

Purchase Order Terms and Conditions

1. SUPPLY OF GOODS AND/OR SERVICES

- 1.1. In consideration of payment of the Price by IOR, the Supplier must supply to IOR the Goods and/or perform the Services in accordance with the Purchase Order (which includes these Purchase Order Terms and Conditions).
- 1.2. To the extent the Supplier's terms and conditions are supplied with the Goods or 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 this Purchase Order (even if a representative of IOR signs those terms and conditions or annexes the terms and conditions to this Purchase Order).
- 1.3. Where this Purchase Order relates to Goods and/or Services the subject of a contract between the Supplier and IOR, the terms of that contract apply to the extent of any inconsistency with these Purchase Order Terms and Conditions.
- 1.4. The Supplier must, in supplying the Goods or performing the Services:
 - a. not interfere with IOR's activities or the activities of any other person at the Delivery Address;
 - b. be aware of and comply with and ensure that the Supplier's employees, agents and contractors are aware of and comply with:
 - i. all applicable Laws;
 - ii. all Site Standards and Procedures, to the extent that they are applicable to the supply of the Goods or the performance of the Services by the Supplier; and
 - iii. all lawful directions and orders given by IOR's representative or any person authorised by Law to give directions to the Supplier;
 - c. ensure that the Supplier's employees, agents and contractors entering IOR's premises perform in a safe manner and are properly qualified for, and skilled in, the performance of their tasks and are of such character as not to prejudice:
 - i. safe working practices;
 - ii. safety and care of property; and
 - iii. continuity of work;
 - d. provide all such information and assistance as IOR reasonably requires in connection with any statutory or HSEC investigation in connection with the supply of the Goods or the performance of the Services;
 - e. on request by IOR, provide to IOR and its employees, agents and consultants any information and assistance required to identify, evaluate, implement and report on any matter required by Law, including:

- i. producing written reports;
- ii. recommending efficiency opportunities;
- iii. collecting data; and
- iv. monitoring or metering,
- v. in respect of any thing used, produced or created in connection with the performance of the Supplier's obligations under this Contract.

2. DELIVERY

- 2.1 The Supplier must deliver the Goods to the Delivery Address by the Delivery Date.
- 2.2 The Supplier must ensure that the Goods are suitably packed to avoid damage in transit or in storage.
- 2.3 Packages must be marked with the Purchase Order number, item number, description, destination, contents, quantity, date and method of dispatch and weight of each package.

3. TIME FOR PERFORMANCE

The Supplier must perform the Services by the date specified in the Purchase Order.

4. TITLE AND RISK

- 4.1 Title in the Goods passes to IOR upon payment of the Price.
- 4.2 Risk in the Goods passes to IOR when the Goods are delivered to the Delivery Address.

5. PRICE

- 5.1 IOR must pay the Supplier the Price for the Goods and/or Services.
- 5.2 The Price is inclusive of all costs incurred by the Supplier in the supply of the Goods and/or performance of the Services including all charges for packing, insurance and delivery to the Delivery Address of the goods and the cost of any items used or supplied in the performance of the Services.
- 5.3 The Price is inclusive of all taxes and duties, except GST.

6. GST

- 6.1 If GST is imposed on any supply made by the Supplier under or in connection with this Purchase Order, the Supplier may recover from IOR, in

addition to the Price, an amount equal to the GST payable in respect of that Supply.

- 6.2 The Supplier must first provide IOR with a valid tax invoice before IOR will pay the GST amount to the Supplier.

7. INVOICING

- 7.1 Upon delivery of the Goods and/or completion of the Services, the Supplier must provide to IOR:
- where the Supplier has entered into an RCTI Agreement with IOR, a Supplier Reference Document; or
 - a valid tax invoice, which must include the information set out in clause 7.3.
- 7.2 IOR will, as soon as practicable after approval of the Supplier Reference Document by IOR, generate a Recipient Created Tax Invoice.
- 7.3 A Supplier Reference Document and any invoice must include the following details:
- a reference to this Purchase Order and the relevant Contract (if any) including the line item numbers on the Purchase Order and the Contract number;
 - a detailed description of the delivered Goods or performed Services, including the date of delivery and/or period of Services in respect of which the Supplier Reference Document or invoice relates and the relevant quantity;
 - an individual reference number for IOR to quote with remittance of payment;
 - the Price relating to the Goods and/or Services, broken down to reflect the same Price components on the Purchase Order;
 - the amount of any applicable GST;
 - IOR operation and Site; and
 - IOR contact name.
- 7.4 If IOR requests, the Supplier must provide IOR with all relevant records to calculate and verify the amount set out in any Supplier Reference Document or any Invoice.
- 7.5 IOR is not obliged to approve a Supplier Reference Document or any invoice submitted in accordance with clause 7.1, and may withhold approval and/or money due to the Supplier under this Contract if the Goods or Services (or any part of them) are Defective.
- 7.6 Subject to clause 7.5, IOR will pay all Recipient Created Tax Invoices and all invoices that comply with clause 7.3 within 30 days of their generation or receipt (as the case may be), except where IOR disputes the Supplier Reference Document or invoice, in which case:
- IOR may withhold payment pending resolution of the dispute; and
 - if the resolution of the dispute determines that IOR must pay an amount to the Supplier, IOR must pay that amount upon resolution of that dispute.

- 7.7 IOR may reduce any payment due to the Supplier under this Contract by any amount which the Supplier must pay IOR, including costs, charges, damages and expenses and any debts owed by the Supplier to IOR on any account whatsoever. This does not limit IOR's right to recover those amounts in other ways.

8. QUALITY

- 8.1 The Goods and/or Services must match the description referred to in the Purchase Order.
- 8.2 If the Supplier gave IOR a sample of the Goods or a demonstration of the Services, the Goods and/or Services must be of the same nature and quality as the sample or demonstration given.
- 8.3 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 IOR specifies.
- 8.4 The Goods must be of merchantable quality and, unless otherwise specified in the Purchase Order, must be new.

9. WARRANTY PERIOD

- 9.1 If, during the Warranty Period, any of the Goods or Services are found to be Defective, IOR may:
- return the Defective Goods to the Supplier;
 - reject the Defective Services;
 - repair or make good the Defective Goods; or
 - re-perform or make good the Defective Services.
- 9.2 The Supplier must:
- repair or replace the Defective Goods;
 - re-perform or make good the Defective Services; or
 - reimburse IOR for any expenses incurred in repairing, reperforming or making good (as the case may be) any Defective Goods or Services, at the Supplier's cost, if requested to do so by IOR.

10. DEFINITIONS

IOR means the IOR entity named in the Purchase Order, being IOR Energy Pty Ltd ABN 60 010 504 444, IOR Pty Ltd ABN 36 009 653 070, IOR Terminals Pty Ltd ABN 14 057 379 067 or any related entity.

Defective means Goods and/or Services (or any aspect of them) which are not in accordance with the Purchase Order or which are damaged, deficient, faulty, inadequate or incomplete.

Delivery Address means the place for delivery specified on the Purchase Order. **Delivery Date** means the delivery date specified on the Purchase Order.

Goods means the goods, if any, described on the Purchase Order.

GST has the meaning given to that term under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

HSEC means health, safety, environment and community.

Law means:

- a. Commonwealth, State and local government legislation including regulations, by-laws, orders, awards and proclamations;
- b. common law and equity;
- c. Authority requirements and consents, certificates, licences, permits and approvals (including conditions in respect of those consents, certificates, licences, permits and approvals); and
- d. guidelines of Authorities with which the Contractor is legally required to comply.

Purchase Order means the 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.

Price means the price set out in the Purchase Order which is exclusive of GST, but is inclusive of all other costs and charges.

RCTI Agreement means an agreement in the form provided by IOR and entered into between the Supplier and IOR or a related entity of IOR pursuant to which the parties have agreed that IOR will issue Recipient Created Tax Invoices in respect of all Goods and Services provided by the Supplier.

Recipient Created Tax Invoice has the meaning prescribed in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Services means the services, if any, described on the Purchase Order. Site Standards and Procedures means:

- a. Sustainability Policy and Management Standards;
- b. Guide to Business Conduct;
- c. Fatal Risk Control Protocols, and
- d. any other guidelines, rules, requirements or Site specific conditions which the Company makes available to the Contractor from time to time.

Supplier means the party identified in the Purchase Order.

Supplier Reference Document means a delivery document, dispatch note, time sheet, claim form or such other document which evidences the delivery of Goods or performance of Services.

Warranty Period means the period of 24 months commencing on the date of delivery of the Goods and/or

12 months from the date on which the Service is performed.

CONFIRMATION OF AGREEMENT

I hereby confirm our agreement to IOR's Purchase Order Terms and Conditions.

Contractor

Signature

Position

Date