

**1. Definitions and Interpretation**

- (a) In the Contract, unless the context requires otherwise:  
**'BC Iron'** means BC Iron Limited.  
**'Confidential Information'** means any information that concerns the business, operations or affairs of BC Iron, or a Related Body Corporate of BC Iron, that is disclosed to, or otherwise acquired by, the Supplier at any time in connection with the Contract or the supply of the Goods, and which:  
 (i) is by its nature confidential;  
 (ii) is designated by BC Iron as confidential; or  
 (iii) the Supplier knows or ought to reasonably know is confidential, but does not include information which:  
 (iv) is or becomes public knowledge other than by a breach of the Contract or any other obligation of confidentiality;  
 (v) is in the possession of the Supplier without restriction in relation to disclosure on or before the date on which it is disclosed to, or acquired by, the Supplier; or  
 (vi) has been independently developed or acquired by the Supplier.  
**'Contract'** means the Purchase Order, these standard terms and conditions for the Purchase Order and any Schedules (including any annexures to any Schedules).  
**'Force Majeure'** means an event or cause beyond the reasonable control of the party claiming force majeure, not able to be overcome by the exercise of due care, proper precautions and the consideration of reasonable alternatives with the intention of avoiding the effects of the force majeure by that party, and which could not have been reasonably foreseen, excluding:  
 (i) strikes or industrial action of any kind (except for state-wide or national strikes or industrial action);  
 (ii) adverse weather of any kind (other than to the extent that such adverse weather prevents road access to a relevant Site for a continuous period of no less than 14 days); and  
 (iii) any event or cause to the extent to which the risk for such event or cause has expressly been reserved or allocated to the affected party under the Contract.  
**'Nullagine Iron Ore Joint Venture'** means the unincorporated mining joint venture formed in relation to the Nullagine Iron Ore Project located in Pilbara Western Australia.  
**'Nullagine Iron Ore Joint Venture Participants'** means the participants in the Nullagine Iron Ore Joint Venture from time to time.  
**'Government Agency'** means any government or governmental, semi-governmental, administrative, municipal, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.  
**'GST'** has the meaning given to that term in the GST Act.  
**'GST Act'** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).  
**'Intellectual Property Rights'** means any intellectual or industrial property rights (including a patent, copyright, trade mark, design, rights in confidential information, rights in relation to circuit layouts and similar rights, in each case whether or not registered) granted under any Laws anywhere in the world, but excluding any non-assignable moral rights and similar non-assignable personal rights of an author.  
**'Invoice'** means an invoice supplied under the Contract.  
**'Law'** means:  
 (i) the present or future requirements of any statute, regulation, order, rule, subordinate legislation, common law, equity or other document enforceable under any statute, regulation, rule or subordinate legislation, common law or equity; and  
 (ii) the lawful requirements, directions or instructions of any Government Agency.  
**'Liabilities'** or **'Liability'** means damages, claims, losses, liabilities, costs and expenses of any kind (including legal costs on a full recovery basis).  
**'Parties'** means BC Iron and the Supplier.  
**'Personnel'** means:  
 (i) in relation to the Supplier, any of its employees, agents and representatives, and any Sub-Contractors and any of the employees, agents and representatives of any Sub-Contractors, involved either directly or indirectly in the supply of the Goods; and  
 (ii) in relation to BC Iron or a Related Body Corporate of BC Iron, any of their respective past or present officers, employees, agents or representatives.  
**'Purchase Order'** means the purchase order issued by BC Iron to the Supplier in respect of the supply of the Goods, and includes any specifications or drawings that may be contained in it or annexed to it.  
**'Personal Property Securities Register'** means as defined in the Personal Property Securities Act 2009.  
**'Related Body Corporate'** has the meaning given to the term 'related body corporate' in the *Corporations Act 2001* (Cth).  
**'Sub-Contractor'** means any person engaged by the Supplier in accordance with Clause 14 to supply all or any part of the Goods on behalf of the Supplier.  
**'Taxes'** means all taxes, fees, levies, duties, imposts and charges imposed, assessed or related to (directly or indirectly) the Goods including income tax (including withholding for prescribed payments or group tax), payroll tax, statutory superannuation contributions and workers' compensation payments and contributions, sales tax, customs duty, excise tax, stamp duty and costs of any carbon tax or scheme to reduce emissions of greenhouse gases.
- (b) The following capitalised terms have the meaning given in the Purchase Order:
- Goods;
  - Date for Delivery;
  - Delivery Point;
  - Price;
  - Site; and

- Supplier.
- (c) If BC Iron has entered into the Contract as manager and agent for and on behalf of the Nullagine Iron Ore Joint Venture Participants then each Nullagine Iron Ore Joint Venture Participant (from time to time) is severally liable (and will not be, nor construed to be, either jointly or jointly and severally liable) to the extent of its respective interest in the Nullagine Iron Ore Joint Venture. BC Iron is only liable to the extent of its interest in the Nullagine Iron Ore Joint Venture.
- 2. Agreement to supply Goods**  
 The Supplier agrees to supply the Goods to BC Iron in accordance with the terms of the Contract and in consideration of the payment of the Price by BC Iron.
- 3. Packaging and marking**  
 (a) The Supplier is responsible, at its cost, for packing the Goods.  
 (b) The Supplier must ensure that the Goods are packaged adequately and safely and in accordance with all applicable Laws and safety requirements.  
 (c) Unless otherwise directed by BC Iron, the Goods must also be packed in a form consistent with best industry practices.  
 (d) Any Goods contained in packages must be adequately protected from potential damage caused by ingress of dust and moisture or during the normal course of long distance transport.  
 (e) Notwithstanding Clauses 3(c) and (d), packaging should be designed to facilitate inspection and repacking for on-forwarding and/or storage.  
 (f) All Goods, delivery notes and other relevant documents must be clearly marked with the number of the Purchase Order pursuant to which those Goods were ordered, the material number (where applicable) and the Delivery Point specified in the Purchase Order.  
 (g) Failure to comply with this Clause 3 entitles BC Iron to reject the Goods and return them to the Supplier, at the Supplier's expense.
- 4. Transport**  
 Unless BC Iron has agreed in writing to independently arrange for the transportation of the Goods to Site, the Supplier shall be responsible (at its cost) for transporting the Goods to, and unloading the Goods at, the Delivery Point. If BC Iron is transporting the Goods to Site, subject to the Supplier's obligations under Clause 3:  
 (a) The Supplier must make the Goods available for transportation by BC Iron.  
 (b) The Supplier must provide transportation and loading/unloading instructions for the safe transportation of the Goods.  
 (c) Transportation of the Goods by BC Iron under this Clause 4 will not constitute acceptance by BC Iron of the Goods.
- 5. Product information**  
 Prior to the delivery of any Goods, the Supplier must provide to BC Iron all safety information and other necessary or relevant data relating to BC Iron's use of the Goods, including material safety data sheets.
- 6. Despatch and delivery of Goods**  
 (a) The Supplier must despatch the Goods ordered under the Contract in a timely manner and deliver the Goods to the Delivery Point by the Date for Delivery.  
 (b) Without limiting Clause 6(a), if the Supplier is delayed or becomes aware of the likelihood of delay in its delivery of any Goods, the Supplier must as soon as possible after becoming aware of the delay or likelihood of delay notify BC Iron in writing of the circumstances resulting in the delay.  
 (c) Where a delay described in Clause 6(b) occurs or is likely to occur for any reason, BC Iron may in its absolute discretion by notice to the Supplier:  
 (i) cancel the Contract without Liability; and  
 (ii) acquire alternative supplies of the Goods from sources other than the Supplier.  
 (d) If BC Iron acts in accordance with Clause 6(c), the Supplier shall be liable, and must pay or reimburse BC Iron, for:  
 (i) any price difference which is incurred by BC Iron between the Goods that would have been acquired and the Goods that are actually acquired; and  
 (ii) transport costs incurred by BC Iron in respect of such alternative supplies, except to the extent that the reason for the inability to supply all or part of the Goods by the Date for Delivery was a direct result of:  
 (iii) any act or omission of BC Iron or a Related Body Corporate of BC Iron; or  
 (iv) an event of Force Majeure.  
 (e) If a delay described in Clause 6(b) occurs, the Supplier may request from BC Iron an extension of time for the Date for Delivery of the Goods. BC Iron will decide whether to grant the requested extension of time in its absolute discretion.  
 (f) The Supplier must provide copies of any manufacturer's or trade warranties associated with the Goods to BC Iron upon delivery to the Delivery Point and ensure that BC Iron has the benefit of these warranties.
- 7. Risk and title**  
 (a) Full unencumbered title to each Good will immediately pass to BC Iron coming upon the earlier of:  
 (i) BC Iron making payment to the Supplier for that Good (without prejudice to the right of rejection of the Good under Clause 8); and  
 (ii) the Good being delivered to the Delivery Point and inspected in accordance with Clause 8 and accepted by BC Iron.  
 (b) Risk in each Good will remain with the Supplier until its delivery to the Delivery Point and acceptance by BC Iron in accordance with Clause 8.  
 (c) The Supplier must not grant any other person a security interest in the Goods, and must not part with possession of the Goods, except by delivery to or at the direction of BC Iron.  
 (d) The Supplier consents to BC Iron registering its interest in the Goods on the Personal Property Securities Register. The Supplier must sign all documents and provide all information and assistance required to effect that registration. The Supplier waives the right to receive a verification statement in relation to any such registration.

**8. Inspection of Goods**

- (a) The Supplier must ensure that BC Iron has access to the Goods for inspection at all times (including during the manufacture of the Goods) and must provide all facilities necessary for the supervision, inspection and testing of all Goods at the Delivery Point or wherever the Goods are stored or in the course of manufacture.
- (b) Signed delivery documents will only mean confirmation of the number of packages or cartons delivered and will not constitute acceptance by BC Iron of the Goods.
- (c) BC Iron may reject the Goods if the Goods are defective or damaged or do not comply with the requirements of the Contract.
- (d) Without limiting any other provision of the Contract, BC Iron must inspect the Goods, within a reasonable time after delivery to the Delivery Point, and give notice to the Supplier whether or not BC Iron accepts or rejects the Goods.
- (e) BC Iron's rights to claim against the Supplier for Goods that do not comply with the Contract is not limited or precluded by acceptance of the Goods or by payment of any money to the Supplier.
- (f) BC Iron must promptly notify the Supplier of any defects in or damage to the Goods as soon as reasonably practicable after BC Iron becomes aware of any defects or damage.
- (g) Upon receipt of a notice from BC Iron of any defects in or damage to any Goods, each affected Good, item or part must be repaired or replaced as appropriate by the Supplier prior to the expiration of the time specified by BC Iron in the notice.
- (h) The Supplier shall bear all costs and expenses of the repair or replacement of the Goods under Clause 8(g), including the removal and transportation costs for the Goods from and back to BC Iron's premises, labour costs and the costs of replacing or providing new parts for the Goods.
- (i) If the Supplier fails to make the repair or replacement within the specified period under Clause 8(g), BC Iron may repair or replace the Goods at the Supplier's risk and cost. Any costs and expenses incurred by BC Iron will be recoverable from the Supplier as a debt due and payable.

**9. Price**

- (a) Subject to BC Iron's receipt and acceptance of the Goods in accordance with the Contract, BC Iron must pay the Price to the Supplier for the Goods.
- (b) The Price is deemed to include:
  - (i) any applicable Taxes (excluding GST); and
  - (ii) except to the extent otherwise expressly stated in the Contract, all expenses and costs incurred by the Supplier in relation to the supply of the Goods.

**10. Payment**

- (a) Unless BC Iron agrees otherwise, the Supplier must render an Invoice to BC Iron at the end of the month in which the Goods are delivered.
- (b) Subject to the other provisions of the Contract, and unless the parties agree otherwise in writing, BC Iron must pay to the Supplier the amount shown on an Invoice within 30 days after the month in which the Invoice was received by BC Iron.
- (c) Each invoice shall contain reasonable details of the Goods supplied and quote the Purchase Order number provided to the Supplier by BC Iron in respect of the Goods.
- (d) If BC Iron disputes all or any part of the invoice, BC Iron must pay the undisputed amount (if any) and notify the Supplier of the basis for disputing the balance in the time specified for payment of the invoice in clause 10(b).
- (e) The payment by BC Iron of any amount (whether in dispute or not) will not constitute acceptance of the Goods or admission of any liability or obligation to make that payment.

**11. Set-off**

BC Iron may deduct from moneys due to the Supplier any money due or payable or claimed to be due or payable from the Supplier to BC Iron under or for breach of the Contract or otherwise.

**12. GST**

- (a) Capitalised terms which have a defined meaning in the GST Act have that meaning in this Clause 12 except that Taxable Supply excludes the reference to Section 84-5 of the GST Act.
- (b) If GST is payable on a Taxable Supply made under the Contract, the amount of GST payable in respect of that supply must be paid as additional consideration at the same time as payment is required to be made under the Contract in respect of the Taxable Supply. This Clause 12 does not apply to the extent that the Consideration for the Taxable Supply is expressly agreed to be GST inclusive.
- (c) Any reference in the calculation of any amount payable under the Contract to a cost, expense or other Liability incurred by a party must exclude the amount of any Input Tax Credit entitlement in relation to that cost, expense or other Liability. A party will be assumed to have an entitlement to full Input Tax Credits unless it demonstrates otherwise prior to the date on which payment must be made.
- (d) No amount is payable by the Recipient under the Contract until the Recipient of the supply has received a Tax Invoice.

**13. Supplier's obligations**

- (a) The Supplier warrants that it and each of its Personnel (including its Sub-Contractors) shall act in a workmanlike, careful, safe and proper manner to supply the Goods in accordance with the requirements of the Contract.
- (b) The Supplier must, and must ensure that all its Personnel:
  - (i) at all times when on Site, act in accordance with BC Iron's policies and procedures and all applicable Laws relating to its obligations under the Contract and the delivery of the Goods;
  - (ii) at all times when on Site, comply with all reasonable directions of BC Iron (including in relation to health and safety, industrial relations and environmental matters);
  - (iii) obtain and maintain, at the Supplier's expense, all licences or permits necessary for the supply of the Goods under all applicable Laws;

- (iv) adhere to accepted safe working practices and take reasonable precautions against accident or damage occurring on or to any Site from any cause;
- (v) not harm or damage the environment in the course of delivering the Goods;
- (vi) immediately report to BC Iron and clean up at its own cost any damage to the environment caused by it or its Personnel, in connection with the supply of the Goods; and
- (vii) ensure the safe transportation, handling, storage and usage of all substances brought onto the Site in connection with the supply of the Goods.

- (c) If the Supplier gave BC Iron a sample of the Goods, the Goods must be of the same nature and quality as the sample given (unless agreed otherwise in writing).
- (d) Time is of the essence in the performance of the Supplier's obligations under the Contract.

**14. Assignment and sub-contracting by Supplier**

- (a) The Supplier must not assign all or any part of its rights or obligations under the Contract, or sub-contract all or any part of its obligations under the Contract (including the delivery of the Goods), without the prior written consent of BC Iron.
- (b) A Sub-Contractor (or person holding themselves out to be a Sub-Contractor) will be considered the agent and representative of the Supplier, as between the Supplier and BC Iron. The acts and omissions of each Sub-Contractor (or person holding themselves out to be a Sub-Contractor) and the Sub-Contractor's employees, agents and representatives will be deemed to be the acts and omissions of the Supplier, for which the Supplier is responsible under the Contract, and no sub-contracting or assignment will relieve the Supplier of its obligations under the Contract.

**15. Supplier's Warranties**

- (a) The Supplier represents and warrants to BC Iron that:
  - (i) it has good and marketable title to the Goods and the right to sell the Goods to BC Iron on the terms of the Contract;
  - (ii) BC Iron will receive good title to the Goods, free and clear of all interests including any lien, charge or encumbrance;
  - (iii) the Goods comply with all the requirements of the Contract and correspond in all respects with the specifications and the representations made by the Supplier;
  - (iv) BC Iron has the full benefit of any manufacturer's or trade warranties that may be applicable to the Goods or any part of the Goods and on delivery of the Goods the Supplier will assign the benefit of any such unexpired manufacturer's or trade warranties to BC Iron (including any warranties from any Sub-Contractors);
  - (v) the Goods are new (unless otherwise specified), of merchantable quality and free from any defects in materials, workmanship and design;
  - (vi) the Goods are fit for any purpose which BC Iron has made known to the Supplier and are also fit for the purpose for which Goods of a similar nature are commonly supplied or used;
  - (vii) the Goods comply with all Laws in force in the jurisdiction in which they are supplied; and
  - (viii) the use of Goods by BC Iron, including resale, will not infringe any third party Intellectual Property Rights.
- (b) The Supplier warrants to BC Iron and each Related Body Corporate of BC Iron that:
  - (i) it will comply with its obligations under the Contract; and
  - (ii) any indemnity given by the Supplier under the Contract is given in favour of BC Iron and each Related Body Corporate of BC Iron, in respect of any Liabilities suffered or incurred by them respectively.
- (c) BC Iron will hold the benefit of the warranty under Clause 15(b), and the indemnities referred to in Clause 15(b)(ii), in favour of each Related Body Corporate of BC Iron as trustee for the benefit of each Related Body Corporate of BC Iron.
- (d) The Contract does not exclude or in any way limit other warranties provided by Law in relation to the Goods.

**16. Supplier's insurance**

- (a) Unless BC Iron agrees otherwise in writing, the Supplier shall effect and maintain:
  - (i) property insurance covering its materials, plant and equipment (if any) for their full insurable value. The policy shall be extended to include the interest of BC Iron, if any;
  - (ii) motor vehicle third party liability insurance in respect of all motor vehicles belonging to or under the physical or legal care custody or control of the Supplier for an amount of not less than \$10,000,000. The Supplier shall, in addition, comply with all statutory requirements concerning the arrangement of compulsory motor vehicle third party liability insurance in respect of the ownership, possession, operation or use of motor vehicles;
  - (iii) transit (all risk) insurance covers transit, loading and unloading of Goods for their full insurable value;
  - (iv) workers' compensation and employer's liability insurance, endorsed to indemnify BC Iron as principal under the Contract; and
  - (v) public and product liability insurance for an amount of not less than \$10,000,000.
- (b) The Supplier shall ensure that each policy of insurance effected by it as required by Clause 16(a) shall contain provisions acceptable to BC Iron that will:

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- (i) except in relation to workers' compensation and employer's liability insurance:
    - (A) include cross liability clauses and shall require the insurer to accept the term 'insured' as applying to each of the persons comprising the insured as if a separate policy of insurance has been issued to each of them (subject always to the overall sum insured or limit of indemnity not being increased thereby);
    - (B) note the interest of BC Iron, its Related Bodies Corporate, and their respective directors, officers, employees, consultants or agents; and
    - (C) provide a waiver by insurers of all express or implied rights of subrogation against BC Iron, its Related Bodies Corporate, and their respective officers, employees, agents and representatives.
  - (ii) require the insurer, whenever the insurer gives to or serves upon the Supplier a notice of cancellation or any other notice under or in relation to the policy, at the same time to inform BC Iron in writing that the notice has been given to or served upon the Supplier; and
  - (iii) provide that a notice of the occurrence of an event out of which the particular insured giving the notice, alleges he has suffered or could suffer loss or damage or incur a liability shall be accepted by the insurer as a notice of the occurrence given by all the insureds.
- (c) Whenever required by BC Iron, the Supplier shall:
- (i) make available for inspection by BC Iron any policy of insurance required by this Clause 16 to be effected by the Supplier or its Sub-Contractors; and
  - (ii) produce certificates of currency or other evidence to the satisfaction of BC Iron of the insurance effected and maintained for the purpose of complying with its obligations under this Clause 16.
- (d) In the performance of its obligations under this Clause 16, the Supplier shall not be required to do any act or thing which may constitute a breach of an insurance policy.
- (e) If the Supplier fails to effect, or to keep in force, or to ensure that its Sub-Contractors effect or keep in force any of the insurances required by this Clause 16, BC Iron may effect the nominated insurance, refuse payment upon **any certificate** or withhold access to the Site.
- (f) Where the rights or obligations of the Supplier under the Contract are to be exercised or performed by a Sub-Contractor, the Supplier shall ensure that the Sub-Contractor effects insurance required under this Clause 16 as if it was the Supplier.
- (g) The effecting and keeping in force of insurance as required by the Contract shall not in any way limit the liabilities, responsibilities and obligations of the Supplier under other provisions of the Contract.

### 17. Indemnities and Liability

- (a) Subject to Clause 17(b), the Supplier must indemnify and keep indemnified BC Iron and each of BC Iron's Related Bodies Corporate against any Liabilities arising directly or indirectly from:
  - (i) any breach by the Supplier or the Supplier's Personnel of the Contract (including breach of any warranty);
  - (ii) any negligent, reckless or intentional act or omission of the Supplier or the Supplier's Personnel, including any such act or omission resulting in:
    - (A) damage to or loss or destruction of any property of BC Iron, BC Iron's Personnel or any third party; or
    - (B) personal injury, illness or death to any person;
  - (iii) breach of Law by the Supplier or the Supplier's Personnel;
  - (iv) any claim made by the Supplier or the Supplier's Personnel in respect of relevant legislation concerning income tax, workers' compensation, annual leave, long service leave, superannuation or any applicable award, determination or agreement of a competent industrial tribunal; and
  - (v) the receipt of the Goods, or BC Iron's possession, use or exploitation of any materials supplied, or Intellectual Property Rights assigned or licensed, by the Supplier to BC Iron under or in connection with the Contract infringing the rights (including Intellectual Property Rights) of any person, and all claims alleging such infringement.
- (b) The Supplier will not be liable under Clause 17(a) to the extent that the Liability was caused, or contributed to, by the negligent acts or omissions or wilful misconduct (as applicable) of BC Iron or any Related Body Corporate of BC Iron.
- (c) The Supplier acknowledges and agrees that if it enters onto a Site, it does so at the Supplier's own risk. The Supplier must ensure that its Personnel are also aware that they enter onto a Site at their own risk.
- (d) Without limiting this Clause 17, the Supplier accepts all Liability arising from a failure by it or any of its Personnel to take reasonable care.

### 18. Intellectual Property Rights

To the extent that any Intellectual Property Rights subsist in the Goods or in any part of them (including in any firmware or other software embedded within or supplied with the Goods), the Supplier grants BC Iron a non-exclusive royalty-free, irrevocable and perpetual licence to exercise those rights as required to use, maintain, re-sell or otherwise exploit the Goods, integrate the Goods with other products, or specify requirements for goods or services related to the Goods (and

to authorise BC Iron's Related Bodies Corporate to do so, and to authorise third parties to do so in connection with the provision of services to, or receipt of services from, BC Iron or any BC Iron Related Body Corporate). This licence is transferable to any of BC Iron's successors in title to the Goods.

### 19. Confidentiality

The Supplier must not, and must ensure that the Supplier's Personnel do not, without the prior written approval of BC Iron use Confidential Information for any purpose other than as necessary for the supply of the Goods under the Contract, or otherwise disclose any Confidential Information, other than to the extent such disclosure is expressly required by Law.

### 20. Force Majeure

- (a) If a party is prevented in whole or in part from carrying out its obligations under this Contract as a result of Force Majeure, it must promptly give a notice to the other party that specifies the obligations the party cannot perform and describes the event of Force Majeure.
- (b) Following the notice referred to above, and while the Force Majeure continues, the obligations which cannot be performed because of the Force Majeure will be suspended.
- (c) The party that is prevented from carrying out its obligations under the Contract as a result of Force Majeure must take all action reasonably practicable to mitigate any loss or damage suffered or incurred by a party as a result of its failure to carry out its obligations under this Contract, remedy the Force Majeure to the extent reasonably practicable and resume performance of its obligations as soon as reasonably possible (save that a party is not required to settle any state-wide or national strikes or state-wide or national industrial action against its will).

### 21. Termination

- (a) BC Iron may terminate the Contract at any time without cause on 24 hours written notice to the Supplier, and Clause 21(d) will apply.
- (b) In addition to BC Iron's rights under Clause 21(a), if the Supplier fails to provide the Goods in accordance with the Contract, or if the Supplier or its Personnel are negligent or engage in unlawful conduct or wilful misconduct, BC Iron may terminate the Contract in whole or in part immediately by written notice.
- (c) Upon receiving notice of termination, the Supplier will immediately cease providing the Goods and comply with BC Iron's directions including, without limitation, any direction to protect BC Iron's property in the Supplier's possession.
- (d) If BC Iron terminates the Contract under Clause 21(a) (but not otherwise), subject to BC Iron's other rights under the Contract (including rights to withhold or set-off payment and to recover damages), BC Iron will pay the Supplier for the Goods provided prior to the date of termination which have not been paid for, an amount representing the Price reduced pro rata by the value of the Goods which have not been provided by the date of termination. BC Iron will not be liable for any other Liability suffered by the Supplier as a consequence of or in connection with the Contract, the Goods or the termination.

### 22. Entire agreement

The Contract comprises the entire agreement between the parties and supersedes all prior contracts, arrangements, understandings or representations (if any) between the parties in respect of the Goods.

### 23. Other terms and conditions of no legal effect

To the extent that the Supplier's terms and conditions are supplied with or on the delivery of the Goods (including as printed on delivery or consignment notes or other documents), such terms and conditions will be of no legal effect and will not constitute part of the Contract for the supply of the Goods (notwithstanding the signing of any such document by a representative of BC Iron for any reason).

### 24. Relationship of parties

The relationship between BC Iron and the Supplier is a relationship of principal and independent contractor. Nothing in the Contract will be construed to create a relationship of employment, agency or partnership. The Supplier does not have any authority to contract with third parties on behalf of BC Iron or to otherwise bind BC Iron, without BC Iron's prior written agreement.

### 25. Assignment by BC Iron to Related Body Corporate

BC Iron may, without the consent of the Supplier, assign all or part of its rights and obligations under the Contract to any Related Body Corporate of BC Iron.

### 26. Dispute resolution

- (a) If any dispute, controversy or claim arises under the Contract, a party will provide written notice to the other of the matters in dispute and the parties will meet for the purpose of resolving the dispute within 21 days after the service of the notice provided under this Clause 26(a).
- (b) If the dispute is not resolved within 28 days after the service of the notice provided under Clause 26(a) and the parties cannot resolve the dispute then the Chief Executive Officers (CEO's from BC Iron and the Vendor will meet for the purpose of resolving the dispute. If the dispute is not resolved within 14 days after the CEO's meet then Clause 25 (c) will apply.
- (c) If the dispute is not resolved under 25 (a) or 25 (b) then either Party may submit the dispute to mediation administered by the Institute of Arbitrators and Mediators Australia, such mediation to be conducted in accordance with, and subject to, the Institute of Arbitrators and Mediators Australia Mediation and Conciliation Rules and the other Party must participate in the mediation. The mediator will be an independent person agreed by the parties or, failing agreement, a mediator will be appointed by the Present of the Institute of Arbitrators and Mediators Australia. Any mediation meetings and proceedings under this clause must be held at the Site or the capital city of the State in which the Site is located (at BC Iron's discretion).
- (d) Without otherwise limiting Clause 26(c), the parties may agree to

an alternative dispute resolution procedure at the meeting between the parties pursuant to Clause 26(a) or (b).

- (e) Neither party may commence litigation, other than urgent interlocutory relief, unless and until the procedures in Clauses 26(a) to (d) have been complied with.
- (f) The Vendor must continue to perform its obligations under the Contract notwithstanding the existence of any one or more dispute(s).

**27. Survival**

The provisions of Clauses 15, 17, 18, 19, 28 and 33 survive termination.

**28. Governing law and jurisdiction**

The Contract is governed and interpreted in accordance with the Laws in force from time to time in the State in which the Site is located and the parties unconditionally submit to the jurisdiction of the courts in that State.

**29. No waiver**

No waiver of or variation to the Contract will be binding on the parties unless in writing signed by the parties.

**30. Amendment**

The Contract will not be amended, modified, varied or supplemented except in writing signed by the parties.

**31. Rights cumulative**

Except to the extent that the contrary intention expressly appears, the rights and remedies of BC Iron provided in the Contract are cumulative and do not exclude any rights or remedies provided by any Laws.

**32. Discretion on consent**

Where the consent, approval or agreement of a party is required under the Contract, that consent, approval or agreement may be given conditionally or unconditionally, or withheld by that party in its absolute uncontrolled discretion, unless the Contract expressly provides otherwise.

**33. Severability**

Any provision in the Contract which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of the Contract or the validity or enforceability of that provision in any other jurisdiction.

**34. Costs and stamp duty**

Each party must bear its own costs arising out of the negotiation, preparation and execution of the Contract. All stamp duty that may be payable, including any related fines and penalties, in any relevant jurisdiction on, or in connection with, the Contract must be borne by the Supplier.