

PURCHASE ORDER TERMS AND CONDITIONS

1 SUPPLY OF GOODS AND/OR SERVICES

- 1.1 In consideration of payment of the 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 Purchase Order (which includes these Purchase Order Terms and Conditions).
- 1.2 To the extent permitted by Law and to the extent the Contractor's general terms and conditions or other additional terms are supplied to the Company in respect of 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 any representative of the Company 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 Contractor and the Company, the terms of that contract apply to the extent of any inconsistency with these Purchase Order Terms and Conditions.
- 1.4 The Contractor must, in supplying the Goods or performing the Services:
 - (a) not interfere with the Company's activities or the activities of any other person at the Delivery Point or the Site;
 - (b) be aware of and comply with, and ensure that the Contractor's Personnel are aware of and comply with:
 - (i) all applicable Laws;
 - (ii) all Site Standards and Procedures, to the extent that these documents are applicable to the supply of the Goods or the performance of the Services by the Contractor; and
 - (iii) all lawful directions and orders given by the Company's representative or any person authorised by Law or the Site Standards and Procedures to give directions to the Contractor;
 - (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 does not prejudice safe working practices, safety and care of property and continuity of work at the Site;
 - (d) 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; and
 - (e) on request by the Company, provide to the Company and Company Personnel any information and assistance required to identify, evaluate, implement and report on any matter required by Law in respect of any thing used, produced or created in connection with the performance of the Contractor's obligations under this Purchase Order.

2 DELIVERY

- 2.1 The Contractor must deliver the Goods to the Delivery Point by the Delivery Date.

- 2.2 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.
- 2.3 Packages must be marked with the Purchase Order number, item number, Delivery Point, contents, quantity, date and method of dispatch and weight of each package.

3 TIME FOR PERFORMANCE OF THE SERVICES

- 3.1 The Contractor must perform the Services by the date specified in the Purchase Order.

4 TITLE AND RISK

- 4.1 Title to and risk in the Goods does not pass to Company until Company takes delivery, inspects and accepts the Goods as set forth in this Purchase Order. Contractor warrants that it has complete ownership of the Goods, free of any liens, charges and encumbrances and shall provide the Goods to Company on that basis and that Company shall be entitled to clear, complete and quiet possession of the Goods.
- 4.2 The Company will bear risk in the Goods when the Company takes delivery as set forth in clause 4.1 above of those Goods at the Delivery Point.

5 PRICE

- 5.1 The Company must pay the Contractor the Price for the Goods and/or Services at the time set out in this Purchase Order (subject to the requirements of clause 6 having been satisfied).
- 5.2 The Price is inclusive of:
- (a) all charges for packaging, packing, insurance and delivery of the Goods in accordance with this Purchase Order;
 - (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;
 - (c) the Contractor's compliance with its obligations under this Purchase Order; and
 - (d) all Taxes.

6 INVOICING AND PAYMENT

- 6.1 On delivery of the Goods and/or completion of the Services, the Contractor must provide to the Company:
- (a) a Contractor Reference Document;
 - (b) if the Company directs, an Invoice which meets all the requirements of a valid invoice for Consumption Tax purposes in a relevant jurisdiction, which must include the information set out in clause 6.3.
- 6.2 The Contractor must provide the Contractor Reference Document or Invoice using an electronic invoicing system if directed to by the Company

- 6.3 Any Contractor Reference Document or 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 this 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 and the relevant quantity of the Goods and/or Services;
 - (c) an individual reference number for the Company 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 this Purchase Order, including the amount of any applicable Consumption Tax; and
 - (e) Company operation, Site and Company contact name.
- 6.4 In circumstances where there is an adjustment event under the relevant tax law, the Contractor must promptly create an adjustment note for any overpayment or underpayment of Consumption Tax and, where applicable, the Contractor must apply to the relevant Authority for a refund of any overpayment by the Contractor for Consumption Tax. The Contractor must refund to the Company any such overpayment except that the Contractor need not refund to the Company any amount for Consumption Tax paid to the Authority unless the Contractor has received a refund or credit for that amount.
- 6.5 If the Company requests, the Contractor must provide the Company with all relevant records to calculate and verify the amount set out in any Contractor Reference Document or any Invoice.
- 6.6 The Company must pay all Invoices that comply with clause 6.3 within sixty (60) days (or such other period as the Company's duly authorized representative and Contractor's duly authorized representative agree in writing) of the date on which the relevant invoice is generated (in the case of a recipient created tax invoice) or, in the case of all other invoices, the later of the date on which the relevant invoice is received from the Contractor and the date the Company verifies that the Goods have been received or Services have been rendered (in all other cases), except where the Company:
- (a) is required by Law to pay within a shorter time frame, in which case the Company must pay within that time frame;
 - (b) exercises any right to retain, withhold, reduce or set-off any amount due to the Contractor;
 - (c) disputes the Contractor Reference Document or Invoice, in which case:
 - (d) to the extent permitted by Law, the Company may withhold payment of the disputed part of the Contractor Reference Document or Invoice pending resolution of the dispute; and
 - (e) if the resolution of the dispute determines that the Company must pay an amount to the Contractor, the Company must pay that amount upon resolution of that dispute; or
 - (f) is required by Law to withhold a portion of payment for services rendered by a foreign contractor.

- 6.7 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.
- 6.8 Where the Company reasonably believes in good faith that it is required by Law to withhold or deduct any Withholding Amount from any payment due to the Contractor under this Purchase Order:
- (a) The Contractor authorizes the Company to withhold or deduct the Withholding Amount;
 - (b) The Contractor acknowledge and agree that when the Company pays the Withholding Amount to the relevant Authority, the Company is deemed to have paid an amount equal to the Withholding Amount to the Contractor as the case may be; and
 - (c) When the Company withholds or deducts that amount from any payment due to the Contractor, the Company must give the Contractor written notice of the payment of the Withholding Amount and if provided with a tax withholding receipt by the relevant Authority, and requested by the Contractor, shall provide a copy of that tax withholding receipt to the Contractor within a reasonable amount of time.

7 CONDITIONS AS TO QUALITY OF THE GOODS AND THE SERVICES

- 7.1 The Contractor must ensure that:
- (a) the Goods and Services supplied by the Contractor match the description of the Goods and Services in this Purchase Order;
 - (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;
 - (c) if the Contractor provided the Company with a demonstration of the Services before the Company issued this Purchase Order, the Services correspond in nature and quality with the Services demonstrated;
 - (d) if the Contractor showed the Company a result achieved by the Services before the Company issued this Purchase Order, the Services correspond in nature and quality with the services that achieved that result;
 - (e) the Services are performed with the professional skill, care and diligence expected of a skilled and experienced professional contractor;
 - (f) the Goods and Services are fit for the purposes set out in, or which an experienced professional contractor would reasonably infer from, this Purchase Order;
 - (g) the Goods are new and of merchantable quality;
 - (h) 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;
 - (i) 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 purpose and any purpose described in this Purchase Order; and

- (j) the Company has 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).

8 ACCEPTANCE AND CHANGE OF A PURCHASE ORDER

- 8.1 The Contractor may request changes to this Purchase Order, by written notice to the BHP Billiton contact specified in this Purchase Order, in response to which the Company may issue a changed Purchase Order. If the Company is unable to accept the requested changes, the Company will cancel this Purchase Order.

9 LIABILITY AND INDEMNITY

- 9.1 THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS CLAUSE COMPLIES WITH THE REQUIREMENT, KNOWN AS THE EXPRESS NEGLIGENCE RULE, TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THIS PURCHASE ORDER HAS PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF THE OTHER PARTY, ITS RELATED ENTITIES AND OTHERS AS SET FORTH HEREIN.
- 9.2 The parties agree that the indemnity and insurance obligations contained in this Purchase Order are separate and apart from each other, such that failure to fulfill the indemnity obligations does not alter or eliminate the insurance obligations or vice versa.
- 9.3 The parties expressly acknowledge that the indemnity obligations set forth in this Purchase Order survive the termination of this Purchase Order.
- 9.4 Notwithstanding another provision herein the Contractor will protect, defend, indemnify, release and hold harmless the Company, its Related Entities, Separate Contractors and Company Personnel from and against any and all claims directly or indirectly arising out of, resulting from, or in connection with, the provision of the Goods and/or Services including ingress or egress of Contractor Personnel or loading or unloading of cargo, for:
 - (a) any injury, death or illness suffered by the Contractor, its Related Entities or Contractor Personnel; and
 - (b) any damage to or loss of any equipment, materials, vessels or other property of the Contractor, its Related Entities or Contractor Personnel, regardless of whether caused by or the result, in whole or in part, of the negligence (whether sole, concurrent, joint, active, or passive), gross negligence, wilful misconduct (whether sole, concurrent, joint, active, or passive) or fault of the Company, its Related Entities, Separate Contractors or Company Personnel or any other theory of legal liability, including strict liability, premises liability, breach of contract, breach of warranty, the unseaworthiness of any vessel or unairworthiness of any aircraft and including pre-existing conditions.
- 9.5 Notwithstanding another provision herein, the Company will protect, defend, indemnify, release and hold harmless the Contractor, its Related Entities and Contractor Personnel from and against any and all claims directly or indirectly arising out of, resulting from or in connection with the provision of the Goods and/or Services

including ingress or egress of Company Personnel or loading or unloading of cargo, for:

- (a) any injury, death or illness suffered by the Company, its Related Entities, Separate Contractors or Company Personnel; and
- (b) any damage to or loss of any equipment, materials, vessels, or other property of the Company, its Related Entities, Separate Contractors or Company Personnel, regardless of whether caused by or the result, in whole or in part, of the negligence (whether sole, concurrent, joint, active, or passive), gross negligence, wilful misconduct (whether sole, concurrent, joint, active, or passive) or fault of the Contractor, its Related Entities or Contractor Personnel or any other theory of legal liability, including strict liability, premises liability, breach of contract, breach of warranty, the unseaworthiness of any vessel or unairworthiness of any aircraft and including pre-existing conditions.

9.6 Where applicable, in cases where Contractor Personnel (to include any direct, borrowed, special or statutory employees of the Contractor or its subcontractors of any tier) are providing Goods and/or Services in or offshore the State of Louisiana or are otherwise covered by the Louisiana Workers' Compensation Act, La. R.S. 23:1021 et seq., the parties agree that the Goods and/or Services provided by such Contractor Personnel pursuant to this Purchase Order are an integral part of and are essential to the Company's ability to generate its goods, products, and services for the purpose of La. R.S. 23:1061(a)(1). Furthermore, the parties agree that the Company is the statutory employer of such Contractor Personnel for purposes of La. R.S. 23:1061(a) (3) and that the Company will be entitled to the protections afforded a statutory employer under Louisiana law. Irrespective of the Company's status as the actual or alleged statutory or special employer (as defined in La. R.S. 23:1031(c)) of any such Contractor Personnel, the Contractor will remain primarily responsible for the payment of all workers' compensation and medical benefits to such Contractor Personnel and will not be entitled to seek contribution for any such payments by the Company, its Related Entities, Separate Contractors or Company Personnel, and the Contractor further agrees that it will protect, defend, indemnify, release and hold harmless the Company, its Related Entities, Separate Contractors and Company Personnel from and against any such payments and any and all claims relating to or asserted by such Contractor Personnel for injury, death, illness or property damage or loss, even if any such Contractor Personnel claim, assert or are also held to be an employee (whether a direct, statutory, special or borrowed employee, or otherwise) of the Company, its Related Entities, Separate Contractors or Company Personnel.

9.7 In the event the Purchase Order is interpreted under the Laws of the State of Texas, USA, for purposes of Title 6, chapter 127 of the Texas Civil Practice and Remedies Code, commonly known as the Texas Oilfield Anti-Indemnity Act, the indemnity and insurance provisions of the Purchase Order will be effective to the maximum extent permitted by such statute, and the Contractor and the Company each agree to support their respective indemnity obligations by providing liability insurance coverage (or qualified self -insurance or a combination thereof), with minimum limits and types of coverage not less than those set forth for the Contractor herein and with respect to unilateral obligations, in the statutory amounts, which is obtained by each of the parties for the benefit of the other party and the other indemnitees as defined in this Purchase Order. The Contractor acknowledges and agrees that (i) the Company may be self-insured with respect to all or a part of its indemnity obligations hereunder, (ii) the Company has the financial capability to fund any such obligations, (iii) such self-insurance is qualified self-insurance for purposes of the Texas Anti-Indemnity Act, and (iv) such self-insurance is satisfactory to the Contractor.

- 9.8 Contractor shall maintain at its own cost and expense insurance with adequate territorial provisions in following types and amounts during the period of this Purchase Order: (i) **Workers' Compensation Insurance** complying with all applicable laws and including Employers' Liability Insurance of USD \$1,000,000.00 per accident, including coverage for occupational disease; (ii) **Commercial General Liability Insurance** on an occurrence form covering bodily injury and property damage, including broad form coverage for contractual liability, and including products and completed operations coverage for a minimum of two years, with a combined single limit of not less than USD \$1,000,000.00 per occurrence and not less than a USD \$2,000,000.00 annual aggregate limit; (iii) **Commercial Automobile Liability Insurance** covering all owned, hired and non-owned vehicles with a minimum combined single limit of not less than USD \$1,000,000.00 per occurrence; and (iv) **Umbrella Liability Insurance** providing coverage in excess of the coverages to be provided by Contractor above (with the exception of Workers' Compensation insurance), which shall provide coverage at least as broad as the underlying policies, with a minimum limit of USD \$5,000,000.00 per occurrence.
- 9.9 All of Contractor's policies of insurance shall, with respect to the risks and liabilities assumed by Contractor under this Purchase Order (i) name Company, its Related Entities, Separate Contractors and Company Personnel as additional insureds, or indemnity to principal, under such policies, except for Workers' Compensation Insurance coverage, on a broad form basis (with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured); and (ii) contain provisions stating (a) that the policies affording coverage shall apply as primary insurance without right of contribution via counterclaim, offset or otherwise and (b) that the insurers waive all rights of subrogation against the Company, its Related Entities, Separate Contractors and Company Personnel. Upon request of Company, Contractor shall, prior to performing any obligation hereunder, furnish Company with certificates of insurance in accordance with the coverages prescribed. In the event that liability for any loss or damage is denied by the underwriter(s) of Contractor, in whole or in part, for any reason, or if Contractor fails to maintain any of the required insurance, Contractor shall become an insurer to the extent of any such failure and shall, in addition, indemnify and hold harmless Company, its Related Entities, Separate Contractors and Company Personnel against all claims which would otherwise be covered by said insurance.
- 9.10 To the extent permitted by Law, the Company's liability to the Contractor arising out of or in connection with this Purchase Order is limited to the total Price paid or payable by the Company under this Purchase Order.

10 ENDING THIS PURCHASE ORDER

- 10.1 The Company may cancel this Purchase Order for any reason upon written notice to the Contractor, and:
- (a) subject to clause 7, the Company must pay for any part of the Goods delivered or Services performed prior to the cancellation;
 - (b) if the Contractor has shipped any Goods before the cancellation but the Goods have not been delivered to the Delivery Point at the date of cancellation, the Company may either:
 - (i) subject to clause 7, accept those Goods when delivered, and pay the Price for them; or
 - (ii) return the Goods to the Contractor at the Company's expense;

- (c) if the Contractor has not shipped the Goods at the time of cancellation, on receiving the written notice of cancellation the Contractor must stop manufacture of the Goods in accordance with and to the extent specified in the notice, and do everything possible to mitigate any costs incurred in relation to the Goods; and
- (d) if clause 10.1(b)(ii) or 10.1(c) applies:
 - (i) to the extent that the Goods were manufactured or fabricated in accordance with any specification prepared by the Contractor for the Company, the Company must reimburse the Contractor in respect of any expenditure reasonably incurred by the Contractor prior to the date of the cancellation which is directly attributable to the placing of the Purchase Order and which the Contractor is not able to recoup in some other way; and
 - (ii) the Contractor is not entitled to the Price of those Goods or Services, or to any compensation for that cancellation other than as specified in this clause 10.1(a).

11 CONFIDENTIAL INFORMATION

- 11.1 The Contractor must not advertise or issue any information, publication, document or article (including photographs or film) for publication or media releases or other publicity relating to the Goods, Services, this Purchase Order or the Company's Confidential Information without the prior written approval of the Company.
- 11.2 The Contractor must not, and must ensure that the Contractor's Personnel do not, without the prior written approval of the Company:
 - (a) use Confidential Information other than as necessary for the purposes of fulfilling the Contractor's obligations under this Purchase Order; or
 - (b) disclose the Confidential Information, other than to the Contractor's Personnel who need the information to enable the Contractor to perform this Purchase Order, to the Contractor's legal advisors, accountants or auditors, or where disclosure is required by Law (including disclosure to any stock exchange).
- 11.3 The Contractor must, within ten (10) Business Days (or any other period agreed in writing by the Parties) after a direction by the Company to do so, return or destroy all Confidential Information in the Contractor's possession, custody or control.
- 11.4 The rights and obligations under this clause 11 continue after the termination of this Purchase Order.

12 PRIVACY

- 12.1 Where the Contractor Processes Personal Information in connection with this Purchase Order, the Contractor will:
 - (a) comply with all applicable Data Privacy Laws; and
 - (b) take all appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Information and against accidental loss, disclosure or destruction of, or damage to, Personal Information.

13 INTELLECTUAL PROPERTY

- 13.1 Subject to the terms and conditions of this clause 13, a party's Background IP remains vested in that Party.
- 13.2 The Contractor grants the Company a non-exclusive, perpetual, royalty-free, irrevocable, transferable licence (with the right to assign and sub-license) to use the Contractor's Background IP to the extent necessary to use the Goods and/or Services, and assigns to the Company all Project IP upon the creation of that Project IP.
- 13.3 The Company grants the Contractor a non-exclusive, royalty-free, revocable, non-transferable licence to use the Project IP and the Company's Background IP to the extent required to perform the Contractor's obligations under this Purchase Order.

14 DEFECTS

- 14.1 If, during the Defects Correction Period, the Company finds any Defect in the Goods or Services (other than a Defect caused by the negligence of the Company), the Company may:
- (a) reject the Goods with the Defect and return them to the Contractor, in which case the Contractor must replace the Goods free of charge and reimburse the Company for any expenses incurred;
 - (b) reject the Services with the Defect, in which case the Contractor must re-perform the Services free of charge; or
 - (c) make good or engage another contractor to make good the Defect, in which case the Contractor must reimburse the Company for any expenses incurred.
- 14.2 If the Contractor does not replace the Goods pursuant to clause 14.1(a) or re-perform the Services pursuant to clause 14.1(b) and:
- (a) the Company has already paid the Contractor for the Goods or Services with the Defect, the Contractor must repay the Company the Price for those Goods or Services; or
 - (b) the Company has not already paid the Contractor for the Goods or Services with the Defect, the Company is not liable to pay the Contractor for those Goods or Services.
- 14.3 The acceptance of any Goods or Services with a Defect by the Company will not bind the Company to accept any other Goods or Services with a Defect and does not affect any of the Company's other rights under this Purchase Order or at Law.
- 14.4 Where the Contractor has made good any Defect under this clause, those Goods or Services will be subject to the same Defects Correction Period as the original Goods or Services, from the date the Contractor made good the Defect.

15 ANTI-CORRUPTION OBLIGATIONS

- 15.1 The Contractor represents, warrants and agrees that neither the Contractor, any of its related entities nor the Contractor's Personnel authorised, offered, promised or gave or will authorise, offer, promise or give anything of value to:
- (a) any:

- (i) individual who is employed by or acting on behalf of an Authority, government, government-controlled entity or public international organization;
 - (ii) political party, party official or candidate;
 - (iii) individual who holds or performs the duties of an appointment, office or position created by custom or convention; or
 - (iv) individual who holds himself out to be the authorised intermediary of any person specified in paragraphs (i), (ii) or (iii) above, (each, a **“Government Official”**), in order to influence official action relating to either, or both, the Company or this Purchase Order;
- (b) any person (whether or not a Government Official) to influence that person to act in breach of a duty of good faith, impartiality or trust (**“acting improperly”**) in relation to either, or both, the Company or this Purchase Order, to reward the person for acting improperly or in circumstances where the recipient would be acting improperly by receiving the thing of value; or
- (c) any other person while knowing, or while he or she ought reasonably to have known, that all or any portion of the money or other thing of value that was authorised, offered, promised or given or will be offered, promised or given to:
- (i) a Government Official in order to influence or reward official action relating to either, or both, the Company or this Purchase Order; or
 - (ii) any person in order to influence or reward such person for acting improperly.

15.2 The Company may terminate this Purchase Order for default, if the Contractor breaches this clause 15 or any Applicable Anti-corruption Laws in performing its obligations under this Purchase Order.

16 CONTRACTOR TO MAINTAIN BOOKS AND RECORDS

16.1 The Contractor will keep and maintain accurate and reasonably detailed books and financial records in connection with its performance under, and payments made in connection with, this Purchase Order.

16.2 The Contractor will, upon request, permit the Company to audit and examine any books and financial records necessary for the verification of compliance with the Contractor’s representations, warranties and undertakings under this Purchase Order.

17 ANTI-COMPETITIVE BEHAVIOR

17.1 Each Party hereby warrants that, as at the date of this Purchase Order and on each subsequent occasion it performs obligations under this Purchase Order, it has not engaged in any Anti-competitive Behaviour in relation to the potential or actual terms and conditions of this Purchase Order, including the Price.

18 TRADE CONTROLS

18.1 Each Party, in performing its obligations under this Purchase Order, shall comply with Applicable Trade Controls Laws and shall not be required to take any action, or refrain from taking any action, where doing so would be penalized by such laws.

- 18.2 The Contractor shall not, without the Company's prior written consent, supply to the Company any Goods or Services sourced in whole or in part from a Sanctioned Country or Territory; from Sanctioned Country or Territory entities, residents, or governmental entities; or from a Sanctioned Party.
- 18.3 Each Party represents and warrants that it:
- (a) is not organized under the laws of, or ordinarily resident in, a Sanctioned Country or Territory;
 - (b) is not part of the government of a Sanctioned Country or Territory, or owned or controlled by the government of a Sanctioned Country or Territory; and
 - (c) is not a Sanctioned Party.
- 18.4 Upon request of the Company, Contractor will provide to Company the export/import jurisdiction and classification of items Contractor furnishes to the Company in connection with supplying the Goods, performing the Services, or otherwise.
- 18.5 Either Party may immediately cancel or terminate this Purchase Order for default by notice in writing to the other Party if the other Party breaches any provision of this clause **Error! Reference source not found.**, other than sub-clause 18.4, in supplying the Goods, performing the Services, or otherwise performing its obligations under this Purchase Order.

19 LANGUAGE

- 19.1 If by Law the parties are required to translate this Purchase Order into another other language, then to the extent permitted by Law, the English language text of this Purchase Order will prevail over any inconsistencies or differences of interpretation with any other language. In the event of any such inconsistency or difference, the parties must amend the text in any other language to remove the inconsistency or difference.

20 GOVERNING LAW

- 20.1 This Purchase Order and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) will be governed by, construed and take effect in accordance with the law in force in the Jurisdiction.
- 20.2 The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods (adopted at Vienna on 10 April 1980) does not apply in any respect to this Purchase Order.

21 DEFINITIONS

In this Purchase Order (unless the context otherwise requires):

Anti-competitive Behaviour means any communication (by any means, whether electronic, written, verbal or otherwise), agreement (by any means, whether formal, informal, contractual, non-contractual, written or verbal) or other form of coordination or cooperation with any competitor (whether past, present or potential) that is unlawful or otherwise restricted or prohibited under applicable competition Laws.

Applicable Anti-corruption Laws means any anti-corruption Laws that are applicable to either the Company, the Contractor or this Purchase Order, including the US Foreign Corrupt Practices Act and the UK Bribery Act.

Authority means any national, state, provincial, regional, territorial, local or municipal government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, legislative, judicial or administrative body.

Background IP means any intellectual property owned or licensed by a party which that party makes available, contributes, brings to or uses in connection with this Purchase Order.

Business Day means a day that is not a Saturday, Sunday, a national holiday at the Site, nor 26, 27, 28, 29, 30 or 31 December.

Company means the entity named as such in this Purchase Order.

Company Personnel means the agents, representatives, servants, directors, officers, assigns, managers, members, shareholders, owners, invitees and employees of the Company, Company's Related Entities and Separate Contractors.

Confidential Information means the terms of this Purchase Order and the Company's information made available to the Contractor at any time in connection with this Purchase and the Goods and/or the Services, together with any information that concerns the business, operations, finances, plans, customers or suppliers of the Company (or the Company's related entities) and any information that is by its nature confidential or which the other party knows or ought to know is confidential, disclosed to or acquired by the Contractor (including any information that is derived from such information), but does not include information which:

- (a) is or becomes public knowledge other than by a breach of this Purchase Order;
- (b) is in the Contractor's possession without restriction in relation to disclosure on or before the date on which it is disclosed to or acquired by the Contractor; or
- (c) has been independently developed by the Contractor or acquired from a source which was not subject to a duty of confidentiality to the Company.

Consumption Tax means value-added Tax, sales Tax, goods and services Tax or any Tax analogous thereto, but excludes any statutory late payment interest or penalties.

Contractor means the party or parties named as such in this Purchase Order.

Contractor Personnel means the agents, representatives, servants, directors, officers, assigns, managers, members, shareholders, owners, invitees and employees of the Contractor, Contractor's Related Entities and Contractor's Subcontractors of any tier and their respective Related Entities.

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

Data Privacy Laws means all laws now or in the future relating to data protection, privacy and information security, including all applicable international, regional, federal, or national data protection laws, regulations and regulatory guidance.

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

Defects Correction Period means the period of twenty-four (24) months from the date of delivery of the Goods and/or twelve (12) months from the date on which a Service is last performed.

Delivery Date means the delivery date specified on the Purchase Order.

Delivery Point means the place for delivery of the Goods specified on this Purchase Order.

Goods means the goods, if any, specified as such in this Purchase Order (including any part of the goods specified).

Jurisdiction means the state or territory where the Company has its principal place of business.

Invoice means an invoice submitted by the Contractor in accordance with clause 6.1.

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, licences, permits and approvals (including conditions in respect of those consents, certificates, licences, permits and approvals) with which a party is legally required to comply.

Personal Information means information and data which relates to a living individual who can be identified from that information or from that information in combination with other information reasonably likely to come into the possession of the same party, whether the information is recorded in a material form or not.

Price means the price or rates specified as such in this Purchase Order.

Processing means in relation to information or data, means collecting, using or disclosing the information or data and any other operation which may be performed upon the information or data, and “**process(es)** / **processed**” will be interpreted accordingly.

Project IP means all intellectual property created, discovered or coming into existence as a result of, for the purpose of, or in connection with the performance of this Purchase Order.

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.

Related Entity means, in relation to a Party or other entity, a body corporate which is:

- (a) a controlling company;
- (b) a controlled company; or
- (c) a controlled company of a controlling company, of that Party or other entity and in respect of the Company includes:
- (d) BHP Billiton Plc;
- (e) BHP Billiton Limited;

- (f) any body corporate controlled by BHP Billiton Plc or BHP Billiton Limited;
- (g) any body corporate controlled by BHP Billiton Plc and BHP Billiton Limited taking into account the aggregate percentage interests of their respective direct or indirect shareholdings in that body corporate; or
- (h) any body corporate controlling or controlled by the bodies corporate referred to in paragraphs (d) to (g).

For the purposes of this definition, one body corporate controls another when at the relevant time:

- (a) it owns either directly or indirectly or is otherwise in a position to cast, or control the casting of, not less than fifty percent (50%) of the shares entitled to vote at general meetings of that other body corporate; or
- (b) it controls the composition of a majority of the board of that other body corporate, and “controlled” and “controlling” will be construed accordingly.

In respect of the Company, Related Entities also includes the Company’s co-venturers, co- owners, partners, joint venturers, co-lessees, co-working interest owners, farmers, and farmees, and their respective Related Entities.

Sanctioned Country or Territory means any country or territory against which comprehensive sanctions are imposed by Australia, the United States, the United Kingdom, the EU, any EU Member States, Switzerland, the United Nations, or any other country with jurisdiction over the activities undertaken in connection with this Purchase Order, and currently includes Cuba, Iran, North Korea, Sudan, Syria, and the Crimea region of Ukraine.

Sanctioned Party means any person or entity that is designated for export controls or sanctions restrictions under any Applicable Trade Controls Laws and any entity fifty percent (50%) or more owned or controlled, directly or indirectly, by one or more of the foregoing persons or entities.

Separate Contractors means all contractors, consultants and other persons engaged to carry out any works or services of whatever nature at or in the vicinity of the Site (other than the Contractor, the Contractor’s Related Entities and the Contractor’s Subcontractors of any tier and each of their respective Related Entities).

Services means the services, if any, specified as such in this Purchase Order (including any part of the specified services and any ancillary services).

Site means the place described as such in this Purchase Order as the place for the 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.

Tax:

- (a) includes all present or future taxes, fees, levies, duties, imposts, assessment royalties, tariffs, fees and charges imposed or assessed in respect of this Purchase Order by all Authorities including income tax, payroll tax, statutory pension or superannuation contributions and workers’ compensation payments and contributions, customs duty, excise, and stamp duty, as well as interest, penalties and additions thereto; but,

(b) does not include Consumption Tax.

Withholding Amount means the amount that the Company is required by Law to withhold or deduct with respect to or which relates to any Tax.