



Supplier Agreement Terms and Conditions

1. DEFINITIONS

1.1 The following definitions shall be used for the purpose of interpreting the Purchase Order and these terms and conditions:

Goods and/or Services means the Goods and/or Services that Boddingtons Hire may request of the Supplier pursuant to a Purchase Order from time to time.

Purchase Order means any order placed by Boddingtons Hire with the Supplier in accordance with clause 2 hereof, and is for the purchase of Goods and/or Services which Goods and/or Services are then to be supplied to Boddingtons Hire by the Supplier in accordance with these terms and conditions.

Boddingtons Hire means Minesite Maintenance Pty Ltd ABN 15 009 180 367 trading as Boddingtons Hire.

Principal means the entity that is engaging Boddingtons Hire to perform Services.

Supplier means the person or entity named in the Purchase Order who is to supply the Goods and/or Services.

2. PURCHASE ORDER

2.1 A Purchase Order is issued by Boddingtons Hire to the Supplier for the supply of Goods and/or Services.

2.2 A Purchase Order shall:

- a) be recorded on a document electronically generated by Boddingtons Hire;
- b) carry the title 'Purchase Order';
- c) bear an identifying number unique to each Purchase Order;
- d) refer to these terms and conditions;
- e) carry a description of the Goods and/or Services;
- f) contain a price for the supply of the Goods and/or Services;
- g) contain delivery details with respect to delivery of the Goods and/or Services;
- h) be dated the date that it is generated by Boddingtons Hire; and
- i) identify Boddingtons Hire and the Supplier, including each parties' names, address and contact information.

2.3 The Purchase Order may also contain:

- a) special conditions which apply to the Purchase Order; and/or
- b) relevant attachments.

2.4 In the case of any conflict or ambiguity:

- a) the Purchase Order shall take precedence over these terms and conditions;

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- b) any special conditions contained within the Purchase Order shall take precedence over these terms and conditions.
- 2.5 Unless otherwise modified in accordance with clauses 2.4 or 4 hereof, the Purchase Order and these terms and conditions shall constitute the entire agreement between Boddingtons Hire and Supplier. No representations or statements made by Boddingtons Hire and/or the Supplier or their employees or agents shall be binding upon either party.

3. ACCEPTANCE

- 3.1 Upon receiving a Purchase Order, the Supplier will acknowledge the Purchase Order by signing it and returning it to Boddingtons Hire within five (5) business days of receipt.
- 3.2 In the absence of any acknowledgement by the Supplier in accordance with clause 3.1 hereof, performance by way of delivery of the Goods and/or Services referred to in the Purchase Order shall constitute acceptance of the Purchase Order by the Supplier.

4. REVISION

- 4.1 Boddingtons Hire has the right at any time prior to final delivery of the Goods and/or Services to revise the Purchase Order to correct any errors or omission contained within the Purchase Order or to make any changes with respect to matters such as quantity or delivery.
- 4.1 For a revision to a Purchase Order to be effective, it must:
- a) be made by Boddingtons Hire by issuing an electronic request to the Supplier titled "PO Amendment";
 - b) bear an appropriate identifying number; and
 - c) be accepted by the Supplier, on the same terms and conditions as if it were a Purchase Order in accordance with clause 3 hereof.
- 4.2 If properly revised in accordance with this clause 4, the revision shall be effective and binding upon the parties.

5. DELIVERY

- 5.1 The Supplier must deliver the Goods and/or Services in accordance with the delivery instructions contained within the Purchase Order.
- 5.2 The Supplier must promptly inform Boddingtons Hire if it is unable to effect delivery of the Goods and/or Services in accordance with the delivery instructions contained within the Purchase Order.
- 5.3 In the event that the Supplier is unable to effect delivery of the Goods and or Services in accordance with the delivery instructions contained within the Purchase Order, then:
- a) Boddingtons Hire may terminate the Purchase Order by notice in writing to the Supplier; or
 - b) revise the delivery instructions contained within the Purchase Order pursuant to clause 4 hereof.
- 5.4 Partial deliveries need to be agreed and approved by Boddingtons Hire prior to the first delivery.

6. TITLE AND RISK

- 6.1 Title to and property in the Goods and/or Services shall pass to Boddingtons Hire upon delivery of the Goods and/or Services.
- 6.2 Any loss or damage caused or occasioned to the Goods and/or Services at the Supplier's risk shall at its own cost be rectified or replaced by the Supplier and thereafter when the risk in the Goods and/or Services has been transferred to Boddingtons Hire, the Supplier shall be liable for

any loss or damage to the Goods and/or Services to the extent caused by the Supplier's negligence, wilful act, misconduct, fault, breach of duty (statutory or otherwise) or breach of the Purchase Order.

7. PRICE

7.1 The price contained within the Purchase Order is:

- a) referable to Australian currency;
- b) inclusive of all taxes;
- c) not subject to escalation;
- d) includes all packaging, testing, delivery, and documentation costs with respect to the Goods and/or Services.

8. PAYMENT

8.1 Payment of the Purchase Order shall be made within thirty (30) days end of month from receipt of a correct and proper Tax Invoice subject to the following:

- a) Boddingtons Hire accepting delivery of the Goods and/or Services;
- b) following delivery, Boddingtons Hire being satisfied that the Goods and/or Services are free from defects and that the Supplier has complied with its obligations under the Purchase Order and these terms and conditions;
- c) the Supplier issuing to Boddingtons Hire a Tax Invoice for payment of the Purchase Order by Boddingtons Hire. The Tax Invoice must display the Boddingtons Hire Purchase Order number specific to the Goods and/or Services to be processed.
- d) the Supplier is required to issue a statement to Boddingtons Hire at the end of each Calendar Month detailing all outstanding Tax Invoices.

8.2 All Tax Invoices and statements issued by the Supplier with respect to any Purchase Order in accordance with clause 8.1 shall be sent to the email address accounts@boddingtoncranehire.com.au.

9. INSURANCE

9.1 The Supplier must have all necessary Insurances for the provision of the Goods and/or Services including but not limited to Workers Compensation Insurance, Public & Products Liability Insurance and adequate Transit Insurance if the Supplier is required to transport and unload the Goods. The Supplier is required to provide evidence of adequacy of Insurance cover to Boddingtons Hire.

10. Warranty and Indemnity

10.1 The Supplier warrants that the Goods and/or Services shall be of merchantable quality, fit for purpose free from defects, and comply with all applicable laws and regulations.

10.2 If Boddingtons Hire supplies drawing/s or design/s to the Supplier with respect to the design of the Goods and/or Services, the Supplier warrants that the Goods and/or Services shall be supplied or performed in accordance with those drawing/s or design/s.

10.3 In the event that the Supplier breaches this clause 10:

- a) the Supplier shall be liable to replace, repair or rectify any Goods and/or Services supplied within twelve (12) months from the date of delivery of the subject Goods and/or Services;

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- b) the Supplier shall indemnify Boddingtons Hire against all claims by any person or entity with respect to loss or damage, whether direct or indirect, caused by, or in any way connected, with the Goods and/or Services.

10.4 The Supplier shall be solely responsible for and shall indemnify Boddingtons Hire against all claims, liens, demands, proceedings, judgments, fines, penalties, costs (including legal costs), losses, liabilities and other expenses whatsoever for any personal injury, including death and disease or loss or damage to any property arising directly or indirectly out of or as a consequence of the performance of the Purchase Order or by failure of the Supplier to perform any of its obligations under or to comply with requirements of the Purchase Order irrespective of sole or contributory negligence, misconduct, fault or breach of duty on the part of Boddingtons Hire.

11. INTELLECTUAL PROPERTY

11.1 The Supplier warrants that Goods and/or Services supplied other than in accordance with technical plans or drawings provided to the Supplier by Boddingtons Hire do not infringe any patent, copyright, design or trademark which any person or entity may have in the Goods and/or Services.

11.2 In the event that the Supplier breaches clause 11.1 hereof, the Supplier shall indemnify Boddingtons Hire for any loss or damage caused to any person or entity, or proceedings commenced, as a consequence of that breach.

12. INSPECTION

12.1 Boddingtons Hire may at any time during the course of manufacture or otherwise of the Goods and/or Services inspect the Goods and/or Services.

12.2 Inspection by Boddingtons Hire in accordance with clause 12.1 hereof shall neither relieve the Supplier of its obligations under the Purchase Order or these terms and conditions nor be effective to waive Boddingtons Hire's rights or remedies against the Supplier.

13. TEST CERTIFICATES AND MATERIAL CERTIFICATES

13.1 If test and material certificates or the like are required by the Purchase Order those must be forwarded to Boddingtons Hire as soon as possible by the Supplier upon completion of testing.

14. ASSIGNMENT & SUPPLIER ARRANGEMENTS

14.1 The Supplier shall not sub-contract or otherwise arrange for another person or entity to perform any part of the Purchase Order without the prior written consent of Boddingtons Hire.

14.2 The Purchase Order and these terms and conditions shall be binding upon the parties respective executors, administrators, personal representatives, successors, but shall not be assignable by the Supplier without the prior written consent of Boddingtons Hire.

15. TERMINATION

15.1 Notwithstanding any other clause of these terms and conditions or the Purchase Order, if the Supplier fails to comply with any of its obligations under the Purchase Order or these terms and conditions, then Boddingtons Hire may terminate the Purchase Order or any part thereof, and the Supplier shall be liable to pay Boddingtons Hire all costs incurred by Boddingtons Hire purchasing similar Goods and/or Services elsewhere.

16. TIME OF THE ESSENCE

16.1 Time is of the essence with respect to this Purchase Order and these terms and conditions.

17. LAWFUL DIRECTIONS AND INTERFERENCE

17.1 The Supplier must, in the course of complying with the Purchase Order and these terms and conditions:

- a) not interfere with Boddingtons Hire's activities or the activities of any other person associated with, contracted to, or working for Boddingtons Hire;
- b) be aware of and comply with:
 - I. all applicable laws;
 - II. all site procedures and standards; and
 - III. any lawful direction given by Boddingtons Hire or its representatives, employees, or agents.

18. MEDIA AND SOCIAL MEDIA

18.1 The Supplier must not:

- a) Initiate or make media announcements or releases;
- b) advertise, publish or issue any information or Content to any third party;
- c) take any photographs, video's, recordings or otherwise [all defined as Content"] or
- d) post, publish or display any Content of any description on any social media platform in relation to this Purchase Order, the Works under this Purchase Order, Boddingtons Hire's Activities, the Project, or the Principal's Business and Activities without the express written approval of Boddingtons Hire Executive Management.

18.2 For the avoidance of doubt, any breach of this clause may result in immediate termination of this Purchase Order, and Boddingtons Hire reserves it's rights to seek damages or any other remedy available to it under these Terms and Conditions or at Law.

19. MOST FAVOURED CUSTOMER

19.1 The Supplier represents and warrants to Boddingtons Hire that these terms and conditions and any Purchase Order, including with respect to price, are as favourable to Boddingtons Hire as those applicable to any other customer of the Supplier for Goods and/or Services of a like grade and quality.

20. FORCE MAJEURE

20.1 In the event that either party is incapable of performing its obligations to the other under these terms and conditions and/or Purchase Order due to a force majeure event (including without limitation acts of God) that party's obligations under these terms and conditions shall be suspended for the period of the event. Should the event subsist for greater than thirty (30) days, either party shall be entitled to terminate these terms and conditions and any Purchase Order immediately by Notice in writing to the other party.

21. NOTICES

21.1 All Notices sent pursuant to the Purchase Order and these terms and conditions shall be in writing and sent to the respective addresses of the parties stated within the Purchase Order.

22. GOVERNING LAW

22.1 The laws of the State in which the Goods and/or Services are delivered shall govern this Purchase Order and these terms and conditions, and the parties submit to the non-exclusive jurisdiction of the Courts of that State.

23. ADDITIONAL TERMS

23.1 To the extent the Supplier's terms and conditions are supplied with the Goods and Services (including as printed on consignment notes or other documents), those terms and conditions will be of no legal effect and will not constitute part of these Purchase Order terms and conditions unless expressly agreed in writing by Boddingtons Hire.

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