

1. SUPPLY OF GOODS AND SERVICES

1.1 The Contractor must supply the Goods and/or perform the Services to the Company, by the Date for Completion and in accordance with this Agreement.

1.2 The Contractor must:

- (a) not interfere with the activities of any person at the Delivery Address;
- (b) comply with, and ensure that the Contractor's Personnel comply with:
 - (i) applicable Laws;
 - (ii) Site Standards and Procedures;
 - (iii) all reasonable directions of the Company's representative; and
 - (iv) the Company's Policies;
- (c) deliver the Goods to the Delivery Address;
- (d) ensure that the Goods are suitably packed to avoid damage;
- (e) ensure that packages are accompanied by a delivery note specifying the Purchase Order number, item number, destination, contents, quantity and date;
- (f) ensure that the Goods and/or Services match the description referred to in the Agreement;
- (g) ensure the Services are performed with the level of skill, care, diligence and competence expected of a skilled, careful, diligent and competent contractor experienced in providing services similar to the Services;
- (h) ensure the Goods and/or Services are fit for the purpose for which goods and/or services of the same kind are commonly supplied or bought, and for any other purpose the Company expressly specifies in this Agreement;
- (i) ensure the Goods are new; and
- (j) provide any information reasonably requested by the Company from time to time.

1.3 Where the Contractor performs Services on the Site, the Contractor shall:

- (a) be an active member of the ISNetwork services company or any other entity engaged to provide similar risk monitoring services to the Company ("ISN");
- (b) provide ISN with the required information;
- (c) maintain a grade of "A" or "B" in the ISN system, unless approved otherwise by the Company; and
- (d) ensure that any subcontractors meet the same requirements as the Contractor regarding ISN or comply with the same standards even though such

subcontractors are not ISN members, unless these requirements are waived in writing by the Company for particular subcontractors.

2. TITLE AND RISK

- 2.1 Title in the Goods passes to the Company upon payment.
- 2.2 Risk in the Goods passes to the Company when the Goods are delivered to the Delivery Address.
- 2.3 The Contractor warrants that on payment the Company will have clear and complete title to the Goods and/or results of the Services free of any liens, charges or encumbrances.

3. PAYMENT

- 3.1 Subject to the Contractor's compliance with this Agreement, the Company must pay the Contractor the Price.
- 3.2 Upon delivery of the Goods and/or completion of the Services, the Contractor must provide to the Company a valid tax invoice in respect of the Goods and/or Services, which must include the following details:
 - (a) a reference to this Purchase Order and the relevant contract (if any);
 - (b) a detailed description of the delivered Goods and/or performed Services;
 - (c) the Price relating to the Goods and/or Services (including any applicable GST); and
 - (d) Company operation, Site and Company contact name.
- 3.3 The Company must pay the amount in a tax invoice submitted under clause 3.2 within sixty (60) days from receipt of the invoice.
- 3.4 The Company may set off from any payments due to the Contractor under this Agreement, any amount which the Contractor owes the Company under this Agreement.

4. WARRANTY PERIOD

- 4.1 If, during the Warranty Period, the Company discovers a Defect in the Goods or Services, the Company may:
 - (a) reject the Goods, in which case the Contractor must replace the Goods free of charge and reimburse the Company for any reasonable expenses incurred;
 - (b) reject the Services, in which case the Contractor must re-perform the Services free of charge; or
 - (c) rectify, or engage another contractor to rectify, the Defect, in which case the Company's reasonable costs and expenses incurred in connection with rectification are a debt due and payable by the Contractor to the Company.
- 4.2 Where the Contractor has rectified any Defect under this clause 4, the rectification work is subject to the same Warranty Period as the original Goods and/or Services, commencing on the date of rectification.

5. INTELLECTUAL PROPERTY

5.1 The Contractor warrants that it has all Intellectual Property Rights necessary to supply the Goods and perform the Services in accordance with this Agreement.

5.2 The Contractor grants the Company a non-exclusive, perpetual, transferable, royalty-free licence of any Intellectual Property Rights required in order to use, operate, repair, maintain and transfer the Goods and/or Services.

6. INDEMNITY

The Contractor indemnifies the Company and the Albemarle Group (the **Company Indemnitees**) from any Loss and Claims:

- (a) caused or contributed to by an act, omission or negligence of the Contractor or the Contractor's Personnel, except to the extent caused or contributed to by the unlawful or negligent act or omission of any of the Company Indemnitees; and
- (b) by a third party that its Intellectual Property Rights have been infringed.

7. BREACH AND TERMINATION

7.1 The Company may terminate this Agreement:

- (a) for any reason by giving the Contractor seven days prior written notice;
- (b) immediately, if the Contractor suffers an insolvency event;
- (c) immediately, where the Contractor has breached the Agreement and:
 - (i) the breach is not capable of remedy; or
 - (ii) the Contractor has failed to remedy the breach within seven days of the date of a written notice from the Company.

7.2 In the event that the Company terminates this Agreement under clause 7.1(a), the Company must:

- (a) pay for the Goods delivered and Services performed in accordance with this Agreement prior to the date of termination; and
- (b) reimburse the Contractor for any direct costs actually and reasonably incurred by the Contractor for materials ordered, and which the Contractor is legally liable to accept and cannot otherwise utilise, but only if the materials are delivered to the Delivery Address and become the Company's property upon payment,

and the Contractor is not otherwise entitled to any other payment as a result of termination of this Agreement.

7.3 The Contractor may terminate this Agreement immediately, if the Company suffers an insolvency event.

7.4 Clauses 6, 8.1(c), 9, 10, and 12 survive termination of this Agreement.

8. INSURANCES

8.1 The Contractor must effect and maintain the following insurances for the term of this Agreement unless otherwise stated:

- (a) public liability insurance written on an occurrence basis for at least \$20 million for any one occurrence and unlimited in the aggregate;
- (b) products liability insurance written on an occurrence basis for at least \$20 million for any one occurrence and in the annual aggregate;
- (c) where the Agreement provides for the provision of professional services, professional indemnity insurance for not less than \$10 million for any one claim and in the annual aggregate with one right of reinstatement of the limit during any 12 month period of insurance, such insurance to be maintained for the term of this agreement and for 7 years following completion of the supply of Goods and/or Services;
- (d) workers' compensation insurance as required by Law; and
- (e) where the Agreement is for the supply of Goods, marine cargo and other transit insurance for the full replacement value of the Goods.

8.2 The Contractor must provide certificates of currency for the above insurances when requested by the Company.

9. LIMITATION OF LIABILITY

9.1 Subject to clause 9.2:

- (a) a party's liability to the other party arising out of, or in connection with, this Agreement will not exceed 100% of the Price; and
- (b) neither party will be liable to the other party for Consequential Loss.

9.2 Nothing in clause 9.1 excludes or limits a party's liability arising from:

- (a) death or personal injury, third party property damage, infringement of third party Intellectual Property Rights or breach of any of the Company's Policies;
- (b) wilful misconduct by it (including, in the case of the Contractor, by any of the Contractor's Personnel); or
- (c) loss caused that is covered by a policy of insurance which the Contractor is required to effect under this Agreement or which, but for an act or omission by the Contractor, would have been covered by a policy of insurance which the Contractor is required to effect under this Agreement.

10. DISPUTE RESOLUTION

- 10.1 If a dispute arises under this Agreement, a senior management representative of each party must meet in good faith to resolve the dispute.
- 10.2 If a dispute is not resolved under clause 10.1 within 14 days of commencement of the meeting, either party may commence proceedings for the resolution of the dispute.
- 10.3 Nothing in this clause prevents a party from seeking urgent injunctive relief or to protect a limitation period.

11. FORMATION OF THIS AGREEMENT

- 11.1 The delivery of the Purchase Order by the Company to the Contractor (including by any electronic method of communication) constitutes an offer by the Company to acquire the Goods and/or Services from the Contractor on the terms and conditions set out in this Agreement.
- 11.2 This Agreement is formed, and the Contractor is deemed to have agreed to the terms of this Agreement, on the earlier of:
- (a) the date the Contractor confirms acceptance of the Purchase Order or communicates with the Company in any way which confirms or implies acceptance of the Purchase Order (including by any electronic method of communication);
 - (b) the date that the Contractor informs the Company either in writing or verbally (including by any electronic method of communication) that the Goods and/or Services will be supplied;
 - (c) the date that the Contractor delivers the Goods and/or Services to the Company; or
 - (d) 5 Business Days following the delivery by the Company (including by any electronic method of communication) to the Contractor of the Purchase Order, provided that the Contractor has not rejected the Purchase Order.

12. INTERPRETATION

- 12.1 If there are any inconsistencies between the Standard Terms and Conditions of Purchase and the Special Conditions, then the Special Conditions will prevail.
- 12.2 If the Contractor's terms and conditions are supplied to the Company in any form, those terms and conditions (even if signed by the Company) will have no legal effect and will not constitute part of this Agreement.
- 12.3 If the Purchase Order has been issued under a contract between the parties, the terms of that contract apply to the extent of any inconsistency with this Agreement.

13. GENERAL

- 13.1 [Not used.]
- 13.2 [Not used.]
- 13.3 [Not used.]

13.4 The Contractor may not:

- (a) assign or otherwise transfer its rights and obligations under this Agreement; or
- (b) subcontract any of its obligations in respect of this Agreement,

without the prior written consent of the Company, such approval to not be unreasonably withheld or delayed. The Company may assign or transfer this Agreement in whole or in part without the Contractor's consent but will notify the Contractor of such as soon as is reasonably practicable.

- 13.5 Any variation of this Agreement must be in writing and signed by the parties and any waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

- 13.6 The Recipient must keep all Confidential Information confidential and may only use Confidential Information for the purposes of performing its obligations under this Purchase Order. The Recipient may only disclose Confidential Information on a confidential basis:

- (a) to the Contractor's or the Company's Personnel (as applicable) on a need to know basis; and
- (b) to the extent required by Law or by the rules of any stock exchange.

- 13.7 This Agreement is governed by the laws of Western Australia and the parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

- 13.8 A party will not be responsible or liable for any delay or failure to deliver the Goods and/or perform the Services where matters beyond that party's control cause such delay or failure.

- 13.9 The Company shall notify the Contractor of any change to the Company's Policies following the date of this Agreement. The Contractor shall notify the Company within 10 Business Days if the Contractor cannot comply with the change in Company's Policies (supported by reasons) or considers that the change in Company's Policies constitutes a variation to this Agreement. The Company must act reasonably in determining whether or not to proceed with the change in Company's Policies and any adjustment to the Price or other term of his Agreement. The Contractor shall be deemed to agree to the change in Company's Policies where it has not notified the Company before the expiry of 10 Business Days of the change.

14. DEFINITIONS

Affiliate means, in relation to any party, a business entity:

- (a) in which a party:
 - (i) directly or indirectly owns 50% or more of equity;

- (ii) controls the composition of the board; or
 - (iii) is in a position to cast, or control the casting of, 50% or more of the maximum number of votes that might be cast at a general meeting;
- (b) which directly or indirectly owns 50% or more of the equity of the party;
 - (c) of which 50% or more of the equity is owned by a common parent company; or
 - (d) which a party has the responsibility to operate and control, or to provide management and operational services to.

Agreement means this agreement, comprising:

- (a) the Purchase Order;
- (b) these Standard Terms and Conditions of Purchase;
- (c) the Special Conditions (if any); and
- (d) any attachments or annexures to these Standard Terms and Conditions of Purchase or specifically referred to in the Purchase Order (if any).

Albemarle Group means the Company and its Affiliates and the employees, directors, agents, contractors and invitees of all of them, but excluding the Contractor and the Contractor's Affiliates (and each of the Contractor's Personnel).

Authority means any government or local authority, department, minister or agency of government, or any other authority, agency, commission or similar entity having powers or jurisdiction under any Law.

Claim means any claim, action, proceeding, arbitration, mediation, litigation, suit, demand, investigation or judgment of any nature however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Company means the party described as the company in the Purchase Order.

Company's Personnel means any of its officers, directors, employees, agents, consultants, representatives and contractors (other than the Contractor or the Contractor's Personnel).

Company's Policies means any policy of the Albemarle Group that can be accessed as at the date of this Agreement from <https://www.albemarle.com/direct/policies>, and as otherwise agreed by the Contractor and the Company from time to time.

Confidential Information means information of any kind provided by a party or a member of the Albemarle Group (the "**Discloser**") (whether before or after entry into this Agreement) or otherwise obtained or observed by the other party (the "**Recipient**") relating to the operations, business, finances, or personnel of the Discloser or a member of the Albemarle Group, any facility for which Goods and/or Services are supplied or the supply to the Company by the Contractor, unless and until such information is within the public domain (other than by a breach of confidentiality by the Recipient).

Consequential Loss means loss of profit, loss of revenue, loss of production, loss of opportunity, loss of savings or anticipated savings and loss of reputation.

Contractor is the party described as the contractor in the Purchase Order.

Contractor's Personnel means the Contractor's directors, officers, employees, agents, consultants, representatives and subcontractors.

Defect means any aspect of the Goods and/or Services which are not in accordance with this Agreement, or which are damaged, deficient, faulty or incomplete.

Delivery Address means the place for delivery specified in the Purchase Order.

Date for Completion means the date specified in the Purchase Order.

Goods means the goods described in the Purchase Order as the goods or materials.

GST has the meaning given to that term under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Intellectual Property Rights means all present and future rights conferred by Law in or in relation to copyright, trade marks, designs, patents, inventions and other results of intellectual activity in any field whether or not registrable, registered or patentable.

Law means legislation, subordinate legislation, by-laws, order, awards and proclamations, common law and equity requirements of any Authority, including guidelines, consents, certificates, licences, permits and approvals.

Loss means any liability, damages, losses, costs, expenses, compensation, payment or remedy.

Price means the price set out in the Purchase Order described as the "Total Amount" which is exclusive of GST.

Purchase Order means the purchase order for Goods and/or Services issued by the Company to the Contractor containing, amongst other things, a description of the Goods and/or Services.

Services means the services described in the Purchase Order.

Site means the site set out in the Purchase Order, and any other site owned or controlled by the Company or a member of the Albemarle Group where Goods will be supplied or where Services will be performed.

Site Standards and Procedures means all guidelines, rules, requirements and Site specific conditions which are made available to the Contractor at or before the time of quoting and from time to time thereafter in connection with this Agreement or the Contractor's furnishing of Goods and/or Services.

Special Conditions means those terms and conditions outlined at Annexure A of this document.

Standard Terms and Conditions of Purchase means the terms and conditions set out in this document.



Warranty Period means the period of eighteen (18) months commencing on the date of delivery of the Goods and/or twelve (12) months from the date on which the Service is performed.