

REQUEST FOR QUOTATION FOR GOODS AND/OR SERVICES

TERMS AND CONDITIONS

1. INTERPRETATION

- 1.1 In these Request for Quotation Terms and Conditions (unless the context otherwise requires):
- (a) **Company** is the BHP Billiton entity or business referred to in the Request for Quotation;
 - (b) **Goods** means the goods specified as such in the Request for Quotation;
 - (c) **Quotation** means the quotation that the Supplier submits to the Company in response to the Request for Quotation;
 - (d) **Quotation Submission Date** means the date referred to as such in the Request for Quotation;
 - (e) **Request for Quotation** means the document designated as such and which has been issued to the Supplier manually or electronically;
 - (f) **Services** means the services specified as such in the Request for Quotation; and
 - (g) **Supplier** is the company or organisation which has been invited to submit a Quotation.

2. REQUEST FOR QUOTATION

- 2.1 The Company requests the Supplier to provide a Quotation for the supply of the Goods and/or Services detailed in the Request for Quotation by the Quotation Submission Date.
- 2.2 All correspondence from the Supplier to the Company (including submission of the Quotation) shall be submitted via Quadrem, or, in the case of a manual or integrated supplier, by email to the Company's contact person listed in the Request for Quotation.
- 2.3 In the event that the Supplier chooses not to submit a Quotation, the Company requests that the Supplier duly inform the Company's contact person of that fact.

3. CONTENTS AND REQUIREMENTS FOR SUBMISSION OF A QUOTATION

- 3.1 In submitting its Quotation, the Supplier acknowledges and agrees that the Quotation shall:
- (a) detail the fixed and firm price of the Goods and/or Services;
 - (b) specify a realistic lead time;
 - (c) include a full description, part number and brand name where these differ to what is shown on the Company's request;
 - (d) exclude VAT, GST or any other applicable sales tax;
 - (e) specify the quoted currency; and

- (f) be prepared based on the delivery terms specified in the Request for Quotation.

4. QUOTATION VALIDITY

- 4.1 Any Quotation shall remain valid for a minimum of 30 (thirty) days from the Quotation Submission Date.

5. COMPANY'S DISCRETION

- 5.1 The Company may in its absolute discretion:
 - (a) require additional information or clarification from the Supplier;
 - (b) negotiate with any one or more suppliers;
 - (c) accept any quotation including non-conforming quotations;
 - (d) accept part of the Quotation;
 - (e) accept no part of the Quotation;
 - (f) change, suspend or cease to proceed with, the Request for Quotation process, whether before or after the Quotation Submission Date; and
 - (g) change the Quotation Submission Date.

6. NO LIABILITY

- 6.1 The Company shall not at any time be liable or responsible for, nor be under any obligation to reimburse the Supplier for, any losses or expenses or loss that may be incurred by the Supplier in the preparation and submission of its Quotation.

7. ACCEPTANCE OF QUOTATION

- 7.1 The Company will accept a Quotation by issuing a Purchase Order to the Supplier. No Quotation shall be deemed accepted by the Company unless a Purchase Order has been issued to the Supplier.
- 7.2 Any Purchase Order(s) issued to the Supplier pursuant to Clause 7.1 will be pursuant to and subject to the BHP Billiton Purchase Order Terms and Conditions in force as at the date of the Purchase Order. The Purchase Order Terms and Conditions can be accessed from the BHP Billiton website <http://www.bhpbilliton.com/info/suppliers#supplying-to-bhp-billiton> or by contacting the Company's contact person.