



## Goods and Services – Standard Terms and Conditions

### 1. DEFINITIONS AND INTERPRETATION

Unless the context otherwise requires:

**"Change Order"** means a written amendment by Ravenswood to the Goods and/or Services;

**"Conditions"** means these Purchase Order Conditions;

**"Contract"** means the agreement between the Supplier and Ravenswood consisting of the PO, these Conditions and any other documents expressly referred to in the PO;

**"day"** means the period of time commencing at midnight and ending 24 hours later;

**"Delivery"** or **"Delivered"** means the delivery of Deliverables by the Supplier to the nominated Delivery Point specified in the PO and the acceptance of the Deliverables by Ravenswood;

**"Delivery Date"** means the date for Delivery specified in the PO;

**"Delivery Point"** means the place(s) or site(s) where the Goods and/or Services are to be delivered or Deliverables are to be delivered as specified in the PO;

**"Deliverables"** means the deliverables to be Delivered as described in the PO;

**"Force Majeure"** means an event which is beyond the control of the party claiming force majeure, not able to be overcome by the exercise of reasonable care, proper precautions and the consideration of reasonable alternatives, and which could not have been reasonably foreseen, and includes:

- (a) an act of God;
- (b) cyclones, fire, and flood; or
- (c) acts of war, acts of public enemies, terrorist acts, riots, or civil commotions.

**"GC"** means a provision of these Conditions;

**"Goods and/or Services"** means the goods and/or services described in the PO and, if applicable, the works to be carried out at the Site;

**"Intellectual Property Rights"** includes patents, inventions, know-how, processes, designs, databases, copyrights, trademarks, brands, logos, domain names, business names, moral rights and any other intellectual property rights;

**"PO"** means the Purchase Order Form containing an order for Goods and/or Services to which these Conditions are attached;

**"Price"** means the total amount payable to the Supplier set out in the PO;

**"Ravenswood"** means Ravenswood Gold Pty Ltd (ABN 88 637 527 309);

**"Site"** means any place owned or controlled by Ravenswood where the Goods and/or Services are to be carried out by the Supplier;

**"Site Manager"** means any person appointed by the Supplier under GC 9;

**"Site Rules and Regulations"** means the rules and regulations as advised to the Supplier by Ravenswood as amended from time to time;

**"Supplier"** means the person, company or corporation referred to in the PO as the "Supplier" and to whom the PO is issued, and where two or more persons are referred to in the PO, then the obligations on their part shall bind and be observed and performed by them jointly and severally;

**"Taxes"** means any and all present and future sales, use, personal, property, real property, value added, goods and services, turnover, stamp, documentary, interest equalisation, business, occupation, excise, income, corporation, profits, gains, gross receipts, or other taxes, fees, withholdings, imposts, levies, duties or other charges of any nature whatsoever or whensoever imposed (other than taxes on Ravenswood's net income) by any government, governmental, semi-governmental or other relevant authority, together with any penalties, fines or interest thereon or similar additions thereto, imposed, levied or assessed or otherwise payable;

**"Valid Tax Invoice"** means an invoice provided by the Supplier that must include substantiation for the amount invoiced, the PO number and the Supplier's bank account details for payment by electronic bank transfer; The words "including" and "include" are a reference to "including, but not limited to"; and Words importing the singular include the plural (and vice versa).

### 2. FORMATION OF THE CONTRACT AND TERM

2.1 The Contract constitutes the entire agreement between the Supplier and Ravenswood. Except as may be specifically provided in the PO, any terms and conditions contained in or relating to any other documents, including any of the Supplier's documents, in respect of the Goods and/or Services, are of no effect.

2.2 No terms stated by the Supplier in accepting or acknowledging the Contract will be binding unless Ravenswood's prior written consent has been given.

2.3 In the absence of any written acceptance or acknowledgment of the Contract by the Supplier, the commencement of any work by the Supplier in connection with the Goods and/or Services or the provision of any Deliverables will be deemed an acceptance of the Contract.

2.4 The Contract will commence on the earlier of the date of acceptance or acknowledgment of the Contract by the Supplier or the date the Supplier commences to perform any work under the Contract, and will remain in force until the completion by the Supplier of all of its obligations under the Contract, unless

terminated earlier in accordance with the Contract.

### 3. PERFORMANCE AND DELIVERABLES

3.1 The Supplier must perform and supply the Goods and/or Services and provide the Deliverables at the times, dates and Delivery Points specified in the PO.

3.2 Where the Supplier fails to perform or supply the Goods and/or Services (or any part thereof) or fails to provide the Deliverables to the Delivery Point by the relevant Delivery Date, such failure will constitute a material breach of the Contract, and Ravenswood may:

- (a) deduct from payments due to the Supplier under the Contract; and/or
- (b) terminate the Contract in accordance with GC 11.1(c).

3.3 Partial performance or supply of the Goods and/or Services or partial provision of the Deliverables (including the supply of non-compliant Goods and/or Services or Deliverables) by the relevant Delivery Date constitutes a failure to deliver and/or perform, and GC 3.2 applies, unless Ravenswood confirms in writing that partial performance, supply or Delivery is acceptable.

3.4 If a licence, certificate or consent of any government or other authority is required for the performance or supply of the Goods and/or Services, the Supplier must obtain such licence, certificate or consent at the Supplier's expense and produce evidence of it to Ravenswood on demand.

3.5 The value of the Goods and/or Services performed and supplied must not be greater than the Price, unless quantity amendments have been made to the Contract by the issue of a Change Order.

### 4. NON-COMPLIANT GOODS AND/OR SERVICES

4.1 The Supplier must, at no additional cost to Ravenswood, ensure that all Goods and/or Services are performed, supplied, reported and presented in a professional manner consistent with best professional practice.

4.2 Notwithstanding that payment has been made to the Supplier, Ravenswood will not be deemed to have accepted the Goods and/or Services unless and until Ravenswood have had a reasonable opportunity to inspect them and have notified the Supplier of Ravenswood's acceptance.

4.3 If any Goods and/or Services (or any part of them) are defective, or do not comply with the Contract, Ravenswood may send a notice



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to the Supplier rejecting such Goods and/or Services, and requiring that they are re-supplied or re-performed by the Supplier within a specified period of time, which cannot be less than 10 days.

4.4 If the defective or non-compliant Goods and/or Services are not re-performed or re-supplied by the Supplier within the period of time specified in Ravenswood's notice provided under GC 4.3, then:

(a) Ravenswood may re-perform or re-supply such Goods and/or Services, or have a third party re-perform or re-supply them, and any costs **reasonably** incurred by Ravenswood in doing so shall be to the Supplier's risk and cost; and

(b) Ravenswood may immediately terminate the Contract, in whole or in part, and the Supplier must refund within 14 days of the termination date any payments made by Ravenswood for any such Goods and/or Services which have been rejected by Ravenswood.

4.5 If Ravenswood requests the Supplier to remove any person from the performance or supply of the Goods and/or Services on the grounds that, in Ravenswood's **reasonable** opinion, that person is not complying with the requirements of the Contract or is otherwise lacking in appropriate skills or qualifications, engaging in misconduct, or acting incompetently or negligently, then the Supplier must comply and promptly replace the person, at the Supplier's cost.

### 5. RISK AND TITLE

5.1 Without prejudice to Ravenswood's rights under GC 4, unless otherwise specified in the Contract, ownership of the Goods and/or Services or the Deliverables passes to Ravenswood on the earlier of:

(a) Delivery of the Goods and/or Services or Deliverables; or

(b) payment for any of the Goods and/or Services prior to Delivery of the Deliverables.

5.2 Where ownership of any Goods passes to Ravenswood before Delivery, the Supplier must ensure that the Goods are properly stored and protected, and kept separate from goods of a similar nature and labelled the property of Ravenswood. The Supplier must indemnify and keep Ravenswood indemnified from and against all losses, claims, liabilities and expenses (including legal and other professional fees and expenses) arising out of its failure to comply with this GC 5.2.

### 6. CONTRACT PRICE AND PAYMENT

6.1 The Supplier is deemed to have satisfied itself of the correctness and sufficiency of the Price which, except as otherwise provided in the PO, covers all the Supplier's obligations under or in connection with the Contract.

6.2 Ravenswood is only liable to pay for Goods and/or Services specified in the PO at the Price stated in the PO.

6.3 Subject to the Supplier providing a complete Valid Tax Invoice to Ravenswood at the address for the submission of invoices indicated on the PO, Ravenswood will make payments due to the Supplier within the time stated in the PO.

6.4 If Ravenswood becomes aware that a subcontractor to the Supplier is entitled to suspend work pursuant to the *Building and Construction Industry Payments Act 2004* (Qld) or the Supplier has otherwise failed to pay a subcontractor, Ravenswood may (in its sole and absolute discretion) pay the subcontractor such money that is, or may be, owing to the subcontractor for work forming part of the Goods and/or Services. The cost thereby incurred shall be deducted from the Price.

6.5 If Ravenswood is required by any law to deduct an amount in respect of Taxes from a payment under the Contract, Ravenswood will pay the Supplier the difference between the payment due under the Contract to the Supplier and the amount deducted.

6.6 Ravenswood may set-off any amount owing to Ravenswood from the Supplier under this Agreement.

6.7 Unless otherwise notified by Ravenswood in writing, all payments made by Ravenswood to the Supplier will be by electronic bank transfer.

6.8 Should any Taxes be levied on, in respect of, or in relation to, the Goods and/or Services, these will be to the Supplier's account. The Supplier will be responsible for payment of those Taxes and will immediately provide Ravenswood with documentary evidence of payment if payment is made by the Supplier on Ravenswood's behalf.

6.9 Where the amount payable to the Supplier for a supply of Goods and/or Services under or in connection with the Contract is based on the actual or reasonable costs incurred by the Supplier, the amount which the Supplier is entitled to be paid will be reduced by any input tax credits available to the Supplier, or the Supplier's representative member, in respect of such costs.

6.10 The Supplier acknowledges and agrees that if a legislative requirement requires Ravenswood to deduct an amount in respect of withholding tax from a payment under the Contract such that the Supplier would not actually receive on the due date the full amount provided for under the Contract, then on the due date Ravenswood must pay:

(a) the relevant authority an amount equal to the amount deducted in accordance with applicable law and give the original receipt to the Supplier; and

(b) the Supplier an amount equal to the deducted amount.

### 7. INTELLECTUAL PROPERTY RIGHTS

7.1 The Supplier agrees that all Intellectual Property Rights created or produced by providing the Goods and/or Services or Deliverables will be owned by Ravenswood.

7.2 The ownership of all Intellectual Property Rights owned by the Supplier and Ravenswood which were created or produced prior to commencing the Goods and/or Services will remain with the owner, and the owner grants an irrevocable, transferable, royalty free and perpetual licence to the other party to use those rights for the purpose of supplying the Goods and/or performing the Services or using, copying or modifying the Deliverables.

7.3 The Supplier:

(a) warrants that the provision of the Deliverables or the Goods and/or Services does not and will not infringe the rights (including, but not limited to, the Intellectual Property Rights) of any third party; and  
(b) must do everything necessary to ensure that the use, copying or modifying of the Goods and/or Services or Deliverables by Ravenswood does not infringe any rights, including Intellectual Property Rights, of another person or entity.

### 8. OBLIGATIONS

8.1 The Supplier warrants and must ensure that:

(a) the Goods and/or Services will comply with the specifications in the Contract and any other specifications, requirements or instructions made known to the Supplier by Ravenswood;

(b) the Goods and/or Services are of high quality, fit for purpose, and free from defects or computer viruses;

(c) the Goods and/or Services are, and at the time that title passes to Ravenswood will be, free and clear of all liens and encumbrances;



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(d) the Goods and/or Services comply with all laws, rules or regulations in force at the time of performance;

(e) the use, copying or modification of the Deliverables does not infringe any rights, including Intellectual Property Rights, of another person or entity;

(f) in providing the Goods and/or Services and Deliverables, the Supplier:

i. informs itself of and complies with all applicable health, safety and environmental laws and regulations, as may be amended from time to time; and

ii. complies with any safety, environmental or other policies, guidelines, procedures and requirements provided to the Supplier by Ravenswood; and

(g) the Supplier provides the Goods and/or Services and Deliverables exercising the care, skill and diligence reasonably expected of a competent, professional supplier of goods and/or services similar to the Goods and/or Services.

8.2 The Supplier must ensure that Ravenswood receives the benefit of all warranties provided by the Supplier's subcontractors.

8.3 Ravenswood's rights and remedies in this Contract are cumulative and are not exclusive of any rights or remedies provided at law or otherwise.

8.4 Ravenswood's acceptance of the Goods and/or Services and Deliverables does not relieve the Supplier from any of the Supplier's warranties, obligations or liabilities under or in connection with this GC 8.

### 9. SITE

9.1 This GC 9 applies in the event that any Goods and/or Services are to be performed on the Site.

9.2 Ravenswood must provide the Supplier with access to the Site as reasonably required for the proper performance of any Goods and/or Services. The Supplier acknowledges and agrees that it will not be given exclusive access to the Site.

9.3 Whilst on Site, the Supplier and any of its employees, agents or subcontractors must:

- (a) adhere to all applicable Site Rules and Regulations; and
- (b) not enter any area on the Site for which it does not have express permission or authorisation to enter; and
- (c) keep the Site free from all unnecessary obstructions and must at regular intervals

remove any surplus materials, wreckage, rubbish or temporary works.

9.4 From the commencement of any Goods and/or Services on Site until completion of demobilisation at the Site, the Supplier must appoint a suitable person to act as the Site Manager. The Site Manager must personally supervise the performance of all Goods and/or Services and be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the Goods and/or Services. Whenever the Site Manager is absent from the Site, a suitable person must be appointed to act as its deputy.

9.5 In respect of any Site visit, or prior to the performance of Goods and/or Services at the Site, the Supplier, its employees, agents and subcontractors must, in addition to the Supplier's own Site induction covering safety and other aspects of the Goods and/or Services, attend a Ravenswood Site induction covering safety and other aspects of the Site. The Supplier shall not be entitled to any additional costs above the Price for attending such safety inductions, unless otherwise agreed by Ravenswood in writing.

9.6 The Supplier must ensure that the working environment at the Site where the Goods and/or Services are to be performed is safe, without risks to the safety or health or exposure to hazards of its employees, subcontractors, suppliers, Ravenswood, any employee or other contractor of Ravenswood or any member of the public.

9.7 The Supplier must ensure that safe work practices are in place in relation to the performance of its (and its employees') duties at the Site where the Goods and/or Services are to be performed. The Supplier must record those work practices in documented work health and safety policies and procedures that include:  
(a) organisation structure and responsibilities;  
(b) safe work practices; and  
(c) work health and safety training and induction, performance monitoring and auditing and inspection procedures.

9.8 Immediately following a health and safety occurrence or incident, the Supplier must notify Ravenswood of any accident, injury, loss or damage of any kind which occurs whilst Goods and/or Services are performed under this Contract.

9.9 When requested to do so by Ravenswood, the Supplier must give copies of all

documents relevant to any health and safety incident and also authorise Ravenswood and its representatives or agents to conduct interviews with the Supplier's employees and contractors regarding all matters relevant to the incident.

9.10 The Supplier is responsible for industrial relations matters of its own workforce. Ravenswood must not interfere in the industrial and personnel matters of the Supplier, but may give guidance and assistance where Ravenswood considers it necessary.

9.11 As between Ravenswood and the Supplier, valuable minerals, fossils, articles or objects of antiquity or of anthropological or archaeological interest, treasure trove, coins and articles of value found on the Site will be and remain the property of Ravenswood. Immediately upon the discovery of these items, the Supplier must:  
(a) take precautions to prevent their loss, removal or damage; and  
(b) give Ravenswood written notice of the discovery.

9.12 The Supplier's extra costs necessarily incurred in connection with GC 9.11, which may include an allowance for off-site overheads and profit, will be added to the Price.

### 10. INDEMNITY AND INSURANCE

10.1 Subject to GC 10.2, the Supplier must indemnify and keep Ravenswood, Ravenswood's directors, employees and agents indemnified from and against all losses, claims, liabilities and expenses of any kind (including, but not limited to, legal and other professional fees and expenses) arising out of:  
(a) injury or death to any person or damage to or destruction of any of Ravenswood's property, whether caused directly or indirectly out of performance of work under the Contract by the Supplier; (b) the breach by the Supplier or its personnel of any of the Supplier's obligations (including any warranty) under the Contract and/or any PO;  
(c) any negligent act or omission or wilful misconduct by the Supplier or its personnel arising out of the performance of the Contract and/or any PO; or  
(d) any claim, action, suit, proceeding or demand of any kind made against Ravenswood by any of the Supplier's personnel in respect of relevant labour legislation.

10.2 The indemnity provided in GC 10.1 does not apply to the extent that the injury, death,



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damage, destruction or loss is the result of Ravenswood's negligence or wilful misconduct.

10.3 Other than in respect of:

(a) fraud or wilful misconduct by the other party; or  
(b) any loss or damage to real or personal property, or personal injury or death to persons caused by the other party, a party is not entitled to recover from the other party any amount representing any kind of indirect or consequential loss or damage, including loss of profit, loss of use, loss of contracts, or loss of revenue arising out of or in connection with this Contract.

10.4 The Supplier must effect and maintain all insurances as stated in the PO and which a prudent, competent, professional supplier of the Goods and/or Services would effect and maintain, including comprehensive public and products liability insurance, professional indemnity insurance, workers compensation insurance, motor vehicle insurance, and any other insurances required by law.

*10.5 Notwithstanding any other provision in this Agreement, and except to the extent liability cannot be limited or excluded by law the Supplier's cumulative liability to Ravenswood for any loss or damage whatsoever which arises under or in connection with this Agreement or the provision of the Services (excluding in respect of fraud or wilful misconduct by the Supplier, and claims or infringement of the Intellectual Property Rights of any person, loss or damage to real or personal property, or personal injury to persons) and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to AU\$5,000,000 in aggregate.*

### 11. TERMINATION OR EXPIRY

11.1 Ravenswood may immediately terminate the Contract by written notice to the Supplier:  
(a) where these Conditions expressly permit Ravenswood to do so;  
(b) for convenience, but provided that 10-days prior notice is given by Ravenswood to the Supplier; or  
(c) if the Supplier breaches any obligation under the Contract, and such breach is not remedied by the Supplier within the cure period specified in a notice to be sent by Ravenswood to the Supplier, which cannot be less than 10 days.

### 12. CONFIDENTIALITY

12.1 The Supplier must treat all information, data and materials provided by Ravenswood

as confidential and must not use it for any purpose other than for provision of the Goods and/or Services or disclose it to any third party without Ravenswood's prior written consent, unless:

(a) such information has already become generally available to the public other than as a result of a breach of this GC 12.1; or  
(b) the disclosure is required to comply with any applicable law or regulation, provided that prior to such disclosure the Supplier gives notice to Ravenswood with full particulars of the proposed disclosure.

12.2 Upon termination or expiry of the Contract and/or upon Ravenswood's request, the Supplier must return or, at Ravenswood's option, destroy all such information and provide evidence of such destruction.

### 13. FORCE MAJEURE

13.1 A party will not be liable for any delay or failure to perform any of its obligations under the Contract (other than an obligation to pay money) if, as soon as possible after the beginning of a Force Majeure event, it gives a notice to the other party specifying the obligations that party cannot perform, fully describing the Force Majeure event, and estimating the time during which the Force Majeure event will continue.

13.2 The party that is prevented from carrying out its obligations under the Contract as a result of Force Majeure must:

(a) remedy the Force Majeure to the extent reasonably practicable, and resume performance of its obligations as soon as reasonably possible; and  
(b) take all action reasonably practicable to mitigate any liabilities suffered by the other Party as a result of the Force Majeure.

### 14. GENERAL

14.1 The Supplier must not assign or novate the Contract or subcontract the performance of all or part of the Goods and/or Services without Ravenswood's prior written consent.

14.2 All notices must be in writing, addressed to Ravenswood or the Supplier as appropriate, and delivered to the address and/or sent to the facsimile number of the recipient as shown on the PO, or any other address notified in writing by one party to the other and delivered personally or by facsimile transmission.

14.3 A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.

14.4 A letter, facsimile or email is deemed to be received:

(a) in the case of a posted letter, 3 days after posting (5 days in the case of a letter sent by airmail);  
(b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient; and  
(c) in the case of an email:

- i. at the time shown in the delivery confirmation report generated by the sender's email system; or
- ii. if the sender's email system does not generate a delivery confirmation report within 12 hours of the time the email is sent, unless the sender receives a return email notification that the email was not delivered, at the time which is 12 hours from the time the email was sent.

14.5 If any provision in these Conditions is invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions.

14.6 To the extent of any inconsistency between the documents forming the Contract, then the order of precedence is:

- (a) the PO; and
- (b) the Conditions.

14.7 The Contract may not be varied or amended except in writing and signed by a duly authorised representative of each of the parties.

14.8 If Ravenswood does not exercise a right, remedy or power at any time, this does not mean Ravenswood cannot exercise it later.

14.9 The Supplier is an independent contractor in relation to the Contract and the Goods and/or Services, and not Ravenswood's employee. This Contract does not create a partnership, joint venture or agency relationship between the parties.

14.10 GCs 6.6, 7, 8, 9.9, 10, 12 and 14 will survive any termination or expiry of the Contract.

14.11 The Contract is governed by the laws of Queensland, and the parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland.