

Terms & Conditions

Centaurus Metals Limited

1. DEFINITIONS

In this Agreement, except where the context otherwise requires: **"Acceptance"** subject to clause 6(f), means the date that the Purchaser advises the Supplier in writing that the Goods have been accepted;

"Agreement" means the agreement between the Purchaser and the Supplier set out in the Purchase Order and these Terms and Conditions;

"Business Day" means all days except Saturday, Sunday and public holidays where the Delivery Place is located;

"claim" includes any claim for an adjustment to the Price or to costs, expenses, damages, liabilities or any other amounts of whatever nature under this Agreement or otherwise at law;

"Date for Delivery" means the required delivery date stated in the Purchase Order;

"day" means calendar day;

"Defects Liability Period" means the period commencing on Acceptance and expiring on the date that is 24 months after the date of Acceptance, or such further period as determined under clause 9(b);

"Delivery" has the meaning in clause 6;

"Delivery Place" means the delivery address stated in the Purchase Order;

"Goods" means those goods as specified in the Purchase Order which the Supplier is required to deliver under this Agreement;

"Price" means the total amount payable to the Supplier by the Purchaser as set out in the Purchase Order;

"Purchase Order" means the purchase order to which these Terms and Conditions apply;

"Purchaser" means the purchaser stated in the Purchase Order;

"Services" means those services specified in the Purchase Order which the Supplier is required to carry out under this Agreement;

"Site" means the site stated in the Purchase Order;

"Supplier" means the supplier stated in the Purchase Order;

"Supplies" means the Goods and/or Services, as the case may be; and

"Supply Material" means materials and documents including but not limited to samples, models, patterns, calculations, drawings and specifications created or supplied under the Agreement.

2. THE AGREEMENT

a) Subject to clause 2(b):

- i) this Agreement contains the entire agreement between the parties and supersedes all earlier conduct and prior agreements, representations, communications and understandings between the parties in connection with the subject matter of this Agreement, whether oral or in writing; and
- ii) this Agreement shall be deemed to be accepted by the Supplier for the Supplies from the earlier of:
 - A) the Supplier signing and returning a copy of this Agreement; or
 - B) the Supplier's commencement of the Supplies after receipt of the Purchase Order.

b) In the event of any inconsistency between these Terms and Conditions and the Purchase Order, the Purchase Order shall prevail.

c) If the Purchase Order is issued under an existing contract, the terms of that existing contract will apply and, other than this clause 2(c), these Purchase Order Terms & Conditions shall have no effect.

3. PERFORMANCE AND PAYMENT

a) The Supplier shall carry out the Supplies in accordance with this Agreement.

b) The Purchaser shall pay the Supplier the Price in accordance with this Agreement.

c) The Price is:

- i) firm and final;
- ii) not subject to rise and fall; and
- iii) with the exception of GST, inclusive of all taxes, duties and charges imposed or levied in Australia or overseas.

4. SUPPLIER OBLIGATIONS

The Supplier shall carry out and complete the Supplies:

- a) exercising a high standard of skill, care and diligence;
- b) in accordance with this Agreement and the Purchaser's directions;
- c) in accordance with all legislative requirements and any relevant Standards or codes applicable to the Supplies for the duration of this Agreement;
- d) in a manner that is suitable, appropriate and adequate for the purposes stated in, or reasonably inferred from, the Purchase Order;
- e) with due expedition and without delay; and
- f) if the Supplies include the provision of work on the Site, in accordance with any rules and regulations of the Purchaser or the proprietor of the Site.
- g) the Supplier must hold any confidential information in strict confidence and not disclose, or cause or permit the disclosure of confidential information except as permitted with the prior written consent of the Purchaser.

5. THE GOODS

a) Without limiting clause 4, the Supplier shall properly package and protect the Goods to prevent damage during transit and upon Delivery; and

- b) The Supplier warrants that the Goods:
 - i) will be new (unless otherwise specified);

- ii) will conform with its description;
- iii) are free from all third party rights and claims; and
- iv) are of merchantable quality and are fit for the purpose for which the Purchaser requires them.

c) The warranties given by the Supplier in this clause are in addition to and shall not derogate from any conditions or warranties implied by legislative requirements.

6. OWNERSHIP, RISK AND DELIVERY

a) Ownership of, and unencumbered title in, the Goods shall pass to the Purchaser on the earlier of Delivery or the date of payment for the Goods.

b) The Supplier shall be responsible for the care of the Goods until the date that risk passes in accordance with clause 6(d).

c) If loss or damage occurs to the Goods while the Supplier is responsible for their care, the Supplier shall, at its cost, promptly rectify such loss or damage.

d) Risk in the Goods shall pass to the Purchaser on the later of Delivery or Acceptance.

e) Signing for or otherwise confirming Delivery by the Purchaser shall not constitute Acceptance.

f) If the Purchaser fails to advise the Supplier in writing that the Goods have been accepted, Acceptance is deemed to occur on the date that is 5 Business Days after Delivery.

g) The Supplier shall deliver the Goods to the Delivery Place by the Date for Delivery. Time shall be of the essence.

h) Acceptance of the Goods shall not prejudice any rights, powers or remedies the Purchaser may have as a result of a breach of this Agreement by the Supplier.

7. DOCUMENTS AND INTELLECTUAL PROPERTY

a) Documents provided by the Purchaser under this Agreement or otherwise, remain the Purchaser's property and shall be returned to the Purchaser on demand. The Purchaser grants to the Supplier a licence to use the documents to carry out the Supplies and any rectification, maintenance or servicing as necessary for the purposes of this Agreement.

b) The Supplier shall not use, copy or reproduce the documents provided by the Purchaser for any purpose other than the Supplies.

c) Intellectual property rights in the Supply Material shall vest in the Purchaser upon creation.

8. PAYMENT

a) A claim for payment of the Price:

- i) unless otherwise specified, shall only be issued after completion of the Supplies; and
- ii) shall be submitted to the Purchaser in a valid invoice

b) The Purchaser shall pay the amount assessed to the Supplier within 30 days of the receipt of a compliant claim for payment.

c) Payment by the Purchaser of any claim shall be a payment on account only and shall not constitute evidence that the Supplies have been carried out satisfactorily.

d) Where requested, the Supplier shall provide timesheets in the form noted on the Purchase Order.

9. DEFECTS

a) During the Defects Liability Period, the Purchaser may give the Supplier a direction to rectify a defect or omission within a certain time period, upon which the Defects Liability Period shall be extended by a period determined by the Purchaser not exceeding a further 24 months.

b) The Supplier shall carry out rectification as directed and at times and in a manner causing as little inconvenience to others as is reasonably possible.

10. INDEMNITY

The Supplier indemnifies the Purchaser against:

- a) loss or damage to property, including existing property on or around the Delivery Place or the Site including property belonging to third parties;
- b) claims against the Purchaser in respect of personal injury, death, or loss or damage to any property; and
- c) claims against the Purchaser in respect of any infringement of any intellectual property or moral rights,

arising out of or in connection with carrying out the Supplies.

11. INSURANCE

a) The Supplier shall effect and maintain appropriate policies with reputable insurers including where relevant, public and products liability insurance, professional indemnity insurance and insurance for loss or damage during transit and unloading.

b) Policies will be maintained for the duration of this Agreement or until risk in the Goods pass to the Purchaser.

c) If the Supplies include the provision of work on the Site, the Supplier shall also effect and maintain worker's compensation or personal accident and illness insurance or any other insurance required by law.

d) The Supplier shall, within 3 days of the Purchaser's request, give evidence of insurance effected and maintained.

12. COMPLIANCE WITH STATUTES

a) The Supplier shall comply with all legislative requirements relating to the Supplies, including any direction from a local authority or other body having jurisdiction over the carrying out of the Supplies.

- b) The Supplier shall not perform any Supplies which require a license under any legislative requirement unless it holds a license permitting the Supplier to lawfully carry out those Supplies.

13. DEFAULT

- a) If the Supplier commits a breach of this Agreement, the Purchaser may issue a notice to the Supplier requiring the Supplier to show cause why the Purchaser should not terminate this Agreement.
- b) If the Supplier fails to show reasonable cause within the period stipulated in the Purchaser's notice to show cause, the Purchaser may, by further notice, terminate this Agreement.

14. TERMINATION

- a) If this Agreement is terminated in accordance with the provisions of this agreement, the Supplier shall:
 - i) immediately cease carrying out the Supplies;
 - ii) promptly return to the Purchaser all property, documentation or information provided by the Purchaser to the Supplier in connection with this Agreement; and
 - iii) use best endeavours to mitigate all costs in connection with the termination of this Agreement.
- b) If this Agreement is terminated under clause 14(a), the Supplier shall be entitled to claim from the Purchaser:
 - i) the amount determined by the Purchaser for the Supplies carried out to the date of termination; and
 - ii) the cost of materials reasonably ordered by the Supplier for the Supplies, which the Supplier cannot return, cannot otherwise use, cannot re-sell, or which order cannot be cancelled, but only if the materials become the property of the Purchaser upon payment.
- c) The Supplier is not entitled to any other claim, including any claim for loss of profits, costs, losses, damages or expenses suffered or incurred, other than those amounts payable under clause 14(b).

15. INSOLVENCY

If the Supplier informs the Purchaser that it is insolvent or financially unable to proceed with this Agreement, the Purchaser may, without issuing a notice to show cause, terminate this Agreement by written notice.

16. GENERAL

- a) The Purchaser may request the Supplier to vary the Supplies. The Supplier is required to confirm and agree, in writing, the scope and price of any variation with the Purchaser prior to commencing any work related thereto.
- b) The Supplier shall not assign this Agreement or any right, benefit or interest under this Agreement or subcontract any part of the Supplies without the Purchaser's written approval.
- c) Notwithstanding any other provision of this Agreement, the Purchaser shall not be liable upon any claim (other than a claim for payment of the Price under clause 8) until unless a written notice of claim is given to the Purchaser within 7 days after the date the Supplier ought reasonably have become aware of the facts or circumstances upon which the claim is based.
- d) The laws of Western Australia shall apply to this Agreement.

17. EXECUTION

Signed for and on behalf of the Purchaser

Signature

Name

Position

Date

Signed for and on behalf of the Supplier

Signature

Name

Position

Date
