pay the undisputed part of the relevant invoice (if any) and dispute the balance; and
 - if the resolution of the dispute determines that we are to pay an amount to you, we will pay that amount upon resolution of that dispute.
- 8.4 No interest will be payable by us in respect of any invoice rendered to us by you under clause 9.1 which remains due and unpaid.
- 8.5 We may reduce any payment due to you under this Agreement by any amount for which you are liable to us, including costs, charges, damages and expenses. This does not limit our right to recover those amounts in other ways.
- 8.6 Unless otherwise agreed, any money payable to you is to be paid in Australian currency.
- 8.7 If the Purchase Order involves the supply of Services on a cost plus or per hour basis we have the right to conduct an audit of the basis of your charges using your records. This right continues for 12 months after we pay the relevant invoice.
- 9. TERMINATION**
- 9.1 Either Party may immediately terminate the Purchase Order by notice in writing to the other Party if the other Party:
- does not carry out its obligations under the Purchase Order and such breach is not remedied within 30 days of notice being given to the Party to remedy the breach;
 - breaches any law relating to the supply of the Goods or services; (c) becomes insolvent;
 - enters into voluntary administration;
 - has a receiver or receiver & manager appointed to any of its assets; or
 - is convicted of a criminal offence.
- 10. INDEPENDENT CONTRACTOR**
- Both Parties acknowledge that you are our contractor and not our agent or employee.
- 11. WARRANTIES**
- 11.1 You warrant that the Goods and/or Services will:
- be free from any defect or failure in design, performance, workmanship and makeup;
 - be rendered with due care and skill and be of high quality and workmanship and otherwise satisfactory;
 - not infringe or contribute to the infringement of any Intellectual Property Rights;
 - conform to the applicable specifications and warranties; and
 - conform with this Agreement for the Warranty Period.
- 11.2 You warrant that the Goods and/or Services will conform to the Performance Criteria for the duration of the Warranty Period.
- 11.3 Installation and Commissioning of the Goods (if required) will be performed by you in accordance with the specifications and all relevant Australian standards and codes of practice or (in the absence of any such standard or code) in accordance with generally accepted industry best practice.
- 11.4 The Installation and Commissioning of the Goods by a third party supplier does not and will not void or limit any of the warranties contained in this Agreement.
- 11.5 If, during the Warranty Period, we find any of the Goods to be Defective Goods and/or any of the Services or their results to be Defective Services, we may, at our option:
- return the Defective Goods to you;
 - require that you remove the Defective Goods at your cost;
 - reject the Defective Services by notifying you that we are rejecting them;
 - make good the Defective Goods; or
 - re-perform or make good the Defective Services.
- 11.6 At our option and request, you must:
- repair free of charge or, at our option, replace free of charge any Defective Goods;
 - re-perform free of charge or make good free of charge any Defective Services that we reject;
 - reimburse us for any expenses we incur in making good any Defective Goods and/or Services, during the Warranty Period.
 - refund us the Price in full.
 - goods
- 11.7 Any:
- repairs or replacement Goods provided by you under this clause are subject to the same warranty as the original Goods, as from the date of repair or replacement; and/or
 - defective Services that are re-performed or made good by you under this clause are subject to the same warranty as the original Services, as from the date of re-performance or the date on which the Defective Services were made good.
- 11.8 You are not liable for any defect or fault in the Goods and/or Services that is caused by our negligence or the negligence of our employees.
- 11.9 The remedies provided in this clause do not exclude any other remedies provided by law.
- 12. INSURANCE**
- 12.1 You must take out and maintain:
- insurance for the Goods up to the time they are delivered and (if required) installed for an amount not less than their replacement value;
 - a comprehensive public and products liability policy to cover all sums which you may become legally liable to pay as compensation consequent upon:
 - death of, or bodily injury (including disease or illness) to, any person; and
 - loss of, or damage to, property, happening anywhere in Australia arising out of or in connection with this Agreement. The limit of liability provided by this policy must be not less than \$10 million, and such policy must include a cross liability clause;
 - insurance in respect of all claims and liabilities arising, whether at common law or under statute relating to workers compensation or employer's liability, from any accident or injury to any person employed by you in connection with this Agreement, and you must ensure that all



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- subcontractors are similarly insured in respect of their employees. This insurance must be in compliance with the laws of the relevant jurisdiction in which the services are to be carried out;
- d) a policy of insurance against any and all liability, loss and damage of any kind whatsoever (including consequential loss) arising directly or indirectly from the use, non-use, failure, breakage or any other act, omission or matter arising in respect of any plant, equipment, tools, appliances or other property owned, rented or hired by you to give effect to the supply of Goods and/or Services; and
 - e) other insurances required by law or reasonably required by us.
- 12.2 You must ensure that all policies of insurance required to be taken out by you include us as a named co-insured.
- 12.3 You must notify us immediately of any cancellation of a relevant insurance policy and of any change to the policy which affects our interests.
- 12.4 If any event occurs which may give rise to a claim involving us under any policy of insurance to be taken out by you under this clause, then you must:
- a) notify us within 14 days of that event; and
 - b) ensure that we are kept fully informed of any subsequent actions and developments concerning the relevant claim.
- 12.5 At our request, you must produce evidence that you are maintaining the insurances required by this clause.
- 12.6 We have the right to take out and maintain any policy of insurance required by this clause if you fail to do so.
- 12.7 You agree to reimburse us for any expenses we incur in taking out and maintaining any policy of insurance under this clause.
- 12.8 You must notify the insurer at or before the commencement of any insurance policy which you effect under this Agreement of your entitlement to an input tax credit for any premium paid for that policy and provide to us written proof that you have informed the insurer of your entitlement to an input tax credit for any premium paid for that policy.
- 12.9 You warrant that you have informed the insurer of the extent, or change in the extent, of your entitlement to an input tax credit for the last premium you paid at or before the time of first making any subsequent claim under the insurance policy.
- 12.10 You must promptly provide written proof to us that you have complied with clause 13.9.
- 12.11 With respect to every insurance policy referred to in this clause 13, whether affected before or after the date of this Agreement, you must keep under review the extent of your entitlement to an input tax credit for the last premium paid.
- 13. LIABILITY AND INDEMNITIES**
- 13.1 We are not liable to you (whether in tort or in contract) for or in respect of any loss or damage of any kind whatsoever arising directly or indirectly from any act or omission (whether negligent or otherwise) on our part or on the part of any of our employees, agents, contractors and/or subcontractors in connection with or relating to this Agreement.
- 13.2 You acknowledge that if you enter our premises, you do so at your own risk. You must ensure that your employees, agents, contractors and subcontractors are also aware that they enter our premises at their own risk.
- 13.3 You are liable for and must indemnify us and keep us indemnified from and against any liability and/or any loss or damage of any kind whatsoever, arising directly or indirectly from:
- a) any breach of any warranty or any of the terms and conditions of this Agreement by you;
 - b) the illness, injury or death of any of your employees, agents, contractors and/or subcontractors arising out of or in connection with this Agreement;
 - c) any loss or damage arising out of, or in connection with, any personal injury, illness or death to any person or damage to any property or any other loss or damage of any kind whatsoever caused or contributed to by:
 - i) the Goods and/or Services; and/or
 - ii) the entry onto, and the activities undertaken on and in, our premises by you and/or your employees, agents, contractors and/or subcontractors;
 - d) any criminal act, fraud, negligence or wilful act or omission by you and/or any of your employees, agents, contractors and/or subcontractors in connection with this Agreement;
 - e) any claim made against us by any of your employees, agents, contractors and/or subcontractors in respect of any relevant legislation concerning income tax, workers compensation, annual leave, long service leave, superannuation or any applicable award, determination or agreement of a competent industrial tribunal;
 - f) any penalty imposed for breach of an applicable law in connection with the supply of the Goods and/or performance of the Services by you;
 - g) loss or damage to any plant, equipment, tools, appliances or other property owned, rented or hired by you and used in relation to this Agreement; and
 - h) any claim that the Goods, the Services or the results of the Services, anything you do in supplying us with the Goods and/or the Services, or our use of the Goods or the results of the Services infringes or allegedly infringes the Intellectual Property Rights of any person.
- 13.4 Every exemption, limitation, defence, immunity or other benefit contained in this Agreement to which we are entitled is held by us for the benefit of, and extends to protect, each of our employees, agents, contractors and subcontractors (excluding you, your employees, agents, contractors and subcontractors) and our related bodies corporate and their employees, agents, contractors and subcontractors (excluding you, your employees, agents, contractors and subcontractors).
- 13.5 Each indemnity in this Agreement is a continuing obligation separate and independent from your other obligations and survives termination of this Agreement.
- 13.6 It is not necessary for us to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.
- 14. CONFIDENTIALITY**
- 14.1 Each Party undertakes that it will not, either during the term of this Agreement or at any time thereafter (except in the proper course of its duties under this Agreement or as required by law or by the other Party) disclose to any person any confidential information of or relating to the other Party which has come into its possession as a result of this Agreement or the negotiations preceding this Agreement including, but not limited to, the terms of this Agreement.
- 14.2 Nothing in this Agreement prohibits disclosure of information which:
- a) is in the public domain;
 - b) after disclosure to a Party becomes part of the public domain otherwise than as a result of the wrongful act of that Party;
 - c) is received from a third party provided that it was not acquired directly or indirectly by that third party from a Party to this Agreement; or
 - d) is required to be disclosed by law or any government or government body, authority or agency having authority over a Party.



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14.3 The obligations under this clause 15 survive termination of this Agreement.

15. TAXES

15.1 Unless otherwise expressly provided in this Agreement, you must pay all Taxes in connection with the Goods and/or Services.

15.2 If any supply made under this Agreement is or becomes subject to GST, the Party to whom the supply is made ("the Recipient") must pay to the Party making the supply ("the Supplier"), as consideration in addition to any consideration payable or to be provided elsewhere in this Agreement, subject to issuing a Valid Tax Invoice, an additional amount on account of GST, such amount to be calculated by multiplying the consideration by the applicable rate of GST.

15.3 Any amount in respect of GST payable under clause 16.2 must be paid to the Supplier on or before the last Business Day of the month following the month in which the Recipient receives the Valid Tax Invoice.

15.4 If any Party is required to reimburse or indemnify the other Party for a cost, expense or liability ("Cost") incurred by the other Party, the amount of that Cost for the purpose of this Agreement is the amount of the Cost incurred less the amount of any credit or refund of GST to which the Party incurring the Cost is entitled to claim in respect of the Cost.

16. ASSIGNMENT AND SUB-CONTRACTING

16.1 Subject to clause 17.2, neither Party may assign its rights and/or obligations under this Agreement without the prior written consent of the other Party (which may not be unreasonably withheld).

16.2 We have the right to assign any or all of our obligations or rights under this Agreement at any time to any Related Body Corporate.

16.3 You may not sub-contract your obligations under this Agreement without our prior written consent.

17. THESE TERMS ARE EXCLUSIVE

17.1 By supplying the Goods and Services referred to in the Purchase Order, you agree to be bound by the terms in this Agreement.

17.2 Except as may be specifically provided in this Agreement, any terms and conditions contained in, or relating to any other documents, including any of your documents, in respect of the Goods and/or Services are excluded.

18. OTHER MATTERS

18.1 In the interpretation of this Agreement, no rule of contract interpretation applies to the disadvantage of one Party on the basis that it put forward this Agreement or any part of it.

18.2 Any of our rights under this Agreement can only be waived by us in writing.

18.3 This Agreement may not be varied except in writing signed by both Parties. We may exercise a right, remedy or power in any way we consider appropriate.

18.4 If we do not exercise a right, remedy or power at any time, this does not mean that we cannot exercise it later.

18.5 A reference to an attachment, annexure or schedule is a reference to an attachment, annexure or schedule to this Agreement and a reference to this Agreement includes an attachment, annexure or schedule.

18.6 To the extent that any inconsistency exists between the terms and conditions as set out in the body of this Agreement and any terms and conditions as may be set out in an attachment, annexure or schedule, then the terms and conditions as set out in the body of this Agreement prevail to the extent of such inconsistency.

18.7 You must obtain at your own expense any necessary Licences or permits and comply with applicable laws in supplying the Goods and/or

18.8 Services to us.

18.9 The rights, powers and remedies provided in this Agreement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Agreement.

18.10 Part 1F of the Civil Liability Act 2002 (WA) is excluded from operation with respect to any dispute, claim, action or matter under or in connection with this Agreement.

19. GOVERNING LAW

19.1 This Agreement is governed by the laws of Western Australia, Australia.

19.2 Each Party submits to the non-exclusive jurisdiction of the courts of Western Australia.

20. DEFINITIONS

Agreement means this document and separately, each Purchase Order.

Defective Goods means Goods which are not in conformity with this Agreement or are defective in design, performance, workmanship or makeup.

Defective Services means services or the results of any services which are not in conformity with this Agreement, are of inferior quality or workmanship or are otherwise unsatisfactory.

GST means the goods and services tax imposed by the New Tax System (Goods and Services Tax) Act 1999 (Cth) and the related imposition Acts of the Commonwealth.

Goods means the Goods specified in this Agreement (including any part of the Goods specified).

Insolvent means, with respect to a Party, that it is insolvent (as defined in the Corporations Act 2001 (Cth)), in liquidation or provisional liquidation, receivership, bankruptcy (protective or otherwise) or under administration, unable to pay its debts as and when they fall due or otherwise insolvent, or that it has entered into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors or that any analogous event has occurred.

Installation and Commissioning means the necessary installation and tests to be carried out by you in order to achieve Practical Completion.

Intellectual Property Rights includes without limitation the protected rights attaching to inventions, patents, registered designs, trademarks, copyright, circuit layouts and confidential information.

Licences means all licences, qualifications, registrations and other statutory requirements necessary for the supply of Goods and/or Services under this Agreement.

Party means you or us.

Parties means you and us.

Performance Criteria means the performance criteria included in the Purchase Order.

Practical Completion means:

- a) (Installation) that the Goods have been installed and perform to our reasonable satisfaction and in accordance with the Performance
- b) Criteria and pursuant to this Agreement;
- c) (Commissioning) all tests and specifications required under the Performance Criteria have been carried out and passed; and
- d) All certificates, maintenance manuals, and any other information required in respect of the Goods, which in our opinion are essential for the use,



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operation and maintenance of the Goods, have been supplied to us.

Price means the price specified in the Purchase Order, or as otherwise agreed with us.

Purchase Order means the Purchase Order for Goods and/or Services issued by us to you from time to time containing, amongst other things, a description of the Goods and/or Services.

Related Body Corporate has the meaning given in the Corporations Act 2001 (Cth).

Services means the services specified in this Agreement (including any part of the specified services and the results of the specified services).

Taxes means any and all present and future sales, use, personal, property, real property, value added, goods and services, turnover, stamp, documentary, interest equalisation, business, occupation, excise, income, corporation, profits, gains, gross receipts, or other taxes, fees, withholdings, imposts, levies, duties or other charges of any nature whatsoever or whensoever imposed (other than taxes on our net income) by any government, governmental, semi-governmental or other relevant authority, together with any penalties, fines or interest thereon or similar additions thereto, imposed, levied or assessed or otherwise payable.

Valid Tax Invoice is an invoice which complies with GST law relating to the production and form of tax invoices for GST purposes.

You means the person named in this Agreement as the supplier of the Goods or Services and your has the corresponding meaning.

Warranty Period means the period of 24 months or such other period as set out in the Purchase Order from the later of delivery or the date of Practical Completion (as applicable), and in the case of Services for a 12 month period from the date on which the Service is performed or re- performed (as the case may be).

We and **us** means the entity set out in the Purchase Order, being the operator of the mine set out in the Purchase Order and our has the corresponding meaning.