

Cyprium Metals Limited - Purchase Order Terms & Conditions

1. FORMATION OF CONTRACT

- 1.1 These Terms and Conditions apply to all Purchase Orders issued to a Supplier stated in the Purchase Order ("Supplier") by Cyprium Metals Limited ABN 48 002 678 640 or any of its subsidiary companies including Nifty Copper Pty Ltd ABN 19 074 636 and Marochydore Copper Pty Ltd ABN 65 103 844 471 ("Purchaser").
- 1.2 A contract is formed if the Purchaser provides a Purchase Order to the Supplier and the Supplier accepts it or commences performance of it. No terms or conditions sought to be imposed by the Supplier (e.g. terms in any Supplier tender, offer or proposal) will be incorporated unless accepted in writing by the Purchaser.

2. SUPPLY OF GOODS (IF APPLICABLE)

- 2.1 If Goods are being supplied under this Purchase Order, then the Supplier must:
- (a) ensure that the delivery notes clearly show the Purchaser's Purchase Order number and the Supplier's stock item code;
 - (b) supply unencumbered Goods in the quantity and of the quality set out in the Purchase Order;
 - (c) deliver the Goods to the delivery point on or before the delivery date specified in the Purchase Order;
 - (d) comply with the Purchaser's reasonable directions and delivery instructions;
 - (e) provide material safety data sheets if dangerous goods or hazardous substances are being delivered;
 - (f) provide test evidence for the Goods if required; and
 - (g) if indicated in the Purchase Order, install the Goods on or before the installation date.
- 2.2 The Purchaser may inspect the Goods to determine whether to accept the Goods.
- 2.3 Subject to clause 2.4, the Goods are deemed to be accepted unless the Purchaser notifies the Supplier within 7 days of receipt of the goods at the relevant Purchaser warehouse that it:
- (a) does not accept the Goods; and
 - (b) the reason for not accepting the Goods.
- 2.4 If the Goods are consumable products and the Goods are found to be defective when first used, the Purchaser may reject the Goods under clause 2.3.
- 2.5 If a Good is subsequently found to be defective then at the Purchaser's election:
- (a) the Supplier must replace (or repair if agreed by the Purchaser) the defective Good within 7 days (or such other time as is agreed); or
 - (b) the Supplier must refund the Price paid for the Good.
- 2.6 The Supplier bears the risk in the Goods until delivery to designated Purchaser location.
- 2.7 Title in the Goods will pass to the Purchaser upon the Purchaser's acceptance of the Goods.

3. SUPPLY OF SERVICES (IF APPLICABLE)

- 3.1 If Services are being supplied under this Purchase Order, then the Supplier must provide the Services in accordance with the Purchase Order.
- 3.2 If reports, data or other materials are to be delivered in the performance of the Services, the rights and title (including all intellectual property rights) vests in the Purchaser on their acceptance by the Purchaser.
- 3.3 If in the Purchaser's reasonable opinion, the Supplier has failed to satisfactorily perform the Services the Purchaser may elect to:
- (a) have the Supplier provide replacement Services within such reasonable time as the Principal may determine; or
 - (b) terminate the Purchase Order under clause 8.

4. SUPPLIER'S WARRANTIES

- 4.1 If Goods are being supplied under this Purchase Order, then the Supplier warrants that it has good and unencumbered title to the Goods and that the Goods:
- (a) conform to with any description applied and any sample provided by the Supplier;
 - (b) are new (unless otherwise specified);
 - (c) are free from defects in materials, manufacture, workmanship and installation;
 - (d) conform to any applicable Australian Standards or other standards nominated in the Purchase Order;
 - (e) are of merchantable quality and fit for their intended purpose;
 - (f) are installed correctly (if the Supplier is responsible for installation); and
 - (g) are manufactured and supplied without infringing any person's intellectual property rights.
- 4.2 The Supplier must ensure that the Purchaser receives the full benefit of any manufacturer's warranties in respect of the Goods.

- 4.3 If Services are being supplied pursuant to this Purchase Order, then the Supplier warrants that the Services will:

- (a) comply with the description of the Services in the Purchase Order;
- (b) be provided with due care and skill;
- (c) be provided in a timely and efficient manner;
- (d) be provided in accordance with the best practices current in the Supplier's industry;
- (e) be supplied without infringing any person's intellectual property rights;
- (f) be performed by the Supplier and/or the Supplier's personnel; and
- (g) be supplied in the most cost-effective manner consistent with the required level of quality and performance.

5. PRICE AND PAYMENT

- 5.1 The Price stated on the Purchase Order:
- (a) is firm and includes containers, packaging and all costs and charges to the point of delivery unless otherwise stated; and
 - (b) is in Australian dollars and inclusive of GST.
- 5.2 The Purchaser is not obliged to pay for the goods and/ or services unless the Supplier has provided a valid Tax Invoice in respect of that payment.
- 5.3 Terms of payment are 45 days from the end of the month in which a valid Tax Invoice is received by the Purchaser and the Goods delivered to Site or the Services completed.

6. CONFIDENTIAL INFORMATION

- 6.1 The Supplier must keep the Purchaser's information confidential and only use or disclose the confidential information to the extent necessary for the purpose of this Purchase Order.
- 6.2 This clause survives termination of the Purchase Order.

7. TERMINATION

- 7.1 The Purchaser may terminate this Purchase Order immediately upon giving notice in writing to the Supplier if:
- (a) the Supplier is in breach of this Purchase Order and has not rectified such breach within 14 days of the Purchaser giving notice in writing to the Supplier requiring the rectification of such breach; or
 - (b) the Supplier suffers or, in the reasonable opinion of the Purchaser, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.
- 7.2 The Purchaser may also terminate this Purchase Order for any reason by giving the Supplier 14 day's notice in writing. In such case, the Supplier must immediately cease performing the Purchase Order and minimise any further costs. The Purchaser shall pay the Supplier for work completed. The Purchaser will not be liable for any other loss or damage.
- 7.3 The Supplier may terminate this Purchase Order immediately upon giving written notice to the Purchaser if the Purchaser is in breach of this Purchase Order and has not rectified such breach within 14 days of the Supplier giving written notice to the Purchaser requiring the rectification of such breach.
- 7.4 Any termination of this Purchase Order by either Party does not affect any accrued right of either Party.

8. GENERAL

- 8.1 The Supplier must comply with the laws in force in the State of Western Australia in performing its obligations under this Purchase Order.
- 8.2 The Supplier and its personnel must complete inductions required by the Purchaser prior to the commencement of the Services, and also comply with all conditions required to enter the Purchaser's sites.
- 8.3 This Purchase Order is governed by the laws in the State of Western Australia and the courts of the State of Western Australia have exclusive jurisdiction in connection with this Purchase Order.
- 8.4 Subject to clause 8.5, these Terms and Conditions constitutes the entire agreement in respect of the matters dealt with in this Purchase Order and supersedes all prior agreements, understanding and negotiations.
- 8.5 If this Purchase Order is issued under a formal contract (e.g. standing offer), then the terms of that contract take priority over these terms and conditions.