

1. PROVISION OF GOODS AND SERVICES

- (a) The Supplier will supply the Goods and Services referred to in the Purchase Order on the terms and conditions set out in:
- (i) These Supplier HSE Terms and Conditions; and
 - (ii) The Purchase Order and any documents referred to therein,
 - (iii) In the event of any conflict between these Supplier HSE Terms and Conditions and the Purchase Order and documents referred to in the Purchase Order, the Purchase Order will take precedence.
- (b) The Supplier must, in providing the Goods and Services, use its best endeavours not to interfere with any of the Company's activities or the activities of any other person on the Company's sites or premises and ensure that (in connection with the provision of the Goods and Services) the Company's sites and premises are left secure, clean, orderly, and fit for immediate and intended use.
- (c) The Supplier must obtain and maintain (at their own expense) any authorisations, licences, permits or consents necessary for providing the Goods and Services.
- (d) The Supplier represents and warrants on a continuing basis that the Goods and Services will:
- (i) comply with any relevant legislation, standards, and industry best practices
 - (ii) conform to the description, data, drawings, plans, specifications, and performance or operation criteria (as applicable), and any samples which have been provided by or on behalf of the Supplier
 - (iii) be supplied with copies of all safety data sheets for dangerous and hazardous goods.
 - (iv) be free from any defect in design and workmanship
 - (v) be provided by appropriately qualified, competent, skilled, experienced, and professional personnel
 - (vi) be fit for the purpose stated in or otherwise reasonably inferred from this Agreement; and
 - (vii) not infringe or contribute to the infringement of any intellectual property rights.
- (e) Unless agreed otherwise, the Supplier must supply, at its own expense, all labour, plant, equipment, tools, appliances or other property and items the Supplier requires to fulfil its obligations under these T&C's.
- (f) Any plant, equipment, tools, appliances or other property and items that ADR provides to the Supplier are used at the Supplier's own risk and remain the property of ADR and must only be used for the purposes of fulfilling the Supplier's obligations under these T&C's.
- (g) Vendors personnel performing deliveries or visiting an ADR site must adhere to all ADR OHS/WHs rules and directives whilst on the ADR site

2. INSPECTION AND ACCEPTANCE

- (a) If ADR or any of its personnel signs a docket or other document required by the Supplier to acknowledge performance, acceptance or delivery of any Goods and Services, the Company will not thereby be taken to have accepted the Goods and Services as being in accordance with these T&C's (whether as to quality or quantity). This applies notwithstanding any terms and conditions appearing on any such docket or document.
- (b) If any Goods and Services delivered by the Supplier to ADR do not comply with these requirements ADR may:
- (i) reject the relevant Goods by returning them to the Supplier
 - (ii) reject the relevant Services by notifying the Supplier in writing; or
 - (iii) require the Supplier to repair, rectify or resupply the relevant Goods and Services at its cost (including the cost of transport).
- (c) The Supplier must refund, when requested, any payments made by ADR in respect of Defective Goods and Services which ADR rejects.
- (d) The Supplier must reimburse ADR for any expenses ADR incurs in returning or repairing Defective Goods and in rectifying Defective services.
- (e) If, at any time during a period of 12 months after delivery of the Goods or completion of the Services, ADR becomes aware of a defect, and ADR notifies the Supplier of such defect within that period, the Supplier must at its own cost immediately rectify the defect so that the relevant Goods and Services comply with these requirements.

3. TITLE AND RISK

- (a) Risk in the Goods passes to ADR when the Goods are delivered to the Delivery Point.
- (b) Title in the Goods passes to ADR on the earlier of risk passing to ADR and payment completed for the goods.
- (c) The Supplier warrants that immediately prior to delivery of the Goods, it has complete ownership of the Goods free of any Security Interest and will provide the Goods to ADR on that basis and the Company will be entitled to clear, complete, and quiet possession of the Goods.
- (d) The Supplier hereby waives any Security Interest it may have over the Goods which are delivered to the Company pursuant to this Agreement.

4. INSURANCE

- (a) The Supplier must take out and maintain the following insurance policies:
Public and products liability insurance with a minimum cover of \$20 million in relation to any one occurrence and unlimited as to the number of claims

5. LIABILITY AND INDEMNITIES

- (a) The Supplier and its Personnel enter the Company's sites and premises at the Supplier's own risk.
- (b) The Supplier is liable for and must indemnify ADR and keep it indemnified from and against any liability and any loss or damage of any kind whatsoever arising out of or in connection with any negligent act, negligent omission, or breach of these T&Cs by the Supplier, except to the extent that the liability, loss, or damage is caused by an act or omission of ADR.
- (c) The Supplier will indemnify ADR against all claims regarding wages or other employment-related benefits that may become due and payable to the Supplier's employees and the employees of its subcontractors and all claims of its subcontractors and contractors of goods, labour or services provided in connection with the performance of this Agreement.

6. SUPPLIER'S PERSONNEL

- (a) The Supplier must ensure that its Personnel comply with these T&C's as if they were parties to it and the Supplier is liable for any acts, omissions, and breaches of these T&Cs by its Personnel as if those acts, omissions, or breaches were those of the Supplier.

7. SUSPENSION AND TERMINATION

- (a) ADR may immediately stop trading with a Supplier if:
- (i) the Supplier becomes insolvent, bankrupt or is convicted of a criminal offence.
 - (ii) the Supplier breaches any obligation under these T&C's, which is unable to be remedied or, if it is able to be remedied, is not remedied within 14 days of ADR giving the Supplier notice to do so, or
 - (iii) in ADR's reasonable opinion, the Supplier or its Personnel have engaged in any unsafe work practices in connection with these T&C's.

8. MODERN SLAVERY

- (a) Supplier acknowledges that ADR is committed to respecting and supporting human rights nationally and internationally and is subject to the Modern Slavery Act 2018 (Cth) and other similar legislation.
- (b) Supplier warrants it will:
- (i) comply with all applicable laws, statutes, and regulations in force from time-to-time supporting human rights, including without limitation the Modern Slavery Act 2018 (Cth); and
 - (ii) take all reasonable steps to ensure that no breach of human rights occurs in the provision of services