

Purchase Order Terms & Conditions

These terms and conditions, along with the Purchase Order and the Quote (to the extent that any additional terms in the Quote are accepted by Gold Road in writing), form the terms on which the Supplier will supply Goods and/or Services to Gold Road (**agreement**). The agreement is formed upon the Supplier providing to Gold Road a copy of the Purchase Order signed by the Supplier or the Supplier otherwise notifying Gold Road that the Supplier accepts the Purchase Order prior to the expiry of any time for acceptance specified in the Purchase Order or otherwise nominated by Gold Road.

1 Definitions

In the agreement:

Anti-Bribery and Corruption Laws means any applicable anti-corruption or anti-bribery Law, including but not limited to the *Australian Criminal Code Act 1995* (Cth) and any similar law applicable to a party.

Approval means any authorisation, approval, licence, permit, consent, certificate registration, accreditation, exemption, determination or permission required from any government authority or under any Law to perform the Supplier's obligations under these terms.

Defect Liability Period means 24 months from the date of delivery of the Goods.

Developed IP means any intellectual property rights which are created, generated, developed, written or brought into existence by or on behalf of the Supplier in connection with or for the purposes of supplying the Goods, providing the Services or meeting its other obligations under the agreement.

Fees means the fee or other amounts payable by Gold Road under the agreement for the supply of the Goods and provisions of the Services as set out in, or calculated in accordance with, the Purchase Order.

Gold Road means Gold Road Resources Limited (ABN 13 109 289 527).

Gold Road Group means Gold Road and any Related Body Corporate of Gold Road.

Good Industry Practice means exercising that degree of skill, care, diligence and foresight which would reasonably and ordinarily be expected from a supplier skilled and experienced in designing, manufacturing and supplying goods or services of a similar nature to the Goods or Services.

Goods means the goods, if any, to be supplied by the Supplier to Gold Road, as set out in the Purchase Order.

Law means any Acts of the Commonwealth and a State of Australia and all ordinances, subordinated or delegated legislation, proclamations, regulations, by-laws, orders, notices, rules of court, town planning schemes, resolutions or other document, instrument or requirement made under or by the authority of those Acts.

Modern Slavery means any activity, practice or conduct that would constitute an offence in relation to slavery, forced labour, involuntary servitude, debt bondage, human trafficking, and other slavery-like exploitation as prohibited under the *Modern Slavery Act 2018* (Cth), the *Criminal Code Act 1995* (Cth) Sch 1, divisions 270 and 271 and *Modern Slavery Act 2018* (NSW). For the avoidance of doubt, Modern Slavery includes any conditions or practices similar to those prohibited under those laws, statutes, regulations and codes.

Notifiable Incident means an incident (including a near miss) that is required to be notified to a government authority under any Law and that arises during the provision of the Goods or performance of the Services.

Personnel means the employees, agents, consultants, contractors, and subcontractors of a party, including employees and contractors of any subcontractor of a party, and a reference to Gold Road's Personnel does not include the Supplier.

Privacy Laws means the *Privacy Act 1988* (Cth), the Australian Privacy Principles, any guidelines or directions issued by a Federal, State or Territory Privacy Commissioner or other relevant regulatory body which relates to the protection or confidentiality of Personal Information and any APP Code, credit reporting code or other approved privacy code under the *Privacy Act 1988* (Cth).

Purchase Order means the purchase order or request by Gold Road to the Supplier to supply to Gold Road any Goods or provide it with any Services (or both) and on which these terms and conditions are attached or incorporated.

Quote means the quote or proposal, if any, provided by the Supplier to Gold Road in respect of the Goods and/or Services which is attached or incorporated in the Purchase Order.

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth).

Site means any premises owned, leased or occupied by Gold Road which the Supplier or its Personnel have access to for the purpose of supplying the Goods or providing the Services.

Specification means, in respect of a Good or Service, the specification or requirements for that Good or Service as set out in the Purchase Order and the Quote.

Services means the services, if any, to be provided by the Supplier to Gold Road as set out in the Purchase Order.

Supplier means the person identified as the supplier in the Purchase Order.

Supplier Code of Conduct means the policies, guides and statements regarding business practices and standards developed by Gold Road and available at <https://goldroad.com.au/corporate-governance/>.

Work Health and Safety Laws means all applicable Laws relating to or dealing with health, safety or protection of workers.

2 Agreement

2.1 Unless otherwise specified in these terms, in the event of an inconsistency between any of the documents which make up the agreement, the following order of precedence will apply to the extent of the inconsistency (1) the Purchase Order; (2) these terms and conditions; and (3) any terms in the Quote which are accepted by Gold Road in writing.

2.2 The agreement will prevail over any Supplier terms and conditions supplied to Gold Road in respect of the Goods or Services (including any pre-printed terms on any confirmation, shipment or delivery docket, invoice or other document) and those terms and conditions will not form part of or otherwise vary the agreement.

2.3 The Supplier acknowledges and agrees that the Goods and/or the Services under the agreement may be delivered or performed for the benefit of one or more members of the Gold Road Group.

2.4 If a member of the Gold Road Group suffers any loss, cost, expense, liability or damage (**Loss**) as a result of acts or omissions of the Supplier or any of its Personnel in connection with the performance, non-performance or termination of the agreement, Gold Road will be able to recover those Losses from the Supplier:

- (a) as if those Losses were suffered or incurred by Gold Road;
- (b) if those Losses would have been capable of being recovered by Gold Road had Gold Road suffered those Losses; and
- (c) subject to any limitations and exclusions of liability set out in the agreement.

3 Supply of Goods and/or Services

3.1 In consideration of the payment of the Fees, the Supplier must supply the Goods and/or the Services to Gold Road in accordance with the terms of the agreement.

3.2 The Supplier acknowledges that it is not, and will not be, the exclusive supplier of the Goods or Services or any goods or services which are the same or similar to the Goods or Services, to Gold Road.

3.3 Nothing in the agreement or otherwise requires Gold Road to purchase a particular or minimum quantity of the Goods or Services. Any estimate or forecast as to the requirements of Gold Road for Goods or Services howsoever made is an estimate only and is not binding on, or enforceable against, Gold Road.

3.4 The Supplier must, in supplying the Goods and/or performing the Services comply with and ensure its Personnel comply with:
(a) any lawful direction or instruction of Gold Road or Gold Road's representative;

- (b) all applicable Laws and Approvals and relevant standards, codes and guides published from time to time by Standards Australia;
- (c) Gold Road's policies and procedures relating to the conduct and operations of the Supplier as provided by Gold Road to the Supplier prior to entering the relevant agreement (including the Supplier Code of Conduct); and
- (d) any timing requirements set out in these terms or the Purchase Order.

3.5 The Supplier must in supplying the Goods and/or performing the Services:

- (a) act in accordance with Good Industry Practice;
- (b) act efficiently, honestly and fairly at all times;
- (c) provide, at its cost, all Personnel, equipment, materials and other resources necessary to supply the Services;
- (d) obtain, at its cost, all necessary Approvals;
- (e) do all things reasonably necessary and incidental for the proper performance of the Supplier's obligations under these terms;
- (f) not hold itself as an agent or partner of Gold Road;
- (g) as soon as practicable after becoming aware of any matter or circumstance which may adversely affect or has adversely affected the scope, timing or carrying out of the supply of the Goods or performance of the Services, give written notice to Gold Road detailing the matter or circumstance and its anticipated effect on the Goods or Services; and
- (h) not engage in conduct which does or is likely to have a material adverse effect, or reflect unfavourably, on Gold Road, including bringing Gold Road into disrepute, contempt, scandal or ridicule.

3.6 The Supplier must supply to Gold Road any documentation or information required to enable Gold Road to use the Goods or receive the benefit of the Services including any documentation requested by Gold Road relating to emissions (including scope 3 emissions) relating to the Goods and/or Services.

3.7 The Supplier must ensure that a representative of the Supplier is available to meet with a representative of Gold Road at the times and locations as required by Gold Road to discuss performance of the agreement and any issues arising under the agreement.

3.8 The Supplier must ensure that its Personnel:

- (a) are suitably qualified, skilled and experienced and, where required, have appropriate Approvals; and
- (b) understand the requirements of the agreement which are relevant to them.

3.9 The Supplier represents and warrants to Gold Road that the Supplier:

- (a) has examined and carefully checked the Specifications and all the information, data, representations, statements and documents made, or provided to the Supplier, by Gold Road (**Gold Road Supplied Information**), and that each are accurate, suitable, appropriate and adequate for the purpose of supplying and delivering the Goods and performing the Services under the agreement;
- (b) has not relied in any way on the skill or judgment of Gold Road and that it has relied absolutely on its own opinion and professional advice based upon the Supplier's own independent analysis and investigations in deciding to enter into this agreement; and
- (c) has not relied, and will not rely, upon any Gold Road Supplied Information.

4 Delivery of Goods and performance of Services

4.1 The Supplier must:

- (a) deliver the Goods at the delivery location on the delivery date as set out in the Purchase Order and in accordance with any other delivery requirements in the Purchase Order;
- (b) commence the supply of the Services on the date of the agreement and complete the Services by any completion date set out in the Purchase Order;
- (c) ensure that the delivery of Goods or supply of Services causes as little disruption as possible to Gold Road's business activities; and
- (d) send with each delivery such documentation as required by Gold Road, including a numbered and dated delivery docket marked with a description, quantity and weight of the Goods and clearly label all packages of Goods with the Purchase Order number, content, quantity, weight and lifting requirements to ensure safe work practices.

5 Access to Site and safety

5.1 The Supplier confirms and acknowledges that:

- (a) it has investigated, and satisfied itself as to the adequacy and suitability of the Site and its immediate surroundings for the purpose of performing its obligations in accordance with the agreement and all other risks and contingencies associated with the Site (including suitability for the delivery of any Goods); and
- (b) in light of its inspection of the Site, the means of access to the Site, the facilities at the Site, it is satisfied that it has available to it the resources and equipment necessary for the performance of the Services.

5.2 If Supplier's Personnel are required to access any of the Site, the Supplier must ensure that Supplier's Personnel:

- (a) undertake Site inductions prior to commencing work on Site (at the Supplier's cost), and will be re-inducted in accordance with the reasonable direction of Gold Road;
- (b) access the Site only when reasonably necessary to deliver the Goods and perform the Services and only at the times specified by Gold Road;
- (c) when at the Site comply with any lawful direction by Gold Road and the rules relating to the access, security and management of the Site as specified or otherwise provided to the Supplier by Gold Road from time to time; and
- (d) minimise any interference with any of the activities of Gold Road and ensure the Site is left secure, clean, safe, orderly and fit for immediate use.

5.3 If any Supplier Personnel damage property on any Site, the Supplier must, at the election of Gold Road and in its absolute discretion, promptly:

- (a) at the Supplier's cost, make good or procure the making good of the damage to the reasonable satisfaction of Gold Road; and
- (b) pay any compensation which the Supplier or Gold Road is required to pay under these terms or pursuant to any law in respect of the relevant property damage.

6 Quality of Goods and/or Services

- (a) The Supplier must ensure that the Goods delivered and the Services performed:
- (b) are in conformance with all applicable Laws and Approvals;
- (c) are fit for the purpose for which they are supplied; and
- (d) comply with the Specification and meet any other specifications or requirements of the agreement.

6.2 The Supplier must ensure that all Services will be performed with due skill, care and diligence and in a safe, and environmentally responsible manner.

6.3 The Supplier must ensure that all Goods will:

- (a) be of acceptable quality and be free from defects, and errors or omissions in design, materials and workmanship;
- (b) be of good and merchantable quality;
- (c) where the Goods comprise potentially dangerous or hazardous materials, be accompanied by information and material as specified by Gold Road to comply with Gold Road's health, safety and environmental policies and requirements, and manufacturers' material safety data sheets;
- (d) the Goods are free from any encumbrance, security interest or defects in title at the time of delivery; and
- (e) be accompanied with any manufacturer's warranties be applicable to the Goods (enforceable by Gold Road directly against the manufacturer).

7 Defective Services

7.1 If Gold Road determines (acting reasonably) that any of the Services provided or the results of those Services are defective or do not meet the requirements of the agreement (**Defective Services**), Gold Road may notify the Supplier that the Services or the results of those Services are Defective Services and at its discretion:

- (a) reject the Defective Services in whole or in part and direct Supplier to:
 - (i) refund any payments made by Gold Road in respect of any Defective Services; or
 - (ii) re-perform or remedy, at its cost, any of the Defective Services within a reasonable timeframe; or
- (b) accept any of the Defective Services on condition that the Supplier reimburses Gold Road for any expenses reasonably incurred as a result of the Defective Services.

7.2 If the Supplier refuses or fails to:

- (a) refund any payment pursuant to clause 7.1(a)(i); or
- (b) re-perform or remedy any Defective Services pursuant to clause 7.1(a)(ii),

or where such work is required urgently, Gold Road may have the work performed by others (without notice to the Supplier) and the cost to Gold Road of having the work performed will be recoverable as a debt due and payable from the Supplier to Gold Road.

7.3 The remedies provided in this clause 7 do not exclude any other remedies provided by law.

8 Defective Goods

8.1 The Supplier warrants that the Goods will conform to the requirements of the agreement for the Defects Liability Period.

8.2 If at any time prior to the expiry of the Defects Liability Period, Gold Road determines (acting reasonably) that any of the Goods are not in accordance with the requirements of the agreement, including the Specifications or are otherwise the subject of an error, omission, non-conformity, fault, failure, malfunction, irregularity or other defect (**Defective Goods**), Gold Road may direct the Supplier to make good the Defective Goods within a reasonable timeframe, and the Supplier must:

- (a) repair, replace and/or make good any and all Defective Goods within the timeframe set out in the notice;
- (b) undertake such repair, replacement and/or making good in a manner that causes as little disruption as reasonably possible to Gold Road's operations; and
- (c) bear all incidental costs (including any costs of removal) associated with the repair, replacement or making good of the Defective Goods.

8.3 If:

- (a) the Supplier fails to comply with Gold Road's direction under clause 8.2 within the specified timeframe; or
- (b) the Defective Good:

- (i) has caused an interruption to Gold Road's operations or may, in Gold Road's reasonable opinion, cause an interruption to Gold Road's operations at the Site without immediate repair or rectification;
- (ii) has delayed completion of any scheduled activity performed at the Site or may, in Gold Road's reasonable opinion, delay completion of any scheduled activity performed at the Site without immediate repair or rectification;
- (iii) has caused harm to persons, property or the environment or may, in Gold Road's reasonable opinion, cause harm to persons, property or the environment without immediate repair or rectification; or
- (iv) has resulted in a breach of any requirement of any Law or Approval or may, in Gold Road's reasonable opinion, cause a breach of any requirement of Law or Approval,

then Gold Road may undertake the repairs or rectification, or engage another party to undertake the repairs or rectification, and the costs, including incidental costs, incurred by Gold Road as a result will be a debt due and payable from the Supplier to Gold Road on demand and may be deducted from any payments otherwise due from Gold Road to the Supplier.

8.4 For those Defective Goods that have been repaired, replaced or made good pursuant to this clause 8, the Defect Liability Period will recommence when Gold Road notifies the Supplier it is satisfied with the repair, replacement or making good but only in respect of that part of the Defective Goods repaired, replaced or made good.

8.5 If Gold Road decides to accept any Defective Goods from the Supplier, this decision does not bind Gold Road to accept any future Defective Goods supplied under the agreement.

8.6 The remedies provided in this clause 8 do not exclude any other remedies provided by law.

9 Health and safety

9.1 The Supplier must comply, and must ensure its Personnel comply, with:

- (a) all Work Health and Safety Laws in providing the Goods and performing the Services and performing its obligations under the agreement; and
- (b) all lawful directions given by Gold Road in relation to work health and safety.

9.2 The Supplier must not, and must ensure that its Personnel do not, cause Gold Road to contravene any Work Health and Safety Laws.

9.3 To the extent the Goods or Services are to be delivered to or provided at the Site, the Supplier must:

- (a) comply with all reasonable directions of Gold Road given in relation to work health and safety; and
- (b) promptly notify Gold Road of any Notifiable Incident at the Site, and cooperate with and assist Gold Road in relation to any investigation or legal proceedings in relation to the Notifiable Incident.

9.4 The Supplier must notify Gold Road of:

- (a) any breach or potential breach by the Supplier or its Personnel of the Work Health and Safety Laws; or
- (b) any notice or direction received by the Supplier or its Personnel under or in connection with the Work Health and Safety Laws (including by providing a copy of the notice or direction to Gold Road).

9.5 Gold Road may require the Supplier to provide information concerning compliance with assessments and evidence of implementation of adequate risk controls in the provision of the Goods and performance of the Services, and the Supplier must provide that information to Gold Road if requested.

10 Risk and title

- 10.1 Risk in any Goods passes from the Supplier to Gold Road at the time that Gold Road accepts delivery of the Goods at the delivery location. The Supplier is also responsible for any loss or damage to the Goods caused by the Supplier or its Personnel in the course of any work performed under clause 8.
- 10.2 Title in the Goods passes from the Supplier to Gold Road on the earlier of payment of the Fees for the Goods and delivery of the Goods to the delivery location.
- 10.3 The Supplier must not register any encumbrance or security interest against Gold Road on the Personal Property Securities Register. The Supplier warrants that when risk or title in Goods passes to Gold Road, the Goods will be free of any registered or unregistered encumbrance or security interest.

11 Payment

- 11.1 Subject to Gold Road accepting that the Goods have been delivered and Services performed to Gold Road's reasonable satisfaction, the Supplier may invoice Gold Road for the Fees at the times set out in the Purchase Order or, if no times are set out in the Purchase Order, at the time Gold Road accepts delivery of the Goods or the Services have been performed.
- 11.2 Unless the Purchase Order expressly provides otherwise, the Fees:
- (a) are inclusive of all costs and expenses incurred by the Supplier in performing its obligations under the agreement (including insurance, leave entitlements, transportation, packaging, packing and delivery costs and all taxes) and no further amounts are payable by Gold Road unless otherwise specified in the agreement;
 - (b) are not subject to rise and fall, escalation or review.
- 11.3 Gold Road will, subject to receipt of a valid invoice from the Supplier in accordance with the agreement, pay the invoice within 30 days of receipt of the invoice.
- 11.4 If Gold Road disputes the amount of any invoice:
- (a) Gold Road may withhold or suspend payment of any disputed part of the disputed invoice until the dispute is resolved; and
 - (b) the Supplier must continue to perform its obligations under the agreement while the dispute is resolved.

12 GST

- 12.1 Terms in this clause shall be interpreted pursuant to definitions in the A New Tax System (Goods and Services Tax) Act 1999 (Cth)
- 12.2 Amounts in this agreement are inclusive of GST (if any arises) unless expressly stated otherwise.
- 12.3 If a party is required to reimburse or indemnify another party for any amount incurred by the other party, that amount will be the amount incurred less an amount equal to any input tax credit the other party is entitled to claim for the amount incurred and increased by the amount of any GST payable in respect of the reimbursement or payment.

13 Intellectual property

- 13.1 The Supplier acknowledges and agrees that:
- (a) any Developed IP will be owned by Gold Road from the date it is created, generated, developed, written or brought into existence; and
 - (b) neither the Supplier nor any third party engaged by the Supplier in connection with the Goods or Services will have any right, interest or title in the Developed IP other than as provided in the agreement.
- 13.2 The Supplier hereby assigns, and will procure that any relevant Personnel promptly assigns, to Gold Road all right, title and interest in all intellectual property rights in any Developed IP.

- 13.3 Gold Road grants to the Supplier a non-exclusive, royalty-free, non-transferable licence to use the Developed IP solely for the purpose of, and to the extent necessary to perform, the Services and its obligations in accordance with the terms of the agreement.

- 13.4 Where any thing, material, document, information or item developed by or on behalf of the Supplier independently of the agreement (**Pre-Existing Materials**) is included or incorporated in Developed IP, Goods delivered to Gold Road by the Supplier, is used by the Supplier to provide the Goods or Services or is required in order to be able to use or exploit the Developed IP, a Good or a Service, the Supplier grants Gold Road a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, transferrable licence to use, reproduce, modify, perform testing, adapt and exercise the relevant Pre-Existing Materials for the purposes of, or in connection with, the use, exploitation, operation, maintenance, modification, enhancement of the Developed IP, Good or Service.

- 13.5 The Supplier warrants to Gold Road that
- (a) it has and will have at all relevant times full authority and all rights necessary to make the assignments under clause 13.2 and grant the licence under clause 13.4;
 - (b) the supply and use of any Goods and Services does not and will not contravene any Laws or infringe any rights of a third person (including any intellectual property rights or moral rights).

14 Code of Conduct

- 14.1 The Supplier acknowledges and agrees that:
- (a) it has been provided access to the Supplier Code of Conduct, which is available on Gold Road's website; and
 - (b) it has read, understood and shall at all times comply (and ensure its Personnel comply) with the Supplier Code of Conduct.

15 Anti-bribery

- 15.1 The Supplier must:
- (a) at all relevant times comply with all Anti-Bribery and Corruption Laws and with all related Laws applicable to them in connection with the agreement;
 - (b) have and maintain in place during the term of the agreement its own policies and procedures, to ensure compliance with any Anti-Bribery and Corruption Law, and will enforce them where appropriate;
 - (c) promptly report to the Gold Road any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the agreement which will or may be in breach of any Anti-Bribery and Corruption Law; and
 - (d) take reasonable steps to ensure that all persons performing services or providing goods in connection with the agreement comply with Anti-Bribery and Corruption Laws.

16 Modern Slavery

- 16.1 In performing its obligations under the agreement, the Supplier must, and must ensure that each of its subcontractor will:
- (a) take all reasonable steps (including undertaking reasonable due diligence and implementing staff training programs) to ensure there is no Modern Slavery in the Supplier's or the subcontractor's operations or supply chains; and
 - (b) keep appropriate records evidencing the reasonable steps taken to ensure compliance with clause 16.1(a) and provide these records to Gold Road upon request.
- 16.2 The Supplier represents and warrants that, to the best of its knowledge having made all reasonable enquiries and undertaken all reasonable due diligence:
- (a) it is not aware of any Modern Slavery in its, or any of its subcontractors', operations or supply chains; and

- (b) neither it, nor its Personnel, have been or is the subject of any investigation, inquiry or enforcement proceeding by any authority regarding an offence or alleged offence in connection with Modern Slavery.

16.3 The Supplier must immediately notify Gold Road if it becomes aware of any information which means the representations and warranties in clause 16.2 may no longer be true and correct.

17 Confidentiality and privacy

17.1 The receiving party must maintain the confidential nature of, and not disclose to any person, any information provided to them by the disclosing party during the course of, or in connection with, the agreement, other than any information which is in the public domain or becomes available to the other party other than through a breach of confidence (**Confidential Information**).

17.2 The receiving party may disclose Confidential Information to its officers and employees (**Authorised Persons**):

- (a) to the extent the Authorised Person has a need to know; and
- (b) provided that before disclosure, the receiving party has made the Authorised Person fully aware of the confidential nature of the Confidential Information and the terms of this clause 17.

17.3 The obligations of confidence do not apply where the receiving party is required by law to disclose specific Confidential Information, provided that the receiving party must give the disclosing party reasonable prior notice of any proposed disclosure.

17.4 If the receiving party discloses Confidential Information to any person, the receiving party must ensure that the person:

- (a) maintains its confidential nature and complies with the terms of this clause 17 as if that person were the receiving party; and
- (b) does not do or omit to do anything that, if done by the receiving party, would constitute a breach of its obligations of confidence under this clause 17.

17.5 The Supplier must not make or authorise the making of any press release or other public announcement relating to the agreement or its relationship with Gold Road.

17.6 Where the Supplier is in possession of, or has access to, information that is personal information for the purposes of, or protected under, the Privacy Laws (**Personal Information**) in connection with the performance of its obligations pursuant to the agreement, the Supplier must (and must ensure that the Supplier's Personnel):

- (a) comply with the Privacy Laws;
- (b) not do or omit to do anything that results in Gold Road contravening any Privacy Law; and
- (c) comply with any reasonable policy, direction or instruction provided by Gold Road to the Supplier regarding the collection, storage, use, deletion, disclosure or management of Personal Information.

18 Insurance

18.1 The Supplier must effect the following insurance policies with reputable insurers: (a) workers compensation to the extent required at law; (b) public and product liability insurance to an amount not less than the amount identified in the Purchase Order (and if nothing is stated, \$5,000,000); (c) where the Services include professional services professional indemnity insurance to an amount not less than the amount identified in the Purchase Order (and if nothing is stated, \$1,000,000).

18.2 Upon request by Gold Road, the Supplier must immediately provide copies of certificates of currency.

19 Indemnity

19.1 The Supplier is liable for and must indemnify Gold Road and their respective Personnel from and against any claims, losses, damages, defects, and costs of any nature (including legal fees and expenses), arising from or in connection with a breach by this Agreement by the Supplier or a negligent act, omission of or wilful misconduct of the Supplier, a breach of any law by the Supplier in connection with this agreement.

19.2 The Supplier's liability under this clause will be reduced to the extent that the loss is caused by the negligence, breach of this Agreement or wilful misconduct of Gold Road.

20 Termination

20.1 Gold Road may terminate the agreement by immediate effect upon written notice to the Supplier if:

- (a) the Supplier commits any material breach of any of the provisions of the agreement which Gold Road, acting reasonably, considers is incapable of remedy;
- (b) the Supplier commits any breach of any of the provisions of the agreement and the breach is capable of remedy, but the Supplier fails to remedy that breach within 7 days of notice from Gold Road requesting it to do so;
- (c) the Supplier is insolvent;
- (d) the Supplier or any of its Personnel commit any act of fraud or dishonesty in relation to the agreement; or
- (e) the Supplier fails to provide the Goods or Services in a competent or safe manner.

20.2 The Supplier may terminate the agreement by immediate effect upon written notice to Gold Road if:

- (a) Gold Road fails to pay an amount due and payable to the Supplier within 30 days after the date that amount becomes due and payable and the Supplier has provided a notice of the payment default and Gold Road fails to remedy the non-payment within the remedy period specified in the notice of default; or
- (b) Gold Road is insolvent.

20.3 Notwithstanding anything else in the agreement, Gold Road may, at any time and at its absolute discretion, terminate the agreement for any reason whatsoever determined by Gold Road by giving the Supplier a written notice.

20.4 If the agreement is terminated under clause 20.1, Gold Road is entitled to recover from the Supplier any costs, losses, damages and liabilities incurred or suffered by it or any member of the Gold Road Group as a result of, or arising out of, or in any way in connection with the termination or any preceding breach.

20.5 If this agreement is terminated under clause 20.2 or 19.3 the Supplier may engage other persons to perform the Services or supply the Goods or both, and the Supplier's sole entitlement to payment in respect of the agreement will be:

- (a) in respect of any Goods:
 - (i) payment of the value of that proportion of the Goods delivered;
 - (ii) if the Supplier has commence transportation of any Goods before termination but the Goods have not been delivered at the time of termination, Gold Road must pay the Fees for the Goods upon delivery to the Delivery Points; or
 - (iii) return the Goods to the Supplier at Gold Road's expense.
- (b) in respect of the Services:
 - (i) the Fee for the Services performed in accordance with the agreement prior to the date of termination (not subject of a previous payment of the Fee); and
 - (ii) its direct and reasonable demobilisation costs.

20.6 If the agreement is terminated, then:

- (a) subject to clause 20.7, each party is released from its obligations under the agreement;
 - (b) the Supplier must immediately cease using the Developed IP;
 - (c) the Supplier must provide Gold Road with any Developed IP in the Supplier's possession or control;
 - (d) each party retains any rights, entitlements or remedies it has accrued before termination; and
 - (e) each party must promptly return to the other all copies of Confidential Information and all property of the other within its possession or control (including any security passes and keys).
- 20.7 The termination or expiry of the agreement does not operate to terminate any rights or obligations under the agreement that by their nature are intended to survive termination or expiry, including under clauses 2.3, 2.4, 3.5(h), 3.9, 5.3, 7, 8, 9.3(b), 9.4, 9.5, 10, 12, 13, 15, 16, 17, 19, 20, 21 and 22.

21 Notices

- 21.1 Except as otherwise stated in the Purchase Order, any notice in respect of the Purchase Order must be given in writing and delivered by hand, or sent by email, fax or post to the relevant address specified in the Purchase Order and copied to such other office or offices of the parties as are from time to time be nominated by them in writing to the other.
- 21.2 Any such notice will be effective: (i) if delivered by hand, at the time of delivery; (ii) if sent by email or fax, at the time of transmission unless transmitted after the close of normal business hours or on a non-business day, in which case it is effective on the next business day following the date of sending; or (iii) if sent by post, on the third business day after the date of posting.

22 General

- 22.1 The operation of the Vienna Convention on Contracts for the International Sale of Goods 1980 and the *Sale of Goods Act 1895* (WA) are excluded in relation to all and any rights, obligations and liabilities under the agreement.
- 22.2 The Supplier must not subcontract any of its obligations under the agreement without Gold Road's prior written consent. The Supplier will be liable for the acts and omissions of subcontractors as if they were the acts and omissions of the Supplier.
- 22.3 A party must not assign, novate, transfer or otherwise deal with any of its rights, interests or obligations under the agreement without the prior written consent of the other party.
- 22.4 The Supplier is an independent contractor performing any the agreement. The agreement does not create any agency, partnership, joint venture or other joint relationship between the parties.
- 22.5 If the Supplier enters into the agreement as trustee of any trust then the Supplier does so both in its own right and as trustee of the relevant trust and represents and warrants that to Gold Road that it has the power under the trust's constituent documents to enter into the agreement and that entering into the agreement is for the benefit of all beneficiaries of the trust.
- 22.6 The agreement constitutes the entire agreement between the Supplier and Gold Road in respect of its subject matter and supersedes all previous communications, representations, understandings or agreements in respect of its subject matter.
- 22.7 The agreement may be amended only by an agreement in writing executed by both parties.
- 22.8 No provision of the agreement will be construed to the disadvantage of a party merely because that party was responsible for the preparation of the agreement or the inclusion of the provision in the agreement.
- 22.9 Each party must do all acts necessary or desirable to give full effect to these terms and refrain from doing anything which might prevent full effect being given to these terms.

- 22.10 A failure to exercise or delay in exercising any right under these terms does not constitute a waiver and any right may be exercised in the future. Waiver of any of these terms must be in writing and is only effective to the extent set out in that written waiver.
- 22.11 If any provision of these terms is void, unenforceable or illegal and would not be so if words were omitted, then those words are to be severed and if this cannot be done, the entire provision is to be severed from these terms without affecting the validity or enforceability of the remaining provisions.
- 22.12 The agreement is governed by the laws in force in Western Australia and the parties submit to the non-exclusive jurisdiction of the courts of Western Australia.