

## Purchase Order Terms and Conditions

The parties agree as follows:

<b>1 Interpretation</b>			
1.1 This Contract is comprised of:	5.3	will not be before the Date of Delivery of the Goods or performance of the Services.	10.2 In the event of termination for reason other than default of the Contractor, the Company must pay the Contractor its reasonable, direct, and substantiated costs of this termination subject to the Contractor mitigating these costs as far as practicable.
(a) these Terms and Conditions;		The Company may reduce any payment due to the Contractor under this Purchase Order by any amount which the Contractor must pay the Company, including costs, charges, damages and expenses and any debts owed by the Contractor to the Company on any account whatsoever. This does not limit the Company's right to recover those amounts in other ways.	10.3 If the Contractor fails, refuses, or is unable to deliver the Goods or perform the Services as directed by the Purchase Order or is otherwise in default of this Contract, the Company may terminate this Contract in part or whole in writing to the Contractor without incurring any obligation to the Contractor.
(b) the Purchase Order to which these Terms and Conditions of contract are annexed ( <b>Purchase Order</b> ); and	5.4	Payment by the Company to the Contractor will not constitute an admission by the Company that any Goods or Services have been delivered or performed to the Company's satisfaction (as applicable) and will only be taken to be payment on account.	
(c) such other documents which are incorporated into the Contract by reference,	5.5	No interest is payable by the Company for late payment.	
(together, the <b>Contract</b> ) and, where there is any inconsistency or ambiguity, take precedence in the order set out above.	<b>6 Performance</b>		<b>11 Health and Safety</b>
1.2 The parties to this Contract include:	6.1 The Contractor, in supplying the Goods or performing the Services, must:		11.1 Where the supply of Goods or Services requires the Contractor to enter the Site, the Contractor and the Contractor's Personnel:
(a) Covalent Lithium Pty Ltd (ACN 623 090 139) as agent for and on behalf of the Joint Venturers ( <b>Company, Covalent, us</b> ); and		(a) not interfere with the Company's activities or the activities of any other person at the Site and ensure that our Site is left clean;	(a) enter at their own risk;
(b) The contractor supplying the Goods or performing the Services (or both) as identified in the Purchase Order ( <b>Contractor, you</b> ),		(b) be aware of and comply with, and ensure that the Contractor's Personnel are aware of and comply with, all applicable Laws, all Site Standards and Procedures, and comply with all lawful directions of the Company; and	(b) must perform the Services safely so as to protect persons and property, and in accordance with the Company's safety management system ( <b>SMS</b> ); and
(each a <b>party</b> and together the <b>parties</b> ).		(c) comply with any induction requirements in relation to the Site notified by the Company.	(c) ensure that the Contractor's Personnel entering the Site perform the Services or deliver the Goods in a safe manner and in a way that do not prejudice safe working practices, safety and care of property and continuity of work at the Site;
1.3 For the purposes of this Contract:	<b>7 Commencement, Progress and Completion</b>		11.2 The Contractor warrants it has systems in place to manage any health and safety risks associated with the supply of Goods or performance of Services and has the necessary skills and experience to do so.
(a) <b>Goods</b> mean those goods as specified and described in the Purchase Order; and	7.1 The Contractor must deliver the Goods to the Site on or before the Delivery Date or complete the Services by the Delivery Date. The Contractor must keep the Company informed on all aspects of the performance of the Contract as required from time to time.		11.3 Without limiting the Contractor's obligations under clause 8.1, comply with any applicable Australian Law, Code of Practice or Australian Standard that deals with occupational health and safety, workers' compensation, workplace rehabilitation and workplace insurance including the <i>Work Health and Safety Act 2020 (WA)</i> and <i>Work Health and Safety (Mines) Regulations 2022 (WA)</i> .
(b) <b>Services</b> mean those services as specified and described in the Purchase Order (including any part of the specified services, any ancillary services, and those goods required for the completion of the Services).	7.2 The Contractor must ensure that the goods are suitably packed to avoid damage in transit or in storage and in such a way to comply with any applicable Laws.		11.4 The Contractor must consult, cooperate and coordinate activities with all other persons who have a duty under the applicable safety Laws in relation to the same matter.
<b>2 Joint Venture Provisions</b>	7.3 Packages must be marked with the Purchase Order number, item number, Site, contents, quantity, date and method of dispatch and weight of each package.		11.5 The Contractor must:
2.1 Covalent enters into, and is a party to, this Contract for and on behalf of the joint venturers in the Mt Holland Lithium Project Joint Venture ( <b>Joint Venture</b> ), being SQM Australia Pty Ltd and MH Gold Pty Ltd as at the date of issue of the Purchase Order (each a <b>Joint Venturer</b> ) and is a party to the Contract as agent severally for each of the Joint Venturers in their respective percentage interests in the Joint Venture.	<b>8 Warranties</b>		(a) immediately notify the Company upon the occurrence of any accident, incident or near miss accident or incident; and
2.2 The obligations and liabilities of the Joint Venturers to the Contractor are several only (and will not be, nor be construed to be, either joint or joint and several), in accordance with the Joint Venturer's respective percentage interest from time to time in the Joint Venture.	The Contractor warrants that:		(b) provide all such information and assistance as the Company reasonably requires in connection with any statutory or internal health and safety, environment, or community investigation in connection with this Purchase Order, the supply of the Goods, or the performance of the Services.
2.3 The rights and remedies in and under the Contract may be exercised by Covalent for and on behalf of the Joint Venturers.	8.1 It will at all times comply with the Law and give all notices necessary to comply with any legal requirements and any fees associated with compliance with the Law.		11.6 Any direction given by the Company to the Contractor regarding health and safety (including conformance with the SMS) must be complied with and does not derogate from the Contractor's Contractual obligations.
2.4 The benefit of the respective duties and obligations of the Contractor under the Contract are deemed to enure to each of the Joint Venturers, and Covalent is severally authorised to enforce those duties and obligations on the Joint Venturers' behalf.	8.2 the Goods and Services supplied will (as applicable):		11.7 Any failure by the Contractor to meet its Contractual obligation in regard to health and safety is a material breach of this Contract and the Company may terminate the Contract without notice.
<b>3 Acceptance</b>	(a) match the description of the Goods and Services in this Purchase Order;		<b>12 Contractor's Personnel</b>
3.1 This Contract will be deemed to be accepted if:	(b) if the Contractor gave the Company a sample of the Goods before the Company issued this Purchase Order, the Goods correspond with the sample;		12.1 The Company may require the removal from the Site of any of the Contractor's Personnel who, in the Company's reasonable opinion, is incompetent or lacks the experience necessary for the work assigned to that person, or who has breached any applicable Laws, or the SMS. The Contractor shall, at its cost, promptly remove and replace such Personnel.
(a) the Contractor signs the section of the Contract which indicates the Contractor's acceptance of the Contract, and returns that signed section to the Company; or	(c) if the Contractor provided the Company with a demonstration of the Services before the Company issues the Purchase Order, the Services correspond in nature and quality with the services that achieved that result;		12.2 The relationship between the Company and the Contractor is that of principal and contractor. The Contractor and the Contractor's Personnel will not under any circumstances be considered servants, employees, or agents of the Company.
(b) the Contractor commences performing any part of the Contract.	(d) comply with all applicable Laws;		12.3 The Contractor indemnifies the Company against any liability, claim, loss, damage, cost or expense suffered or incurred by the Company in respect of the payment of salaries, wages, levies, commissions, allowances, and other remuneration to the Contractor's Personnel and for any payments to authorities in respect of the Contractor's Personnel (including in respect of any tax (including payroll tax), superannuation, or workers' compensation insurance).
3.2 Subject to the express provisions of this Contract, the Contractor accepts all risks associated with performing its obligations under this Contract, other than those risks expressly accepted by the Company.	(e) be new and of merchantable quality;		12.4 The Contractor is at all times responsible for the provision of accommodation, messing, uniforms, safety equipment, flights, and transport of the Contractor's Personnel, unless otherwise expressly specified in the Purchase Order. Where accommodation and related facilities are provided by the Company, the Contractor indemnifies the Company against any liability, claim, loss, damage, cost or expense suffered or incurred by the Company in connection with any loss or damage to any accommodation (or any part of the accommodation) and associated facilities and services caused or contributed to by the Contractor or the Contractor's Personnel.
<b>4 Contract Price</b>	(f) be fit for their intended purposes set out in, or which an experienced professional contractor would reasonably infer from the Purchase Order;		12.5 The Contractor is responsible for the management of all industrial relations matters relating to the Contractor's Personnel and must keep the Company informed of any potential disputes with any Contractor's Personnel or unions.
4.1 In consideration or payment of the Contract Price by the Company, the Contractor must supply the Goods and/or provide the Services to the Company in accordance with, and as specified in, this Contract;	(g) to the extent that the Services are design Services, the works being designed will be fit for their intended purpose as described in this Purchase Order;		12.6 The Company may search any property of or in the possession of the Contractor or any Contractor's Personnel or subcontractors without cause or notice upon entering, leaving or while on any part of the Site.
4.2 The Contract Price is the sole basis for payment to the Contractor under this Contract and is deemed to include all risks, liabilities and obligations expressed or implied in this Contract. Except as expressly provided for in this Contract, the Contract Price is not subject to rise and fall or any escalation;	(h) any items which the Contractor uses or supplies in conjunction with the Services are of merchantable quality and comply with any standards specified in this Purchase Order and are fit for their usual and any purpose as described in this Purchase Order;		<b>13 Contractor's Equipment</b>
4.3 The Contract Price is inclusive of:	(i) have the full benefit of any manufacturer's warranties that may be applicable to the Goods (and the Contractor must pursue any manufacturer's warranties on the Company's behalf if the Company so requests);		13.1 The Contractor must maintain its plant and equipment in a safe, operable, and good working condition throughout the performance of the Contract. Such plant and
(a) all charges for packaging, packing, insurance, transport, and delivery of the Goods in accordance with this Purchase Order;	(j) be in good working order and condition and free from defects and omissions;		
(b) the cost of any miscellaneous services of a kind which are commonly provided with the Goods and any miscellaneous items of a kind which are commonly used or supplied in the performance of (and in conjunction with) the Services;	(k) have a life expectancy commensurate with what would be expected of similar goods provided for similar purposes by a competent and reputable supplier; and		
(c) the Contractor's compliance with its obligations under this Purchase Order; and	(l) be free from any encumbrance, charge or lien in favour of a third party at time specified in this Contract for title to pass to the Company.		
(d) all taxes (except GST).	<b>9 Defects and Warranty Period</b>		
4.4 The Contractor is responsible for mobilisation and demobilisation costs to and from the Site for its Personnel and all other items required to be supplied by the Contractor under this Contract.	9.1 Without limiting the Contractor's other obligations or warranties provided under the Contract, the Contractor guarantees the Goods and Services and each part of the Goods and Services against any Defect under normal working conditions for a period of twelve (12) months after the Date of Delivery and written acceptance of the Goods by the Company ( <b>Warranty Period</b> ).		
4.5 The Contractor must not carry out a variation nor deviate from this Contract except as directed or permitted in writing by the Company.	9.2 If, during the Warranty Period, the Company finds any Defects in the Goods or Services (other than a Defect caused by the negligence of the Company), the Company may reject or accept the Goods or Services or require that any such Goods or Services be repaired or replaced, (as the case may be) by the Contractor at no additional cost to the Company.		
<b>5 Invoicing and Payment</b>	<b>10 Termination</b>		
5.1 All invoices must clearly show the Purchase Order number and be addressed to the Company at the address listed in the Purchase Order.	10.1 The Company may cancel this Purchase Order in whole or in part for any reason and at any time upon written notice to the Contractor.		
5.2 Unless otherwise stated in the Purchase Order, payment will be made by the Company within 30 days of the Contractor's tax invoice; providing the Goods have been received and accepted, or the Services performed and accepted, by the Company. The date of the tax invoice			

13.2	equipment must at all times comply with the relevant standards incorporated in the SMS. The Contractor is at all times responsible for the provision of diesel fuel ( <b>Fuel</b> ), unless otherwise expressly specified in the Purchase Order.	(iv) provide directly or indirectly professional services – professional indemnity insurance for an amount of ten million dollars (\$10,000,000); or (v) if the Contractor is required to perform any work at the Mt Holland mine Site, insurance for industrial diseases must be effected and maintained in accordance with the provision of the <i>Workers Compensation and Injury Management Act 1981</i> (WA) and the Industrial Disease Workers Compensation policy provided by the Insurance Commission of Western Australia.	20.2	dispute. If no agreement is reached within twenty (20) business days after a dispute notice is issued, either party may commence legal proceedings. During a dispute, the parties must continue to perform their obligations under this Contract.
<b>14</b>	<b>Inspection and Testing</b>		<b>21</b>	<b>Compliance</b>
14.1	The Contractor must, upon reasonable written notice, provide the Company or its nominee access to the Contractor's premises, and arrange for access to any subcontractor premises, for the purpose of inspecting Goods and Services and ensuring compliance with the Contract. Any such inspection by the Company does not constitute acceptance or relieve the Contractor from any of its obligations under the Contract.	18.2	21.1	The Contractor must:
<b>15</b>	<b>Title and Risk</b>		(a)	at all times comply with all applicable Laws relating to modern slavery, anti-bribery and improper payments including but not limited to the <i>Criminal Code Act 1995</i> (Cth) (Australia), the <i>Foreign Corrupt Practices Act 1977</i> (United States) and the <i>Bribery Act 2010</i> (United Kingdom);
15.1	Title in each part of the Goods passes to the Company upon the earlier of the Date of Delivery or payment of the applicable portion of the Contract Price.	18.3	(b)	operate in a manner consistent with the United Nations (UN) Universal Declaration of Human Rights and the UN Guiding Principles on Business and Human Rights; and
15.2	All Goods will be at the Contractor's risk until:		(c)	not engage in any conduct that is unlawful or is otherwise restricted or prohibited under any applicable competition Law in relation to the terms and conditions of this Contract.
(a)	the Date of Delivery of the Goods or Services; and	(a)	<b>22</b>	<b>GST</b>
(b)	Company satisfaction that the Goods or Services comply with the Contract; and	(b)	22.1	If GST is imposed on any supply made under this Contract by a party (seller) to another party (recipient), then the recipient must pay to the seller an amount equal to that GST in addition to any other amount payable or other consideration provided for the supply.
(c)	the Company issuing a certificate of acceptance.	(c)	22.2	The recipient's obligation to pay an amount equal to the GST under clause 22.1 only applies if the seller has given the recipient a tax invoice for the supply that details the relevant amount of that GST.
15.3	If, upon delivery of the Goods, the Company is not satisfied that the Goods comply with the Contract, the Company may:	(d)	22.3	If the amount paid by the recipient under 22.1 differs from the amount of GST payable at Law by the seller on the supply, the amount paid by the recipient to the seller will be adjusted accordingly.
(a)	reject the Goods, in which case the Company is not obliged to make payment for the Goods and is entitled to a refund of any payment made; or	18.4	22.4	Unless expressly included, the consideration for any supply under, or in respect of, this Contract does not include GST.
(b)	direct the Contractor, at its cost, to promptly rectify the non-compliance to the Company's satisfaction and the Company may withhold payment until such rectification is complete.	(a)	<b>23</b>	<b>Trustee Warranty</b>
<b>16</b>	<b>Confidentiality, Privacy and Data Protection</b>	(b)		The Contractor acknowledges and agrees:
16.1	The Contractor must not, without the Company's prior written consent, refer to its appointment in any advertisement or promotional material or discuss the Goods or Services with any third party.	18.5	23.1	if the Contractor is entering into the Contract as trustee of a trust ( <b>Trust</b> ), the Contractor acknowledges that it enters into the Contract both in its own right and as trustee of the Trust.
16.2	The Contractor must keep all information provided by or on behalf of the Company (including this Contract), including any information which relates to the business or affairs of the Company (or the Company Group), confidential and must not disclose such information to a third party without the Company's prior written consent.	(c)	23.2	in addition to the warranties set out at clause 8, the Contractor represents and warrants that:
16.3	The rights and obligations under this clause 16 continue after the termination of this Purchase Order.	(d)	(a)	each of the following statements is correct and not misleading as at the date of this Contract and will be correct and not misleading throughout the term of the Contract:
16.4	The Contractor must at all times (and use reasonable measures to ensure third parties it contracts with in relation to this Contract must) implement and maintain sufficient cyber security measures to maintain the integrity of its information technology systems, operational technology systems, networks, internet-enabled applications or devices, and the data contained within such systems. Any breach must be notified to the Company immediately upon discovery.	(e)	(i)	the Trust is duly constituted and has not been terminated, nor has the date passed or any event occurred for the vesting of the Trust assets;
<b>17</b>	<b>Intellectual Property</b>		(ii)	it is the sole trustee of the Trust, it has not given any notice of resignation and no action has been taken to remove it or to appoint an additional trustee of the Trust;
17.1	The Contractor warrants that the Goods (other than those manufactured to the Company specifications) covered by this Contract and their use, alone or in combination, according to the Contractor's specifications or recommendations, if any, will not infringe any patent trade mark, copyright industrial design, or process of manufacture ( <b>Intellectual Property</b> ) and agrees to indemnify the Company against all judgments, liabilities costs, and expenses, which result from infringement or alleged infringement of any Intellectual Property rights. The Company will have a permanent, assignable, non-exclusive, royalty free licence to use any Intellectual Property in the Goods for the use, operation, repair, maintenances, servicing, addition, or alteration of the Goods.	18.6	(iii)	it has full legal capacity and power under the trust deed for the Trust to:
<b>18</b>	<b>Insurance</b>		1	own the Trust assets and carry on the business of the Trust as it is now being conducted; and
18.1	The Contractor, at its own expense, must procure and maintain all insurances required by Law and the following insurance policies:	<b>19</b>	2	enter into the Contract and to carry out the transactions that the Contract contemplates, as trustee of the Trust;
(a)	workers' compensation insurance (including occupational disease where required by Law) and employer's indemnity insurance which complies with the relevant laws covering all claims and liabilities under any statute and at common law (where applicable) for the death of or injury to any person employed by you or any of your Personnel in connection with this agreement;	19.1	(b)	all action that is necessary or desirable under the Trust deed for the Trust or at Law has been taken to:
(i)	death of or bodily injury (including illness) to any third party; and		(i)	authorise entry into the Contract and the carrying out by that party of the transactions and assumption of liabilities that the Contract contemplates;
(ii)	damage to property not belonging to nor held in trust by nor in the care, custody or control of you;	19.2	(ii)	ensure that the Contract is legal, valid and binding on that party as trustee of the Trust and admissible in evidence against it in that capacity; and
(c)	if provision of the Goods or Services requires you to:		(iii)	enable that trustee to properly carry on the business of the Trust;
(i)	provide or use plant and equipment – plant and equipment insurance for replacement value;	19.3	(c)	it has carefully considered the purpose of the Contract and considers that entering into the Contract is part of the proper administration of the Trust, for the commercial benefit of the Trust and for the benefit of the beneficiaries of the Trust, and considers that the terms and conditions of the Contract are fair and reasonable;
(ii)	transport goods to or from site – goods in transit insurance for replacement value;		(d)	it has the right to be fully indemnified out of the Trust assets in relation to the obligations and liabilities incurred by it under the Contract ( <b>Trustee Indemnity</b> ), that right has not been, and will not be (without Covalent's written consent), modified, released or diminished in any way, and the Trust assets are sufficient to satisfy the Trustee Indemnity and all other obligations and liabilities in respect of which the Contractor has a right to be indemnified out of the Trust assets;
(iii)	use motor vehicles – motor vehicle insurance covering all mechanically-propelled vehicles that are registered or capable of being registered for road use, including insurance which is compulsory under applicable laws and comprehensive and third-party insurance, for an amount of twenty million dollars (\$20,000,000) in respect of any one accident or series of accidents arising out of one event;	19.4	(e)	it has not released or disposed, and will not (without Covalent's written consent) release or dispose, of its equitable lien over the Trust assets.
<b>20</b>	<b>Dispute Resolution</b>		(f)	it is not in breach of any of its obligations as trustee of the Trust under the trust deed or otherwise at law;
20.1	If either party considers a dispute has arisen under this Contract, it may issue a dispute notice to the other party which sets out the details of the dispute. In the event of a dispute, a senior representative from each party with authority to resolve the dispute must meet to resolve the		(g)	the rights of the Trust's beneficiaries and their interest in the Trust assets are subject to Covalent's rights and interests under this Contract;
			(h)	a copy of the Trust deed has been delivered to Covalent before the execution of this Contract and that copy is true, correct and current as at the date of Contract execution; and

- (i) the Trust deed:
- (i) comprises all terms relevant to the relationship of trustee and beneficiary between the Contractor as the trustee of the Trust and the beneficiaries of the Trust;
  - (ii) is legal, valid and binding on the parties to the Trust deed;
  - (iii) is not void, voidable or otherwise unenforceable and there is no other document governing the Trust; and
- 23.3 that the Contractor must take any actions necessary to ensure the assets of the Trust are available to satisfy any liability the Contractor has to Covalent under this Contract.

## 24 PPSA

- 24.1 If either party (party A) determines the Contract (or a transaction in connection with it) is or contains a security interest for the purposes of the PPSA, the other party (party B) agrees to do anything which party A asks and considers necessary for the purposes of:
- (a) ensuring the security interest is enforceable, perfected, and otherwise effective;
  - (b) enabling party A to apply for any registration, or give any notification, in connection with the security interest so the security interest has the priority required by party A; or
  - (c) enabling party A to exercise rights in connection with the security interest.
- 24.2 The parties will bear their own costs in complying with, and performing, their respective obligations under this clause 24.
- 24.3 If the Contract is or contains a security interest for the purposes of the PPSA, each party agrees (to the extent allowable by Law):
- (a) sections 142 and 143 of the PPSA are excluded and the relevant secured party need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d), and 132(4);
  - (b) the Company need not give any notice required under any provision of the PPSA (except section 135).
- 24.4 This clause applies despite any other clause of the Contract.
- 24.5 If a term used in this clause 24 has a particular defined meaning in the PPSA, it has the same meaning in clause 24.

## 25 Miscellaneous

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

- 25.14 Prior to commencement of the supply of Goods or Services, the Contractor must email [DocControl@covalentlithium.com](mailto:DocControl@covalentlithium.com) for access to the Company's system that contains copies of the Site Standards and Procedures.

## 26 Definitions

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

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

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

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

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

**Law** means all legislation including regulations, bylaws, orders awards and proclamations with which a party is legally required to comply, together with all Authority requirements, guidelines, consents, certificates, licenses, permits and approvals (including conditions in respect of those consents, certificates, licenses permits and approvals) with which a party is legally required to comply and includes any law made to replace, modify, amend, or modernise.

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

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

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

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

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