

STANDARD TERMS AND CONDITIONS

1. PURCHASE ORDER AND DELIVERY

- 1.1 These terms and conditions ("Contract") apply where there is no express contract between Gulf Civil and the Supplier for the supply of goods and/or services to Gulf Civil. Where there is an express contract, that other contract applies to the exclusion of this Contract.
- 1.2 Subject to clause 1.4, the Supplier agrees to supply, and Gulf Civil agrees to accept the supply of Products (being the goods and/or services, as appropriate, as set out in the Purchase Order (being the document described as such and provided by Gulf Civil to the Supplier requesting the supply of the Products to Gulf Civil)).
- 1.3 If the Purchase Order does not specify a quantity or value of Products to be purchased by Gulf Civil, then Gulf Civil will not be bound to purchase any specific or minimum quantity or value of Products. The Supplier must only invoice Gulf Civil for the quantity of Products supplied to Gulf Civil in response to a request from Gulf Civil.
- 1.4 Gulf Civil may withdraw the Purchase Order at any time prior to its acceptance by the Supplier.
- 1.5 The Supplier accepts a Purchase Order as soon as the first of the following occurs:
 - (a) the Supplier tells Gulf Civil that it accepts the Purchase Order; or
 - (b) the Supplier delivers the Products the subject of the Purchase Order.
- 1.6 A Purchase Order which has been accepted by the Supplier can only be varied by mutual agreement.
- 1.7 The Supplier must deliver the Products to the delivery location specified in the Purchase Order on the delivery date (or earlier with Gulf Civils' prior written consent).
- 1.8 If the Supplier cannot deliver the Products by the stipulated delivery date, Gulf Civil may elect, at its discretion, whether to place the Products on back order for delivery on a later delivery date or cancel the Purchase Order and receive a full refund of any amounts paid.
- 1.9 Each delivery must be accompanied by:
 - (a) delivery dockets marked with the Purchase Order number, a description of the Products, the quantity of Products, the Supplier's details including name, address, telephone number and facsimile number, the address of the delivery point and any other address to which the Products are to be supplied or charged, and the dispatch date and the dispatch number;
 - (b) a copy of the packing list (within each package of the Products); and
 - (c) any other document that is required to be provided under any law or pursuant to a reasonable direction by Gulf Civil.
- 1.10 Gulf Civil may reject any Products if Gulf Civil (acting reasonably) considers any of the warranties in this Contract are untrue or have been breached, or if the delivered Products do not conform with the Purchase Order. Gulf Civils' acceptance of the Products will not waive, limit or prejudice any rights, powers or remedies Gulf Civil may have as a result of a breach of any of the warranties, or any law.

2. WORKPLACE HEALTH, SAFETY AND ENVIRONMENT (WHSE)

Where the Product refers to Services being provided by the Supplier, then the following shall apply:

- 2.1 The Supplier must comply with and ensure that its Workers comply with WHS and Environmental Legislation, Codes of Practice and Australian Standards.
- 2.2 The Supplier shall complete the Services under their own WHSE Plans, Gulf Civil Site Rules and Permit and Isolation Systems and the Gulf Civil WHSMP when Gulf Civil is a Principal Contractor and unless otherwise agreed in writing, is responsible for the supervision of the Services and all Workers performing the Services. The Supplier shall consult with Gulf Civil on safety related matters including participation in safety and operational meetings with Gulf Civil personnel and other suppliers and supply any related documents to Gulf Civil.
- 2.3 Without limiting the above, the Supplier must do the following in relation to the Services:
 - (a) ensure that any Worker of the Supplier who performs the Services:
 - (i) is inducted by Gulf Civil and any applicable authorities (e.g. rail, port);
 - (ii) wears the personal protective equipment (PPE) appropriate for their work.;
 - (iii) is competent to perform their allocated work safely and have any legally required licenses and qualifications for such work;
 - (iv) is provided with such information, training and supervision as is necessary to ensure that they perform their allocated related directions.
 - (v) does all things necessary to prevent harm, damage or nuisance to the environment, plant and equipment or infrastructure; and
 - (vi) does not do anything which may place Gulf Civil in breach of applicable WHS and Environmental laws and legal requirements (including without limitation statutory environmental duties and obligations imposed by environmental permits, consents, licenses or approvals) held by the Supplier or Gulf Civil.
 - (b) ensure that all plant, equipment and substances used in the provision of the Services:
 - (i) are as far as reasonably practicable, safe and without risk to health and safety or the environment when properly used;
 - (ii) in relation to plant, are registered, tested, operated and maintained in accordance with manufacturer, supplier and legislative requirements; and
 - (iii) in relation to substances, are compliant with all material safety data sheets (SDS), a copy of which must be maintained on Site by the Supplier.
 - (c) ensure that prior to commencing each task, the Supplier provides Gulf Civil with a draft risk assessment or a Safety Work Method Statement (SWMS) for any high-risk construction work in relation to that task for review and then any amendments, prior to work continuing, and:
 - (i) ensure that each risk assessment and SWMS and any revisions are read and understood by all relevant Workers prior to work commencing or continuing;
 - (ii) acknowledge and agree that by reviewing a risk assessment or SWMS, Gulf Civil does not warrant or represent that the risk assessment or SWMS is complete or accurate and that the Supplier must satisfy itself through its own investigations that the SWMS is appropriate for the relevant work.
 - (d) at its own cost, co-operate and comply with any WHSE investigations or audits conducted by Gulf Civil or its nominee and/or any inspector appointed under the WHS and Environmental Legislation.
- 2.4 If Gulf Civil, in its sole discretion, determines that the Supplier is in breach of any of its obligations under this clause 2, Gulf Civil may
 - (a) remove the Supplier's Workers from Site, or
 - (b) immediately suspend the provision of Products and the Supplier will have no claim for costs or an extension of time arising out of or in connection with any suspension under this clause.

3. RISK, TITLE AND INSURANCE

- 3.1 Risk in the Products will pass from the Supplier to Gulf Civil on delivery of the Products.
- 3.2 Title in the Goods passes to Gulf Civil upon the earlier of delivery of the Goods or payment being made to the Supplier for the Goods. The Supplier must not claim or register any interest (including any security interest) in the Products.
- 3.3 The Supplier must have and maintain with a reputable insurer:
 - (a) (for Services) a public liability insurance policy for at least \$20 million for any one event, a workers' compensation insurance policy and where applicable an employer liability insurance policy; or
 - (b) (for Goods) a public and product liability insurance policy in respect of the Goods and Services for at least \$20 million for any one occurrence in respect of public liability and in the aggregate during any 12-month period in respect of products liability.

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4. PURCHASE PRICE AND INVOICING

- 4.1 Gulf Civil will pay the purchase price set out in the Purchase Order ("Price") for the Products prior to the due date specified on the Supplier's tax invoice. The Price will be in line with any agreed pricing between Gulf Civil and the Supplier.
- 4.2 The Supplier must reference this Purchase Order number on its invoice. Failure to do this may result in extra time required to resolve and may cause payment delays. Gulf Civil will not be liable for any interest or other costs where it is late in paying an invoice because of the Supplier's failure to comply with this clause.
- 4.3 Gulf Civil will pay the Price to the Supplier no later than **forty-five (45) days** after the end of month of date of the tax invoice unless otherwise agreed in writing or stipulated in the relevant Purchase Order.
- 4.4 Gulf Civil will only pay for the quantity of items that are ordered or services that are provided. In some cases, this may be less than that outlined within the original Purchase Order and the quantum of the purchase order is to be used as a guide only.

5. GST

- 5.1 If GST is payable by the Supplier on a supply of Products to Gulf Civil, then, to the extent that the consideration is expressed as an amount of money (the monetary consideration) for that supply and is not stated to include an amount in respect of GST, the Supplier may increase the monetary consideration by the applicable amount of GST and Gulf Civil must pay that increased amount at the same time and to the same extent as any part of the monetary consideration that is payable to the supplier in respect of the supply.
- 5.2 If an amount paid to the Supplier on account of GST under this clause is greater than the GST payable by the Supplier, and Gulf Civil is liable to pay an amount of GST to the Commissioner on account of over claimed input tax credits, the Supplier indemnifies Gulf Civil to the extent of input tax credits over claimed.
- 5.3 Gulf Civil is not obliged to pay any GST to the Supplier unless a valid tax invoice has been issued.
- 5.4 Words defined in A New Tax System (Goods and Services Tax) Act 1999 ("GST Law") have the same meaning in clauses concerning GST.
- 5.5 If a person is a member of a GST group, references to GST for which the person is liable and to input tax credits to which the person is entitled include GST for which the representative member of the GST group is liable and input tax credits to which the representative member is entitled.
- 5.6 References to GST extend to any notional liability of any person for GST and to any amount which is treated as GST under the GST Law, and references to an input tax credit extend to any notional input tax credit to which any person is entitled.

6. WARRANTIES, INSURANCES AND REMEDIES

- 6.1 The Supplier warrants as at the date of acceptance of the Purchase Order and again at delivery that:
- (a) the Supplier is the legal and beneficial owner of the Products and has the right to sell the Products to Gulf Civil free from all mortgages, charges, encumbrances, liens and other third-party rights and claims;
 - (b) the Products are new, free from defects or contamination, of merchantable quality and fit for the purposes for which the Products would ordinarily be used;
 - (c) the Products conform with the Supplier's specifications and any specifications agreed in writing between Gulf Civil and the Supplier;
 - (d) the Products conform with any description and any sample provided to Gulf Civil by or on behalf of the Supplier;
 - (e) the sale of the Products to Gulf Civil will not infringe any law and the Supplier has all licenses required by law to sell and deliver the Products to Gulf Civil; and
 - (f) the Products and the use or operation of the ordered Products for the purpose for which the Products would ordinarily be used and any purpose agreed between Gulf Civil and the Supplier will not infringe the intellectual property rights of any person.
- 6.2 If the Supplier breaches any warranties in respect of any Products or Gulf Civil rejects any Products under clause 1.10 then at Gulf Civil's discretion and upon demand from Gulf Civil the Supplier must at the Supplier's cost and expense and within reasonable time:
- (a) repair or modify those Products to Gulf Civil's reasonable satisfaction;
 - (b) replace those Products; or
 - (c) refund any amount paid by Gulf Civil to the Supplier in relation to those Products.
- 6.3 Nothing in clause 6.2 limits Gulf Civil's other rights, powers or remedies against the Supplier, including recovering any loss or damage suffered as a result of any willful or negligent act or omission of the Supplier.
- 6.4 Gulf Civil will be responsible for unloading the Products unless the Products (including packaging) weigh more than 1 tonne or are shipped on pallets exceeding the Australian Standard pallet size or unless otherwise stipulated in the relevant Purchase Order.

7. CONFIDENTIALITY

- 7.1 A party must keep confidential the terms of the Purchase Order, any negotiations and information relating to the Purchase Order and any other information passing between Gulf Civil and the Supplier (together, "information"), unless the information is in the public domain (other than by reason of a breach of this clause). However, a party may disclose information to an officer, employee, agent or representative, Related Body Corporate (as that term is defined in the Corporations Act 2001), professional adviser, insurer or financier, provided in each case that the recipient has a need to know the information. A party may also disclose information where required by law, by order of a court or under the rules of a securities exchange on which the party or its ultimate holding company is listed.

8. FORCE MAJEURE

- 8.1 Neither party is liable for the failure to perform their obligations under this Contract to the extent and for so long as their performance is prevented or delayed because of an act of God (including lightning, storm, flood, fire, earthquake, explosion, cyclone, tidal wave, landslide, or adverse weather conditions), an act of public enemy, war, sabotage, blockage, revolution, riot, insurrection or civil commotion, or disruption to the supply of power, gas or water, provided in each case the event is not caused by and must be beyond the control of the party whose performance is adversely affected by the event.

9. INDEMNITIES AND EXCLUSION OF CERTAIN LOSSES

- 9.1 The Supplier will indemnify Gulf Civil and its respective officers, employees and agents for all claims, costs or losses in respect of personal injury or death, or loss of or damage to any property arising out of or because of the provision of Goods or Services under this Contract.
- 9.2 The indemnity shall be reduced proportionally to the extent that the act or omission of Gulf Civil or its officers, employees or agents contributed to the claims, costs or losses.
- 9.3 The indemnities and assumptions of liability contained in this clause and elsewhere in this Contract will continue in full force and effect notwithstanding termination of this Contract whether by effluxion of time or otherwise.
- 9.4 The Supplier will not be liable to Gulf Civil for any damages for business interruption or loss of actual or anticipated revenue, income or profits, or loss of opportunity except where this loss arises because of any personal injury or death or loss or damage to property subject of the indemnity in clause 9.1.

10. ASSIGNMENT AND SUB-CONTRACTING

- 10.1 The Supplier shall not sub-contract the whole or any part of this Contract without prior written consent of Gulf Civil
- 10.2 If such consent is granted by Gulf Civil, it shall not relieve the Supplier from any liability or obligations under this Contract and the Supplier shall be responsible for the acts, omissions, defaults or negligence of any sub-contractor, its agents or workman as fully as if they were the acts, omissions, defaults or negligence of the Supplier.

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11. GENERAL

- 11.1 If a provision of this Contract would, but for this clause, be unenforceable the provision must be read down to the extent necessary to avoid that result or, if the provision cannot be read down to that extent, it must be severed without affecting the validity and enforceability of the remainder of this Contract.
- 11.2 No rule of construction applies to the disadvantage of a party because that party put forward this Contract or any portion of it.
- 11.3 A reference to a law includes any act, regulation, statute, by-law, ordinance or proclamation whether Federal, State or Local.
- 11.4 No party may disclose information of the kind referred to in s.275(1) of the Personal Property Securities Act 2009 (PPSA) (except where required by s.275(7) of the PPSA). The parties agree not to authorise the disclosure of such information.
- 11.5 Nothing in sections 120, 126, 128 or Division 6 of Part 4.3 of the PPSA applies to this Contract or any security under this Contract.
- 11.6 The law of this Contract is the law in the State or Territory in which the Goods are delivered. The parties irrevocably and unconditionally submit themselves to the exclusive jurisdiction of the courts of that location.
- 11.7 This Contract constitutes the entire agreement between the parties in respect of its subject matter and supersedes:
 - (a) all prior agreements, representations, warranties, promises, statements, negotiations and letters in respect of its subject matter;
 - (b) any proposed terms of supply issued by the Supplier to Gulf Civil in connection with the Products, either before or after the date of this Contract.