

## **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 terms and conditions are supplied to the Company in respect of the Goods and/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 and/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 (including labor, social security and safety Laws);
    - (ii) all Site Standards and Procedures, to the extent that these documents are applicable to the supply of the Goods and/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 and/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 labor, social security, health and safety, environment or community investigation in connection with this Purchase Order, the supply of the Goods and/or the performance of the Services; and
  - (e) on request by the Company, provide to the Company and its 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**

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

### **4 TITLE AND RISK**

- 4.1 The Company will have title to the Goods when the Company pays for those Goods or when such Goods are delivered at the Delivery Point, whatever happens first.
- 4.2 The Company will bear risk in the Goods when the Company takes delivery 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 the 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 and/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 60 days (or such other period as the Company's Representative and Contractor's Representative agree) of the date on which the relevant invoice is generated (in the case of a recipient created tax invoice) or the later of the date on which the relevant invoice is received from the Contractor and the date that the Company verifies that the Goods have been received and/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:
    - (i) 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
    - (ii) 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
  - (d) is required by Law to withhold a portion of payment for services rendered by a foreign contractor.
- 6.7 The parties agree that the Company shall have 30 consecutive days to object the content of the Invoices.
- 6.8 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.
- 6.9 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**

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**

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 may cancel this Purchase Order.

## **9 ENDING THIS PURCHASE ORDER**

- 9.1 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 and/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 9.1(b)(ii) or 9.1(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 and/or Services, or to any compensation for that cancellation other than as specified in this clause 9.1(a).

## **10 CONFIDENTIAL INFORMATION**

- 10.1 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.
- 10.2 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).
- 10.3 The Contractor must, within 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.
- 10.4 The rights and obligations under this clause 10 continue after the termination of this Purchase Order.

## **11 PRIVACY**

- 11.1 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.

## **12 INTELLECTUAL PROPERTY**

- 12.1 Subject to the terms and conditions of this clause 12, a party's Background IP remains vested in that party.
- 12.2 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 and Project IP.
- 12.3 The Company shall have no material or contractual or legal restrictions or limitations (including the payment of fees) to use, modify or dispose the Contractor's Background IP and Project IP including the physical or electronic documents or materials where the Contractor's Background IP and Project IP is affixed.
- 12.4 The Company grants the Contractor a non-exclusive, royalty-free, revocable, non-transferable licence to use the Company's Background IP to the extent required to perform the Contractor's obligations under this Purchase Order.

## **13 DEFECTS**

- 13.1 If, during the Defects Correction Period, the Company finds any Defect in the Goods and/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.
- 13.2 If the Contractor does not replace the Goods pursuant to clause 13.1(a) or re-perform the Services pursuant to clause 13.1(b) and:
- (a) the Company has already paid the Contractor for the Goods and/or Services with the Defect, the Contractor must repay the Company the Price for those Goods and/or Services; or
- (b) the Company has not already paid the Contractor for the Goods and/or Services with the Defect, the Company is not liable to pay the Contractor for those Goods and/or Services.
- 13.3 The acceptance of any Goods and/or Services with a Defect by the Company will not bind the Company to accept any other Goods and/or Services with a Defect and does not affect any of the Company's other rights under this Purchase Order or at Law.
- 13.4 Where the Contractor has made good any Defect under this clause, those Goods and/or Services will be subject to the same Defects Correction Period as the original Goods and/or Services, from the date the Contractor made good the Defect.

#### 14 LIABILITY

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.

#### 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 BEHAVIOUR**

- 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 and/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 18, other than sub-clause 18.4, in supplying the Goods, performing the Services, or otherwise performing its obligations under this Purchase Order.

## **19 LANGUAGE**

If by Law the parties are required to translate this Purchase Order into another 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 ARBITRATION**

- 21.1 Any dispute or controversy among the parties with respect to the application, interpretation, breach, duration, liability, validity, existence or execution of this Purchase Order, or for any other reason, shall be submitted to arbitration according to the Rules of Arbitration

Procedure of the Santiago Arbitration and Mediation Centre in effect. The arbitrator will be a mixed arbitrator (at-law with regard to the substance and as *ex aequo et bono* with regard to the procedure) and no remedies or appeals shall proceed against the arbitral award, but the *recurso de queja* and the *recurso de casación en la forma* based on incompetence or ultra or extra petita.

- 21.2 The parties hereby confer an irrevocable special power of attorney upon the Santiago Chamber of Commerce A.G. in order to, at the written request of any of them, appoint a mixed arbitrator among the members of the arbitration list of the Santiago Arbitration and Mediation Centre. Prior to the designation of the arbitrator by the Chamber, each party may veto three (3) members from the arbitration list without any justification.
- 21.3 The arbitrators are especially empowered to resolve any matter relating to their competence and/or jurisdiction.
- 21.4 The arbitration will be in Santiago, Chile, and conducted in Spanish language.
- 21.5 The initiation of arbitration under this clause 21 will not suspend the delivery of the Goods and/or the performance of the Services under this Purchase Order.
- 21.6 This clause will survive the termination or expiration of this Purchase Order.

## 22 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.

**Applicable Trade Controls Laws** means any sanctions or export control laws, regulations, orders, directives, designations, licenses, or decisions imposed by Australia, the United States, the United Kingdom, the EU, any EU Member States, Switzerland, or any other country with jurisdiction over any transactions entered into in connection with this Purchase Order.

**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 public holiday at the Site, nor 27, 28, 29, 30 or 31 December.

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

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

**Defects Correction Period** means the period of 24 months from the date of delivery of the Goods and/or 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).

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

**Jurisdiction** means the jurisdiction of Chile.

**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.

**Personnel** means directors, officers, employees, agents, contractors, subcontractors or any other entity that forms part of that person's supply chain, but a reference to the Company's Personnel excludes the Contractor.

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

**Processing** means in relation to information or data, 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 (present or future) 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.

**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.

**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 50% or more owned or controlled, directly or indirectly, by one or more of the foregoing persons or 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, sales tax, 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.