

RUC CEMENTATION MINING CONTRACTORS PTY LTD ABN 99 051 252 549
(hereafter referred to as "Purchaser")

Purchaser expressly limits acceptance of the Purchase Order (hereinafter referred to as "Order") to the terms and conditions set out herein:

Written acceptance of the Order by Seller for the supply of any Goods and/or Services to Purchaser or commencement of performance as required by the Order shall constitute a Contract in these and only these terms and conditions unless expressly agreed in writing by Purchaser's authorised representative. All notices in relation to the Order must be delivered in writing.

- 1) Seller shall deliver the Goods and/or Services covered by this Order within the time stated on the Order, failing which Purchaser reserves the right to purchase elsewhere and charge Seller with any loss incurred, unless delay in delivery is beyond the reasonable control and without fault or negligence of Seller. Time is of the essence with regard to such delivery and performance. Without limiting such rights, in the event that delivery does not occur within the time stated on the Order, Seller agrees to become indebted to Purchaser by way of pre-estimated liquidated damages for each day delivery is late:
 - i) for Material, 1% of the price of the Material up to a maximum of 10%
 - ii) for Documentation, \$100 up to a maximum of \$2,000
- 2) Goods and/or Services covered by this Order shall become Purchaser's responsibility only when the material is received and accepted in writing by Purchaser. All Goods and/or Services are subject to Purchaser's inspection and approval after delivery. If the specifications are not met, Goods and/or Services may be returned at Seller's expense, including all damages incidental to the rejection. Payment shall not constitute an acceptance of the Goods and/or Services or impair Purchaser's rights under the Order.
- 3) Seller shall insure against loss or damage to any and all items supplied by Purchaser for incorporation in the finished product. Such insurance shall be for 110% of the replacement value of such items and continue in force until Purchaser has accepted delivery of the Goods or while the items are under the care custody and control of Seller. Prior to the commencement of the Services specified under the Order the Seller must effect and maintain the following insurances: (i) Workers Compensation insurance which extends to indemnify Purchaser as a Principal at both Common Law and Statutory Law; and (ii) Public Liability Insurance for an amount of no less than \$10,000,000. Seller must provide evidence of such insurance on request by Purchaser.
- 4) Purchaser shall have the right to inspect all Goods and/or Services that are the subject of the Order and for this purpose will be entitled to access to Seller's premises during production, manufacture, assembly or testing of such Goods and/or Services, at the sole discretion of Purchaser.
- 5) Seller warrants that all Goods and/or Services supplied will be free from defect in design, workmanship, or departure from specification, be of merchantable quality, fit for purpose for which required and that the performance thereof shall be in accordance with specified design. Seller shall guarantee all Goods and/or Services for a period of one year from date of commissioning or placing into service, or eighteen months from the date of delivery, whichever may be the earlier. Any Goods repaired or resupplied under this clause will be subject to a further full Warranty Period, commencing on the date of completion of any such repair. All Goods shall be supported by Seller for 3 years from the date of Order, before any discontinuance in production the Seller shall give Purchaser 6 month's written notice for a last time to buy opportunity.
- 6) If in the opinion of Purchaser, Seller is in breach of any term hereof or if Seller fails to supply the Goods and/or Services because of causes other than those beyond Seller's reasonable control, or if Seller becomes bankrupt or insolvent, Purchaser may in addition to any other remedy, on 5 days written notice to Seller, terminate this Contract and recover from Seller any losses sustained by reason of such termination.
- 7) If Purchaser is unable to accept delivery of Goods and/or Services because of any cause whatsoever beyond Purchaser's reasonable control, then such delivery shall be partially or wholly suspended during continuance of such cause and the time for such delivery shall be correspondingly extended. Purchaser may at any time by notice suspend all or part of Order for any reason whatsoever. Upon receipt of such notice Seller will cease work in accordance with such notice. If Purchaser notifies Seller to recommence work, Seller must do so immediately using all available resources. Seller will not be entitled to any costs it may incur as a result of any such suspension. If Order is terminated or suspended in no circumstances will Purchaser be liable for costs, losses or damages (including consequential losses and loss of profit) arising from or as a result of termination or suspension of the Order.
- 8) Prices stated on the Order are firm, and deemed to cover the requirements of DDP (Incoterms 2000) which include (without limitation) adequately packaged and protected to ensure undamaged and safe delivery and all costs of delivery to destination (including but not limited to), customs excise, import or other duty on account of the Goods and/or Services ordered hereunder, unless specified otherwise on this Order. Prices stated on this Order are in Australian Dollars unless otherwise noted.
- 9) Seller warrants that it is registered with the Australian Taxation Office for the purposes of GST. Every invoice to Purchaser arising out of this Order shall constitute a tax invoice within the meaning of *A New Tax System (Goods & Services Tax) Act 1999* including subsequent amendments (if any). Failure of Seller to comply with this Clause 9 shall be a fundamental breach of the Contract which unless remedied within 28 days of Purchaser's notice to Seller of such breach, renders the Contract void from inception. In this event, Purchaser shall have no obligation to make any payment to Seller irrespective of Seller's compliance with any or all other provisions of the Order, or Purchaser's previous acceptance of Goods or Services under the Order.
- 10) Purchaser shall pay Seller 30 days from the month end of receipt of an invoice in accordance with Clause 9 for the completed delivery of all Goods and/or Services that are the subject of the Order, to the value stated in the Order. Should any claim or demand be made against Purchaser as a result of any action or omission of Seller, Purchaser may withhold the unpaid balance of monies due to Seller hereunder until Purchaser is satisfied that the claim or demand has been released or provision has been adequately made therefor.
- 11) No waiver of any term or condition of the Order, no course of dealing between Purchaser and Seller, nor consent to any departure therefrom by Purchaser shall be effective unless the same shall be in writing and then such waiver shall be effective only in the specific instance and for the purpose for which it was given.
- 12) Purchaser may at any time by notice in writing from Purchaser vary the Order by way of increase or decrease in the character, quality or quantity of the Goods and/or Services to be provided pursuant to the Order. For any variance pursuant to this Clause, Purchaser shall vary the prices stated in the Order in writing by the reasonable cost occasioned by the variance to the Order or to the value reasonably determined by Purchaser.
- 13) Ownership (including copyright and moral rights) in all documentation (including without limitation drawings, specifications, calculations and software whether in written, electronic or other form) arising out of the Order and furnished by Purchaser or Seller vests in Purchaser on creation and such documentation shall not be disclosed by Seller to any third party (except in connection with performance of the Order) nor be used by Seller for any purpose other than the performance of the Order without prior written consent of Purchaser. This clause shall survive termination of the Order. Purchaser will be provided with native title documents for all work carried under the Order.
- 14) Seller agrees to comply with all applicable laws, rules, orders and regulations promulgated by Government bodies having jurisdiction over Seller, the work completed, or Goods and/or Services supplied and has included for this compliance in the prices stated in the Order. The Order shall be governed in all respects by the laws of the State of Western Australia.
- 15) Seller shall maintain a correct set of records for the Goods and/or Services supplied and shall allow Purchaser to audit such records upon request; provided that Seller shall have the right to exclude any trade secrets, formulae, or processes from such audit.
- 16) Seller shall not sub-contract or delegate its obligations under the Order without the written consent of Purchaser. Purchases of parts and materials normally purchased by Seller or required by the Order shall not be construed as sub-contracts or delegations. Seller shall be responsible for the actions, omissions and negligence of any sub-contractor or supplier in connection with or arising out of the Order as if such actions, omissions or negligence were those of the Supplier.
- 17) Seller agrees not to disclose to any person outside of its employment, nor use for any purposes other than to fulfil its obligations under the Order any information received from Purchaser pursuant to the Order, which is not otherwise publicly available. Seller agrees to return to Purchaser upon request all documents and electronic files received from Purchaser in connection with the Order.
- 18) The Seller shall indemnify Purchaser against loss of or damage to Purchaser or others (including Seller, its employees, contractors and agents and the employees, contractors and agents of Purchaser) and loss or damage resulting from death of or injury to any person (including Seller, its employees, contractors and agents and the employees, contractors and agents of Purchaser) that arises out of or in connection with the supply or installation of Goods or the provision of Services, under the Order.
- 19) The Seller warrants that the Goods correctly interpret dates and correctly performs calculations or functions using dates and the operation of the Goods including in conjunction with related products will not be adversely affected by the date.
- 20) If any Goods and/or Services supplied under the Order are the subject of any patent, trademark, design or copyright ("Intellectual Property"), Seller shall indemnify Purchaser against any damage, losses, costs and expenses suffered or incurred by Purchaser that arise out of the use or purchase of those Goods and/or Services in violation of any rights under such Intellectual Property.
- 21) Any dispute or difference whatsoever arising out of or in connection with this Contract may be submitted to arbitration in accordance with, and subject to, the Institute of Arbitrators & Mediators Australia Expedited Commercial Arbitration Rules.