



**QUEENSLAND NICKEL SALES PTY LTD**

---

**PURCHASE ORDER TERMS AND CONDITIONS**

---

**SUPPLY DEPARTMENT**

## **PURCHASE ORDER TERMS AND CONDITIONS**

### **1. SUPPLY OF GOODS AND/OR SERVICES**

- 1.1 In consideration of payment of the Price by the Buyer, the Seller must supply to the Buyer 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 Seller'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 the Buyer signs those terms and conditions or annexes the terms and conditions to this Purchase Order). To avoid doubt, the Buyer's terms and conditions shall prevail, regardless of any terms and conditions contained in or relating to any other documents submitted by the Seller.
- 1.3 Where this Purchase Order relates to Goods and/or Services the subject of a contract between the Seller and the Buyer, the terms of that contract apply to the extent of any inconsistency with these Purchase Order Terms and Conditions.
- 1.4 The Seller must, in supplying the Goods or performing the Services:
- (a) not interfere with the Buyer's activities or the activities of any other person at the Delivery Address;
  - (b) be aware of and comply with and ensure that the Seller's employees, agents and Sellers 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 Seller; and
    - (iii) all lawful directions and orders given by the Buyer's representative or any person authorised by Law to give directions to the Seller;
  - (c) ensure that the Seller's employees, agents and Sellers entering the Buyer'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 the Buyer reasonably requires in connection with any statutory or HSEC investigation in connection with the supply of the Goods and/or the performance of the Services;
  - (e) on request by the Buyer, provide to the Buyer 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,

in respect of anything used, produced or created in connection with the performance of the Seller's obligations under this Contract.

## **2. DELIVERY**

- 2.1 The Seller must deliver the Goods to the Delivery Address by the Delivery Date.
- 2.2 The Seller 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 Seller must perform the Services by the date specified in the Purchase Order.

## **4. TITLE AND RISK**

- 4.1 Subject to Clause 4.2 the title in the Goods passes to the Buyer upon payment of the Price.
- 4.2 The title of Goods supplied for hire remains with the Seller at all times.
- 4.3 Subject to Clause 4.4 the risk in the Goods passes to the Buyer when the Goods are delivered to the Delivery Address and accepted by the Buyer.
- 4.4 The risk in the Goods supplied for hire remains with the Seller at all times.

## **5. PRICE**

- 5.1 The Buyer must pay the Seller the Price for the Goods and/or Services.
- 5.2 The Price is inclusive of all costs incurred by the Seller 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 Seller under or in connection with this Purchase Order, the Seller may recover from the Buyer, in addition to the Price, an amount equal to the GST payable in respect of that Supply.
- 6.2 The Seller must first provide the Buyer with a valid tax invoice before the Buyer will pay the GST amount to the Seller.

## **7. INVOICING**

- 7.1 Upon delivery of the Goods and/or completion of the Services, the Seller must provide to the Buyer:
  - (a) where the Seller has entered into an RCTI Agreement with the Buyer, a Seller Reference Document; or

(b) a valid tax invoice,

which must include the information set out in clause 7.3.

7.2 The Buyer will, as soon as practicable after approval of the Seller Reference Document by the Buyer, generate a Recipient Created Tax Invoice.

7.3 A Seller Reference Document and any invoice must include the following details:

- (a) 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;
- (b) 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 Seller Reference Document or invoice relates and the relevant quantity;
- (c) an individual reference number for the Buyer to quote with remittance of payment;
- (d) the Price relating to the Goods and/or Services, broken down to reflect the same Price components on the Purchase Order;
- (e) the amount of any applicable GST;
- (f) Buyer operation and Site; and
- (g) Buyer contact name.

7.4 If the Buyer requests, the Seller must provide the Buyer with all relevant records to calculate and verify the amount set out in any Seller Reference Document or any Invoice.

7.5 The Buyer is not obliged to approve a Seller Reference Document or any invoice submitted in accordance with clause 7.1, and may withhold approval and/or money due to the Seller under this Contract if the Goods or Services (or any part of them) are Defective.

7.6 Subject to clause 7.5, the Buyer will pay all Recipient Created Tax Invoices and all invoices that comply with clause 7.3 within the payment terms stated in the Purchase Order, except where the Buyer disputes the Seller Reference Document or invoice, in which case:

- (a) the Buyer may withhold payment pending resolution of the dispute; and
- (b) if the resolution of the dispute determines that the Buyer must pay an amount to the Seller, the Buyer must pay that amount upon resolution of that dispute.

7.7 The Buyer may reduce any payment due to the Seller under this Contract by any amount which the Seller must pay the Buyer, including costs, charges, damages and expenses and any debts owed by the Seller to the Buyer on any account whatsoever. This does not limit the Buyer'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 Seller gave the Buyer 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 the Buyer specifies.
- 8.4 The Goods must be of merchantable quality and, unless otherwise specified in the Purchase Order or hired, must be new.

## **9. WARRANTY PERIOD**

9.1 If, during the Warranty Period, any of the Goods or Services are found to be Defective, the Buyer may:

- (a) return the Defective Goods to the Seller;
- (b) reject the Defective Services;
- (c) repair or make good the Defective Goods; or
- (d) re-perform or make good the Defective Services.

9.2 The Seller must:

- (a) repair or replace the Defective Goods;
- (b) re-perform or make good the Defective Services; or
- (c) reimburse the Buyer for any expenses incurred in repairing, re-performing or making good (as the case may be) any Defective Goods or Services,

at the Seller's cost, if requested to do so by the Buyer.

## **10. HIRE EQUIPMENT**

- 10.1 This clause 10 only operates where the Goods are hired.
- 10.2 The Seller agrees to hire the Goods to the Buyer for the period indicated in the Purchase Order ("the Term").
- 10.3 The Goods shall be delivered by the Seller to the Delivery Address.
- 10.4 The Seller must provide the Buyer with copies of all relevant instruction manuals relating to the Goods.
- 10.5 The Seller shall be responsible for routine maintenance of the Goods unless otherwise specified in the Purchase Order.
- 10.6 At the end of the Term the Buyer shall make the Goods available to the Seller at the Delivery Address (or an alternative address as agreed in writing between the Seller and the Buyer) in good order (fair wear and tear excepted).
- 10.7 If there is a dispute in respect of the condition of the Goods at the end of the Term the Seller and the Buyer shall attempt to resolve the dispute in good faith prior to commencing legal proceedings.

## **11. DEFINITIONS**

**Buyer** means Queensland Nickel Sales Pty Ltd.

**Seller** means the party identified in the Purchase Order.

**Seller 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.

**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 Seller is legally required to comply.

**Purchase Order** means the purchase order for Goods and/or Services issued by the Buyer to the Seller 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 the Buyer and entered into between the Seller and the Buyer or a related entity of the Buyer pursuant to which the parties have agreed that the Buyer will issue Recipient Created Tax Invoices in respect of all Goods and Services provided by the Seller.

**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** refers to the Buyer's Standards and Procedures available via the Buyer's homepage and any other guidelines, rules, requirements or Site specific conditions which the Buyer makes available to the Seller from time to time.

**Warranty Period** means the period specified by the Manufacturer of the Goods or the period of 12 months, whichever is the greater commencing on the date of delivery of the Goods or in respect of the Service from the date on which the Service is performed.