

Terms

The following words shall, where the context permits, have the following meanings:

“Approved Representative” means a director or officer of the Purchaser.

“Business Day” means any day other than a Saturday, Sunday or public holiday in the state to which this Purchase Order applies.

“Change Order” means a written amendment by the Purchaser to this Purchase Order upon terms mutually agreed by the Parties.

“Confidential Information” means anything which is not in the public domain and is information disclosed by a party to the other party concerning its business and or its potential business, its intellectual property, its clients or potential clients, the contents of this Purchase Order and anything deemed to be applicable.

“Delivery” or **“Delivered”** means the delivery of Goods by the Supplier to the nominated Delivery Point specified in the Purchase Order and the acceptance of Goods by the Purchaser.

“Delivery Date” means the first date (or dates) specified in the Purchase Order when the Supplier must deliver goods to the Purchaser.

“Delivery Point” means the delivery point (or points) specified in the Purchase Order for Goods.

“Delivery Terms” means the delivery terms specified in the Purchase Order including without limitation carriage, insurance, loading and offloading requirements for Goods together with any Special Conditions appended to these Terms and Conditions.

“Day” means calendar day.

“Final Delivery” means the last date specified in the Purchase Order for Delivery of Goods, or where there are multiple Delivery dates the date specified for the Delivery of the last lot of Goods.

“Goods” means all materials, merchandise, equipment, machinery, plant, stores, spares, items, services, work, reports and the like required to be supplied or performed by the Supplier under this Purchase Order or as set out in the related scope of works document.

“GST” has the meaning it bears in the A New Tax System (Goods and Services Tax) Act 1999 and terms which are defined in the A New Tax System (Goods and Services Tax) Act 1999 have the same meaning as those terms have in that Act.

“Month” means calendar month.

“Party,” “Party’s” or “Parties” means a reference to the Purchaser and the Supplier.

“Purchase Order” means the document clearly stated as the Purchase Order together with all attachments, documents, terms and conditions and data either attached to, or referenced within the Purchase Order.

“Purchaser” means the Purchaser as indicated on the Purchase Order.

“Supplier” means the person, company, or corporation referred to in this Purchase Order and to whom this Purchase Order is issued, where two or more persons are named as the Supplier then the obligations on their part shall bind and be observed and performed by them jointly and each of them severally.

Initials Here:

Initials

Document ID:	Type:	Version:	Release Date:	Review Period:	Next Review:	Document Department:	Document Owner:	Page:
NVO-FIN-COM-FRM-0001	Form	2	26/10/2021	3 Years	26/10/2024	FIN	Commercial Manager	3

“Site” means the Purchaser’s or other parties’ premises, buildings, plant, mine site, land, or other place as may be specified in this Purchase Order where Goods are to be delivered, installed, erected, or commissioned with the assistance of the Supplier.

In this Purchase Order and these Purchase Order Terms and Conditions, unless the context otherwise requires:

- A cross reference to a clause number is a reference to that clause or sub-clause;
- Words in the singular include the plural and vice versa;
- Words importing a gender include any other gender;
- A reference to a party includes that party’s successors, assigns and representatives;
- A reference to a person includes a partnership and a body, whether corporate or otherwise; and
- Unless expressly specified to the contrary all monetary references are references to Australian currency.

Conditions

1. CONTRACT

- 1.1. The Purchase Order when duly signed by the Purchaser and bearing an order number is the only form which shall be recognised by the Purchaser as authority for the Supplier to charge for Goods to its account and supersedes all previous communications and negotiations.
- 1.2. The Purchase Order including all documents attached thereto or incorporated by reference (as expressly agreed in writing by the Purchaser) constitutes the entire agreement between the Purchaser and the Supplier for the supply of Goods and shall not be modified except by written Change Order. No terms stated by the Supplier in accepting or acknowledging, this Purchase Order shall be binding unless the Purchaser’s prior written consent has been given.
- 1.3. The Purchase Order constitutes an offer to purchase and not an acceptance of any offer to sell Goods. In the absence of any written acceptance or acknowledgment of this Purchase Order by the Supplier, the commencement of any work by the Supplier in connection with this Purchase Order or the making of any deliveries shall be deemed an acceptance of this Purchase Order and all terms and conditions therein.
- 1.4. If the Supplier discovers any inconsistency between the documents comprising the Purchase Order, the Supplier must immediately notify the Purchaser in writing.

In the event of any such inconsistency the agreed order of precedence of the documents shall be:

- a) the Purchase Order;
- b) Special Conditions (if any);
- c) these Purchase Order Terms and Conditions;
- d) Scope of Works;
- e) Bills of materials (or such similar document as would constitute a bill of materials);
- f) Specifications; and

Initials Here:

Initials

Document ID:	Type:	Version:	Release Date:	Review Period:	Next Review:	Document Department:	Document Owner:	Page:
NVO-FIN-COM-FRM-0001	Form	2	26/10/2021	3 Years	26/10/2024	FIN	Commercial Manager	4

- g) Drawings.
- 1.5 If two or more documents contain, or a party to the Contract contends that the documents contain, different standards or requirements, then the higher standard or more onerous requirement will apply.
- 1.6 The Supplier is an independent contractor and shall not act as, or be regarded as, an agent or employee of the Purchaser.
- 1.7 The Supplier must not assign or subcontract this Purchase Order or any part thereof without the prior written consent of the Purchaser. Any such permission granted shall not relieve the Supplier from any of its obligations under this Purchase Order. The Purchaser shall have the right to assign all or any part of this Purchase Order to its successors or other company upon written notification to the Supplier. In the event of such assignment there shall be no other alteration to the Purchase Order terms and conditions unless otherwise agreed to by the Parties.
- 1.8 No waiver or breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of any other provision.

2. AMENDMENTS TO PURCHASE ORDER

- 2.1 Subject to the provisions of this Purchase Order and these Purchase Order Terms and Conditions the Purchaser shall have the right to increase or decrease the quantity of Goods ordered up to the date of Final Delivery. The Purchaser also reserves the right to correct any errors or omissions in the Purchase Order including any changes to specifications, drawings, or documents forming a part of the Purchase Order.
- 2.2 The Supplier must not depart from the requirements of this Purchase Order unless otherwise directed in writing by the Purchaser and the Supplier must immediately comply with any such directions if given by the Purchaser.
- 2.3 If any amendments made by the Purchaser causes a change in cost or time required for the Supplier to perform its obligations under this Purchase Order, then an equitable adjustment shall be made in accordance with the terms of this Purchase Order. The Supplier agrees to immediately provide the Purchaser with such substantiation as may be reasonably required in respect of any alleged claim for a change in cost or time in the performance of the Purchase Order obligations.

3. PRICING

- 3.1 All prices, costs and charges specified in this Purchase Order shall be fixed and firm and not subject to variation unless otherwise expressly stated in this Purchase Order.
- 3.2 The Supplier is responsible for the payment of any tax, impost, or duty levied, charged, assessed or imposed in relation to the Goods supplied under this Purchase Order. All custom duties and other like charges must be stated separately in the Supplier's pricing and any reduction in such charges shall be to the benefit of the Purchaser.

Initials Here: Initials

Document ID:	Type:	Version:	Release Date:	Review Period:	Next Review:	Document Department:	Document Owner:	Page:
NVO-FIN-COM-FRM-0001	Form	2	26/10/2021	3 Years	26/10/2024	FIN	Commercial Manager	5

4. DELIVERY AND TITLE

- 4.1 The Supplier must deliver the Goods in accordance with the Delivery Terms and to the nominated Delivery Point specified in this Purchase Order. Unless otherwise expressly stated in this Purchase Order, the Supplier shall be responsible for the cost of all packing, transport, freight, loading and unloading and insurances of Goods until the Delivery of Goods.
- 4.2 The quantity of Goods delivered must not be greater than the amount stated in this Purchase Order, unless quantity amendments have been made to this Purchase Order by the issue of a Change Order. The Purchaser shall have the right to return any excess quantities of Goods to the Supplier at the Supplier's risk and expense.
- 4.3 Title to the property in Goods and risk in Goods shall pass from the Supplier to the Purchaser upon receipt and the acceptance of the Goods by the Purchaser at the nominated Delivery Point (Delivery). However, where the Purchaser has made payment or part payment to the Supplier for any Goods, whether Delivered or not, then title to and property in such Goods, or partly completed Goods (including any materials to be used in its manufacture), shall pass to the Purchaser. Where such Goods are not yet Delivered, the Supplier must appropriately mark items, materials and Goods as the property of the Purchaser and the Supplier must continue to bear the risk of loss or damage for these Goods until such time as the Goods are Delivered.
- 4.4 The Supplier warrants that the Goods are, and at the time that title of the property pass to the Purchaser shall be, free and clear of all liens and encumbrances and shall have a good marketable title.

5. SHIPMENT OF GOODS

- 5.1 The Supplier must give the Purchaser not less than three (3) days' notice of the time when the Goods shall be ready for dispatch from the Supplier's works.
- 5.2 A notice of shipment must be sent to the Purchaser at the time of shipment of Goods which must as a minimum state the purchase order number, type and quantity of Goods, method of transportation, route to be taken to Delivery Point and estimated time of arrival of Goods. All Goods must be suitably packed, marked and shipped in accordance with this Purchase Order and the proper requirements of the relevant carriers. Spare parts must be packed separately from parent equipment and clearly labelled "Spare Parts".
- 5.3 The Supplier shall be liable for any additional costs as a result of either failing to follow the Purchaser's shipping instructions specified in this Purchase Order or improperly describing the Goods, or failing to properly pack and protect the Goods.

6. WARRANTY

- 6.1 Unless otherwise specified in this Purchase Order, the Supplier warrants:
 - a) That the Goods supplied under this Purchase Order are new, of merchantable quality, fit for the purpose stated and free of defects in materials, workmanship and design;

Initials Here: Initials

Document ID:	Type:	Version:	Release Date:	Review Period:	Next Review:	Document Department:	Document Owner:	Page:
NVO-FIN-COM-FRM-0001	Form	2	26/10/2021	3 Years	26/10/2024	FIN	Commercial Manager	6

- b) That Delivered Goods shall remain free of any defects for a period of 12 months from commissioning, or alternatively a period of 18 months from the date of Delivery of Goods, or 18 months from the date of notification by the Supplier that the Goods are ready for dispatch from the Supplier’s works, whichever period is the lesser; and
 - c) That where the Supplier has manufactured any Goods as required by this Purchase Order to drawings or specifications supplied by the Purchaser that the Goods have been manufactured and supplied strictly in accordance with such drawings or specifications.
- 6.2 At the option of the Purchaser, the Supplier must promptly replace, repair, or make good any Goods or parts of Goods supplied under this Purchase Order found to be defective, or in any way unsuitable for the purpose stated, or otherwise not in compliance with the requirements of this Purchase Order (reasonable wear and tear excepted).
- 6.3 The Supplier warrants that its people supplied under the Purchase Order are of suitable skills, experience and knowledge to be performing the Works under this Purchase Order.

7. INSPECTION AND EXPEDITING

- 7.1 The Purchaser or its designated agents shall have the right to inspect and expedite all work under this Purchase Order at any stage of design, engineering, manufacture or installation and the Supplier must make this a condition of any subcontracted work. In addition to any other inspections made all Goods shall be subject to the Purchaser’s inspection within a reasonable time of arrival at the Delivery Point. Payment for any Goods prior to this inspection shall not be construed as acceptance of Goods. Any inspections carried out by the Purchaser, or its designated agents shall not relieve the Supplier from its obligations under this Purchase Order.
- 7.2 The Purchaser or its designated agents shall have the power at any time to reject Goods which are found to be unsatisfactory, defective, of inferior quality or workmanship, or otherwise failing to meet the requirements of this Purchase Order. Rejected Goods must be replaced or made good to the Purchaser’s satisfaction at no additional cost to the Purchaser. The Purchaser may direct the Supplier, at the Supplier’s expense, to remove any Delivered Goods which have been rejected and if after a reasonable period of time the Supplier fails to do so the Purchaser may return such Goods to the Supplier. The Supplier must reimburse the Purchaser for any costs associated in returning rejected Goods to the Supplier, or for any additional costs associated with purchasing substitute Goods, or for any prior payments made by the Purchaser to the Supplier for rejected Goods until made good and Delivered. The Purchaser may deduct such costs from any payments to be made to the Supplier.

8. PAYMENT AND INVOICING

- 8.1 Unless otherwise specified in this Purchase Order payment terms shall be one hundred percent (100%) of the Purchase Order value payable in accordance with clause 8.4 following receipt by the Purchaser of an invoice properly issued pursuant to clauses 8.2 and

Initials Here: Initials

Document ID:	Type:	Version:	Release Date:	Review Period:	Next Review:	Document Department:	Document Owner:	Page:
NVO-FIN-COM-FRM-0001	Form	2	26/10/2021	3 Years	26/10/2024	FIN	Commercial Manager	7

- 8.3. However, in addition to the Purchaser's rights under sub-clause 8.6, the Purchaser shall have the right, at its sole discretion, to withhold payment of up to five percent (5%) of the Purchase Order value until the receipt and acceptance of all drawings, manuals and data (including electronic formats) required by this Purchase Order.
- 8.2 The Supplier is entitled to and shall submit a Tax Invoice after the Delivery of the Goods to the Delivery Point and Acceptance of the Goods by the Purchaser. Each invoice as a minimum must specify the Supplier's Australian Business Number, the correct purchase order number, the quantity, description, unit price and total value of Goods together with any other verification required by this Purchase Order or reasonably requested by the Purchaser. The Supplier must provide the Purchaser with all reasonable records and access to allow the Purchaser to verify any cost, price and volume records relating to Goods supplied under this Purchase Order. The Purchaser shall not be responsible for delays in receipt of the Supplier's invoices and required supporting documents. Should delay occur, the time allowed for payment of invoices shall commence on the date of receipt by the Purchaser of all necessary invoice and supporting documentation.
- 8.3 All Invoices shall be sent by email to: accounts@novoresources.com
- 8.4 Payment of approved invoices by the Purchaser shall be made within thirty (30) days of receipt by the Purchaser. Unless otherwise mutually agreed between the Parties, all payments shall be made to the Supplier in Australian currency by electronic transfer into the bank account nominated by the Supplier.
- 8.5 In the event of a dispute as to the amount or the content of any invoice the Purchaser shall notify the Supplier of such dispute and the undisputed portion of the invoice shall be paid following clarification with the Supplier and issue of an appropriate credit note from the Supplier to the Purchase in relation to the disputed amount.
- 8.6 The Purchaser shall have the right to deduct any monies owing to the Purchaser, or to set off costs incurred by the Purchaser as a result of the Supplier failing to conform to the Supplier's obligations in this Purchase Order. Payment of the Supplier's invoices shall be made net of such monies owed or the Purchaser's set off costs.
- 8.7 Each Party must comply with their respective obligations in relation to payment of GST. In settling the Supplier's invoice, the Purchaser shall deduct and remit to the proper authorities any taxes or other charges as it is required by law to deduct (if any), and payment of the invoice net of the amount so deducted shall constitute full and proper payment of the amount due to the Supplier pursuant to this Purchase Order.
- 8.8 No interest will be payable to the Supplier in respect of any invoice rendered to the Purchaser by the Supplier under clause 8.

9. TIME FOR DELIVERY

- 9.1 The time(s) of Delivery specified in this Purchase Order is (are) of the essence of the Purchase Order. The Supplier must commence work immediately upon receipt of this Purchase Order and must complete Delivery of Goods within the time(s) stated in this Purchase Order.

Initials Here:

Initials

Document ID:	Type:	Version:	Release Date:	Review Period:	Next Review:	Document Department:	Document Owner:	Page:
NVO-FIN-COM-FRM-0001	Form	2	26/10/2021	3 Years	26/10/2024	FIN	Commercial Manager	8

10. EXTENSION OF TIME

- 10.1 In the event of a delay to the Supplier resulting from acts of omission or commission of the Purchaser, or as a result of event of Force Majeure, the Supplier shall be entitled to an extension of time for Delivery of Goods by the amount of time the Supplier is actually delayed in the performance of work, provided that the Supplier has immediately notified the Purchaser in writing of: the commencement of each delay (together with supporting data) advising the cause for delay, the probable duration of delay, probable impact on the Delivery of Goods and actions being taken to mitigate the delay; and termination of the cause of delay and requests an extension of time.
- 10.2 The Purchaser shall have no obligation to grant any extension of time claimed by the Supplier, irrespective of cause, unless the Supplier has fully complied with the notification requirements set out in sub-clause 10.1 above.
- 10.3 If the Supplier’s claim for an extension of time is approved by the Purchaser, the Purchaser shall issue a Change Order to amend the Delivery Date(s) for the period reasonably justified. Such extension of time shall be the Supplier’s sole remedy for delay and the Supplier shall not be entitled to, and hereby waives any and all claims to increased compensation, costs, or damages in respect of any delay howsoever caused.

11. FORCE MAJEURE

- 11.1 “Force Majeure” means a circumstance beyond the reasonable control of the Parties, which results in a Party being unable to observe or perform on time its obligations under this Purchase Order. Circumstances of that nature include but are not limited to acts of God, lightning strikes, earthquakes, floods, storms, or other natural disasters, acts of war, terrorism, civil commotion, malicious damage, stoppage or restraint of labour, or other industrial disturbance, or acts by any governmental agency or authority.
- 11.2 Neither Party shall be liable for any delay or failure to perform its obligations under this Purchase Order if such a delay is due to Force Majeure. If a delay or failure of a Party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that Party’s obligations shall be suspended.
- 11.3 If a delay or failure by a Party to perform its obligations due to Force Majeure exceeds sixty (60) days then either Party may immediately terminate this Purchase Order by notice in writing to the other Party.

12. CANCELLATION

- 12.1 The Purchaser, at its option shall have the right to cancel any undelivered Goods by notice in writing to the Supplier. If this Purchase Order includes any standard stock Goods the Purchaser’s obligation shall be to pay for only those Goods delivered prior to the cancellation. Where this Purchase Order includes manufactured or fabricated Goods prepared to the Purchaser’s specifications then the Supplier must immediately upon receipt of the Purchaser’s notice of cancellation cease manufacture, supply, or work in accordance with and to the extent specified in the notice, and must do everything possible

Initials Here: _____ Initials

Document ID:	Type:	Version:	Release Date:	Review Period:	Next Review:	Document Department:	Document Owner:	Page:
NVO-FIN-COM-FRM-0001	Form	2	26/10/2021	3 Years	26/10/2024	FIN	Commercial Manager	9

to minimise any further costs incurred by the Supplier prior to the date of cancellation.

12.2 Provided that the Supplier is not in default the Purchaser shall pay the Supplier:

- a) For any Goods properly delivered prior to the date of cancellation;
- b) Actual out of pocket costs and expenses including expenses in connection with cancellation of any subcontracts, all as reasonably determined by the Purchaser which have been incurred by the Supplier prior to the date of cancellation; and
- c) Upon such payments title and property in any Goods or incomplete Goods not Delivered to the Purchaser shall pass to the Purchaser.

13. TERMINATION FOR DEFAULT

13.1 In the event of any breach by the Supplier of any terms of this Purchase Order (including the Supplier's warranties), the Purchaser may at its option and without prejudice to any of its other rights, cancel any undelivered Goods and shall have the right to terminate this Purchase Order in whole or in part and may procure similar Goods elsewhere from other suppliers.

13.2 The Purchaser shall have no obligation to pay for any Goods which have not been delivered after the date of Purchase Order termination, including any partially completed Goods. The Supplier shall be liable for any costs for similar Goods procured by the Purchaser in excess of the price(s) specified in this Purchase Order. The Supplier must, however, continue the performance of this Purchase Order to the extent not terminated by the Purchaser.

13.3 In addition to the rights provided above, the Purchaser may exercise any other rights and remedies provided by law or under this Purchase Order for such default or breach by the Supplier.

14. SUSPENSION

14.1 The Purchaser may at its option by written notification to the Supplier suspend performance of this Purchase Order for a period of time up to but not exceeding sixty (60) days in the aggregate. The Purchaser in its notification shall specify the effective date of suspension and estimated duration of the suspension. Upon receipt of such notice of suspension, the Supplier must promptly suspend performance of this Purchase Order to the extent specified in the notice of suspension and must take all reasonable care and precautions to protect all work in progress, materials and the like. The Purchaser may at any time withdraw the notice of suspension by written notification upon receipt of which the Supplier must immediately resume diligent performance of this Purchase Order to the extent specified in the notice of withdrawal.

14.2 If the Supplier is of the opinion that any notice of suspension or withdrawal of suspension justifies an amendment to the Purchase Order price, then the Supplier must immediately submit a written claim stating the details of price amendment together with supporting documentation to substantiate the claim to the satisfaction of the Purchaser.

Initials Here:

Initials

Document ID:	Type:	Version:	Release Date:	Review Period:	Next Review:	Document Department:	Document Owner:	Page:
NVO-FIN-COM-FRM-0001	Form	2	26/10/2021	3 Years	26/10/2024	FIN	Commercial Manager	10

15. INSURANCE

- 15.1 The Supplier must insure Goods for their full replacement value against damage or destruction from commencement of this Purchase Order until Delivery of the Goods to the Purchaser, unless otherwise agreed in writing by the Purchaser.
- 15.2 The Supplier must at all times be responsible for payment of all excesses and deductibles for insurances required under this Purchase Order. If requested by the Purchaser, the Supplier must immediately provide proof of all insurances effected in relation to this Purchase Order. The Supplier shall be liable for all damages, losses, costs, or expenses arising from any cause from the Supplier's failure to insure Goods.
- 15.3 If the Supplier fails to take out and maintain any insurance required by this Purchase Order then the Purchaser shall have the right to:
- a) Cancel this Purchase Order in whole or part in accordance with Clause 14 above; or
 - b) Obtain and maintain any insurance required and deduct the costs of such insurance from payments due to the Supplier.
- 15.4 If the Supplier (including its employees, subcontractors or agents) is required by this Purchase Order to perform any work in connection with installation, erection, or commissioning of Goods at Site then the Supplier must, prior to arrival on Site, effect and maintain adequate insurance cover for:
- a) Loss or damage resulting from any cause for the Supplier's plant, equipment, tools and materials for not less than replacement value;
 - b) Employers' Liability Insurance (Workers' Compensation) in compliance with the laws of Western Australia including Common Law Liability cover of not less than Fifty Million Dollars (\$50,000,000). Insurance shall cover against any liability, loss, damages, claim or proceeding of whatsoever nature including those arising from Statute or Common Law relating to workers' compensation or employers' liability insurance from any accident or injury (including illness) to or death of any person employed by the Supplier in connection with the work. These insurances shall be unlimited as to the number of claims and shall provide cover in respect of each claim an unlimited amount;
 - c) Third Party personal injury and property damage insurance in respect of all motor vehicles (including mobile plant and equipment required to be licensed in accordance with motor vehicle statutes) bought to Site by the Supplier, or on behalf of the Supplier whether owned or in the Supplier's legal or physical custody to an amount of not less than Ten Million Dollars (\$10,000,000) each accident or occurrence. In addition, the Contractor shall comply with all Statutory requirements concerning compulsory third party motor vehicle insurance;
 - d) Public Liability Insurance to cover death or injury (including illness) to any person arising out of performance of the work; and destruction to, loss, or damage of property arising out of performance of the work. These insurances shall be unlimited as to the number of claims and shall provide cover in respect of each claim an amount of not less than Ten Million Dollars (\$10,000,000);
 - e) Any other insurance, which is required by law for the time being in force in the State of Western Australia.

Initials Here:

Initials

Document ID:	Type:	Version:	Release Date:	Review Period:	Next Review:	Document Department:	Document Owner:	Page:
NVO-FIN-COM-FRM-0001	Form	2	26/10/2021	3 Years	26/10/2024	FIN	Commercial Manager	11

15.5 Endorsements and cross liabilities:

- a) The Supplier’s Public Liability Insurance shall:
 - i. Be endorsed to include the Purchaser, its officers, employees, and agents as co-insured’s and shall, with the exception of the limits of liability, operate as if there were a separate policy of insurance covering each party comprising the insured.
 - ii. Provide a waiver by insurers of all expressed or implied rights of subrogation against the Purchaser, its officers, employees, agents or parties comprising the insured; and
- b) The Supplier’s Employers’ Liability Insurance shall be endorsed to include a Principals Indemnity Clause in respect of both Section 175 (Act) and Common Law Benefits.

15.6 Acts, omissions, nondisclosure, or misrepresentations by any insured shall not affect or prejudice the insurance in regard to any other party.

16. INDEMNITY

16.1 To the extent of the Supplier’s negligence, the Supplier shall indemnify and keep indemnified the Purchaser, its directors, employees, agents and contractors (the “Indemnities”) from and against all losses, claims, liabilities and expenses arising out of injury or death to any person or damage to or destruction of any property of the Indemnities caused directly or indirectly out of performance of work under the Purchase Order by the Supplier, or the Supplier’s presence on or about the Site, except where the injury, death, damage, destruction or loss is the result of the negligence or actions of the Indemnities.

16.2 Neither Party shall be liable to the other Party for any indirect or consequential loss or damage suffered or incurred in connection with the performance of work under this Purchase Order.

17. PROTECTED RIGHTS

17.1 The Supplier warrants that it has investigated all specifications, including any furnished by the Purchaser, in connection with the Goods under this Purchase Order and based on such investigation has determined that performance of any work under this Purchase Order or use of the Goods, shall not infringe upon any patent, copyright, trademark, or protected right. The Supplier shall defend, indemnify and hold the Purchaser and its successors in interest harmless from and against any and all claims, demands, costs, legal expenses and liabilities arising out of any such infringement or claim of infringement. The Purchaser is relying on the Supplier’s experience, skill and superior knowledge with respect to the Goods and shall have no liability whatsoever for any such infringement.

17.2 In the event that the Purchaser and its successors in interest are prevented, due to infringement or alleged infringement, from selling, using, or operating the Goods in whole or part the Supplier must immediately, at its sole expense, take all reasonable steps to

Initials Here: Initials

Document ID:	Type:	Version:	Release Date:	Review Period:	Next Review:	Document Department:	Document Owner:	Page:
NVO-FIN-COM-FRM-0001	Form	2	26/10/2021	3 Years	26/10/2024	FIN	Commercial Manager	12

procure the rights to sell, or operate the Goods. If the Supplier is unable to procure the rights to sell or operate the Goods within a reasonable period of time, then the Supplier must either modify or replace the Goods such that they comply with the requirements of this Purchase Order to the Purchaser's satisfaction and avoid any patent, copyright, trademark, or protected right infringement. The Supplier must reimburse the Purchaser for any costs incurred by the Purchaser as a result of violation of any patent, copyright, trademark, or protected right.

17.3 The Supplier also acknowledges that all intellectual property belonging to the Purchaser, or other parties including designs, data, documents, information, electronic programs and code, electronic media, or other things provided to the Supplier by the Purchaser in connection with the Purchase Order may only be used by the Supplier for the purposes of fulfilling the Supplier's obligations under this Purchase Order, or otherwise with the express written consent from an approved representative of the Purchaser. Upon the completion or termination of this Purchase Order the Supplier must discontinue such use, without any right of compensation for such discontinuance.

18. CONFIDENTIALITY

18.1 The Supplier agrees, that as far as possible, it must keep confidential the award and terms of this Purchase Order. The Supplier agrees not to disclose for publicity, or any other reasons other than is essential for the performance of the work, any photographs, drawings, electronic data, materials, or other things given to it by the Purchaser without obtaining the prior written consent from an approved representative of the Purchaser and must return all such materials to the Purchaser upon completion of this Purchase Order.

18.2 Each party to this Purchase Order acknowledges and agrees that any Confidential Information disclosed or made available to it by or on behalf of another party is so disclosed and made available in confidence and is the disclosing party's trade secret and shall be and remain the disclosing party's sole and exclusive Confidential Information, and that the following provisions will apply and be binding upon it in respect to all Confidential Information disclosed to it by or on behalf of another party to this Purchase Order and in its possession from time to time.

18.3 The party receiving such Confidential Information will take all reasonable steps and otherwise use its best efforts to protect and preserve the confidential nature and continued secrecy of such Confidential Information, and in particular, will take all practical steps to ensure that the same is not disclosed to or obtained by persons except those personnel employed by the receiving party who are reasonably required to have access thereto, in order to enable the receiving party to exercise, avail and enjoy its rights under this Purchase Order.

18.4 The receiving party shall ensure that all such personnel becoming possessed of such Confidential Information do so in confidence and are bound not to make or permit any further disclosure thereof (save in confidence to other similarly bound personnel of the receiving party).

Initials Here: Initials

Document ID:	Type:	Version:	Release Date:	Review Period:	Next Review:	Document Department:	Document Owner:	Page:
NVO-FIN-COM-FRM-0001	Form	2	26/10/2021	3 Years	26/10/2024	FIN	Commercial Manager	13

19. ENGINEERING DATA

19.1 The Supplier must provide to the Purchaser, engineering and other data required by this Purchase Order within the time(s) specified. Any review or approval of the Supplier's drawings or engineering data for general conformance with this Purchase Order requirements shall not relieve the Supplier's responsibility for full compliance with design criteria and other Purchase Order requirements.

20. DOCUMENTATION SUBMISSIONS

- 20.1 The Supplier must provide to the Purchaser all drawings, manuals, documents, reports or data (whether in written or electronic form) required by this Purchase Order within the time(s) specified, or if no specific time is specified, upon Delivery of the Goods.
- 20.2 In the event that drawings, manuals, documents, reports or data (whether in written or electronic form) submitted by the Supplier are incomplete or otherwise fail to meet Purchase Order requirements, the Purchaser shall notify the Supplier of such deficiencies. If the Supplier fails to promptly correct such deficiencies, the Purchaser may make such corrections and any costs associated with making these corrections shall be to the Supplier's account.

21. INSTALLATION, ERECTION AND COMMISSIONING

- 21.1 The following conditions shall also apply if the Supplier provides work in connection with installation, erection, or commissioning of Goods on Site, or where the presence of the Supplier, its employees, subcontractors, or agents is implied by this Purchase Order.
- a) All works performed at Site by the Supplier must be performed with the highest regard for the safety of all personnel at the Site and must, as a minimum, conform to the Site's safety standards, access requirements, regulations and procedures which shall be made available by the Purchaser.
 - b) The Supplier its employees, subcontractors, or agents must comply with the Purchaser's safety, environmental, and Site regulations and with all reasonable directions given by Purchaser's authorised representatives. All works must be performed to the highest standards in a workmanlike manner.
 - c) The Supplier must supply all specialist labour, tools, equipment and materials necessary to complete the work and prior to commencing work on Site the Supplier must confirm the labour, equipment, materials and facilities to be provided by the Purchaser.
 - d) The Supplier must use its best endeavours not to interfere with or impede the progress of work by others on Site.
 - e) The Supplier must, at its expense, obtain the necessary licenses and permits applicable to the performance of the work and must comply with all applicable laws, regulations and local ordinances.
 - f) The Supplier must perform the works in such a manner as to minimise pollution in and about the Site. The Supplier shall at its own expense clean up any pollution caused by

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Document ID:	Type:	Version:	Release Date:	Review Period:	Next Review:	Document Department:	Document Owner:	Page:
NVO-FIN-COM-FRM-0001	Form	2	26/10/2021	3 Years	26/10/2024	FIN	Commercial Manager	14

- it or its employees, subcontractors and agents and shall indemnify and hold harmless the Purchaser, its directors, officers, employees and agents in that regard.
- g) The Supplier including its employees, subcontractors, or agents enters the Site at its own risk and shall be liable for and indemnify the Purchaser against any loss, damage, claims or liability arising out of the performance of the work or the Supplier's presence on Site including claims against the Purchaser whether or not alleging negligence on the part of the Purchaser.
 - h) If work or materials are found to be defective, unsuitable, or not in compliance with this Purchase Order by the Purchaser and the Supplier fails on Purchaser's request to promptly remedy the defect to the Purchaser's satisfaction, the Purchaser may remedy the defect at the Supplier's expense.

22. LAW APPLICABLE

- 22.1 This Purchase Order and rights and obligations of Purchaser and the Supplier shall be subject to and governed by the laws of the State of Western Australia. The Parties agree to submit to the jurisdiction of the courts of the State of Western Australia.

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Document ID:	Type:	Version:	Release Date:	Review Period:	Next Review:	Document Department:	Document Owner:	Page:
NVO-FIN-COM-FRM-0001	Form	2	26/10/2021	3 Years	26/10/2024	FIN	Commercial Manager	15