

BHP Billiton
SA Ltd
Purchase Order Terms and Conditions

1. SUPPLY OF GOODS AND/OR SERVICES

- 1.1 In consideration of payment of the Price by the Company, the Supplier must supply to the Company the Goods and/or perform the Services in accordance with the Purchase Order (which includes these Purchase Order Terms and Conditions).
- 1.2 To the extent the Supplier's terms and conditions are supplied with the Goods or Services (including as printed on consignment notes or other documents), those terms and conditions will be of no legal effect and will not constitute part of this Purchase Order (even if any representative of the Company signs those terms and conditions or annexes the terms and conditions to this Purchase Order).
- 1.3 Where this Purchase Order relates to Goods and/or Services the subject of a contract between the Supplier and the Company, the terms of that contract apply to the extent of any inconsistency with these Purchase Order Terms and Conditions.
- 1.4 The Supplier must, in supplying the Goods or performing the Services:
- a) not interfere with the Company's activities or the activities of any other person at the Delivery Address;
 - b) be aware of and comply with and ensure that the Supplier's employees, agents and contractors are aware of and comply with:
 - i. all Site Standards and Procedures, to the extent that they are applicable to the supply of the Goods or the performance of the Services by the Supplier; and
 - ii. all lawful directions and orders given by the Company's representative or any person authorised by Law to give directions to the Supplier;
 - c) comply with all applicable Laws including all Applicable Anti-corruption Laws, and must not give, receive, or agree to accept, any payment, gift or other advantage which violates an Applicable Anti-corruption Law.
 - d) ensure that the Supplier's employees, agents and contractors entering the Company's premises perform in a safe manner and are properly qualified for, and skilled in, the performance of their tasks and are of such character as not to prejudice:
 - i. safe working practices;
 - ii. safety and care of property; and
 - iii. continuity of work;

Purchase Order Terms and Conditions

- e) provide all such information and assistance as the Company reasonably requires in connection with any statutory or HSEC investigation in connection with the supply of the Goods or the performance of the Services;
- f) on request by the Company, provide to the Company and its employees, agents and consultants any information and assistance required to identify, evaluate, implement and report on any matter required by Law, including:
 - i. producing written reports;
 - ii. recommending efficiency opportunities;
 - iii. collecting data; and
 - iv. monitoring or metering,

in respect of any thing used, produced or created in connection with the performance of the Supplier's obligations under this Contract.

2. DELIVERY

- 2.1 The Supplier must deliver the Goods to the Delivery Address by the Delivery Date.
- 2.2 The Supplier must ensure that the Goods are suitably packed to avoid damage in transit or in storage.
- 2.3 Packages must be marked with the Purchase Order number, item number, destination, contents, quantity, date and method of dispatch and weight of each package.

3. TIME FOR PERFORMANCE

- 3.1 The Supplier must perform the Services by the date specified in the Purchase Order.

4. TITLE AND RISK

- 4.1 Title in the Goods passes to the Company upon payment of the Price.
- 4.2 Risk in the Goods passes to the Company when the Goods are delivered to the Delivery Address.

5. PRICE

- 5.1 The Company must pay the Supplier the Price for the Goods and/or Services.
- 5.2 The Price is inclusive of all costs incurred by the Supplier in the supply of the Goods and/or performance of the Services including all charges for packing, insurance and delivery of the goods and the cost of any items used or supplied in the performance of the Services.
- 5.3 The Price is inclusive of all Taxes, but excluding any applicable Consumption Tax.

6. TAXES GENERALLY

- 6.1 Subject clause 6.3 the Supplier must pay all Taxes to the relevant Authority. If the Supplier pays any Taxes on behalf of the Company, the Supplier must provide the Company with documentary evidence of the payment of those Taxes.
- 6.2 Without limiting clause 6.1, the Supplier will be solely liable for income tax imposed on the Supplier in respect of income derived by the Supplier from the supply of the Goods and/or the performance of the Service.

Purchase Order Terms and Conditions

6.3 Where the Company believes it is required by Law to withhold or deduct any Withholding Amount from any payment due to the Supplier, the Supplier:

6.3.1 authorises the Company to withhold or deduct the Withholding Amount; and

6.3.2 acknowledges and agrees that when the Company pays the Withholding Amount to the relevant Authority, the Company is deemed to have paid an amount equal to the Withholding Amount to the Supplier,

and when the Company withholds or deducts that amount from any payment due to the Supplier, the Company must give the Supplier written notice of the Withholding Amount.

7. CONSUMPTION TAX

7.1 The Parties agree that:

- a) with any payment of amounts payable under or in connection with this Purchase Order, including without limitation, by way of indemnity, reimbursement or otherwise, the Party paying the amount must also pay any Consumption Tax in respect of the taxable supply to which the amount relates;
- b) the Party receiving the payment will provide a tax invoice in accordance with the requirements set out in clause 8.1; and
- c) the payment of any amount referred to in paragraph (a) which is a reimbursement or indemnification of a cost, expense, loss or liability will exclude any part of the amount for which the other Party can claim an input tax credit.

8. TIME FOR AND FORMAT OF PAYMENT CLAIMS

8.1 Upon delivery of the Goods and/or completion of the Services, the Supplier must provide to the Company a Supplier Reference Document, and an invoice in a form that meets all the requirements of a valid invoice for Consumption Tax purposes in a relevant jurisdiction, which must as a minimum set out:

- a) a reference to this Purchase Order and the relevant Contract (if any) including the line item numbers on the Purchase Order and the Contract number;
- b) a detailed description of the delivered Goods or performed Services, including the date of delivery and/or period of Services in respect of which the invoice relates and the relevant quantity;
- c) an individual reference number for the Company to quote with remittance of payment;
- d) the Price relating to the Goods and/or Services, broken down to reflect the same Price components on the Purchase Order;
- e) the amount of any applicable Consumption Tax;
- f) Company operation and Site; and
- g) Company contact name.

8.2 The Company may request any additional information from the Supplier in respect of the Supplier Reference Document and invoice including all relevant records to calculate and verify the amount set out in any Supplier Reference Document or any invoice.

8.3 The Company is not obliged to approve a Supplier Reference Document or any invoice submitted in accordance with clause 8.1, and may withhold approval and/or money due to the Supplier under this Contract if the Goods or Services (or any part of them) are Defective.

Purchase Order Terms and Conditions

- 8.4 Subject to clause 8.3, the Company will pay all invoices that comply with clause 8.1 within 30 days of their generation or receipt (as the case may be), except where the Company disputes the Supplier Reference Document or invoice, in which case:
- a) the Company may withhold payment pending resolution of the dispute; and
 - b) if the resolution of the dispute determines that the Company must pay an amount to the Supplier, the Company must pay that amount upon resolution of that dispute.
- 8.5 The Company may reduce any payment due to the Supplier under this Contract by any amount which the Supplier must pay the Company, including costs, charges, damages and expenses and any debts owed by the Supplier to the Company on any account whatsoever. This does not limit the Company's right to recover those amounts in other ways.

9. QUALITY

- 9.1 The Goods and/or Services must match the description referred to in the Purchase Order.
- 9.2 If the Supplier gave the Company a sample of the Goods or a demonstration of the Services, the Goods and/or Services must be of the same nature and quality as the sample or demonstration given.
- 9.3 The Goods and/or Services must be fit for the purpose for which goods and/or services of the same kind are commonly supplied or bought and for any other purpose the Company specifies.
- 9.4 The Goods must be of merchantable quality and, unless otherwise specified in the Purchase Order, must be new.

10. WARRANTY PERIOD

- 10.1 If, during the Warranty Period, any of the Goods or Services are found to be Defective, the Company may:
- a) return the Defective Goods to the Supplier;
 - b) reject the Defective Services ;
 - c) repair or make good the Defective Goods; or
 - d) re-perform or make good the Defective Services.
- 10.2 The Supplier must:
- a) repair or replace the Defective Goods;
 - b) re-perform or make good the Defective Services; or
 - c) reimburse the Company for any expenses incurred in repairing, re-performing or making good (as the case may be) any Defective Goods or Services,
at the Supplier's cost, if requested to do so by the Company.

Purchase Order Terms and Conditions

11. DEFINITIONS

Applicable Anti-corruption Laws means any anti-corruption Laws that are applicable to the Company, the Supplier and/or this Purchase Order or related Contract, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act

Authority means any national, state, provincial, regional, territorial, local or municipal government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, legislative, judicial or administrative body.

Company means the BHP Billiton entity named in the Purchaser Order.

Consumption Tax means value-added tax, goods & services tax or any similar tax that allows input credits to be claimed in respect of certain acquisitions of goods or services.

Defective means Goods and/or Services (or any aspect of them) which are not in accordance with the Purchase Order or which are damaged, deficient, faulty, inadequate or incomplete.

Delivery Address means the place for delivery specified on the Purchase Order.

Delivery Date means the delivery date specified on the Purchase Order.

Goods means the goods, if any, described on the Purchase Order.

HSEC means health, safety, environment and community.

Law means:

- a) legislation including regulations, by-laws, orders, awards and proclamations with which a Party is legally required to comply;
- b) common law and equity (if applicable); and
- c) Authority requirements, guidelines, consents, certificates, licences, permits and approvals (including conditions in respect of those consents, certificates, licences, permits and approvals) with which a Party is legally required to comply.

Purchase Order means the purchase order for Goods and/or Services issued by the Company to the Supplier from time to time containing, amongst other things, a description of the Goods and/or Services.

Price means the price set out in the Purchase Order which is exclusive of any Consumption Tax, but is inclusive of all other costs and charges.

Services means the services, if any, described on the Purchase Order.

Site Standards and Procedures means:

- a) BHP Billiton Sustainability Policy and Management Standards;
- b) BHP Billiton Guide to Business Conduct;
- c) BHP Billiton Fatal Risk Control Protocols, and

any other guidelines, rules, requirements or Site specific conditions which the Company makes available to the Supplier from time to time.

Supplier means the party identified as such or addressed in the Purchase Order.

Supplier Reference Document means a delivery document, dispatch note, time sheet, claim form or such other document which evidences the delivery of Goods or performance of Services.

Taxes:

- a) includes all taxes, fees, levies, duties and charges imposed or assessed in respect of this Contract by all Authorities including income tax, payroll tax, statutory pension or superannuation contributions and workers' compensation payments and contributions, sales tax, customs duty, excise, and stamp duty; but
- b) does not include Consumption Tax.

Warranty Period means the period of 24 months commencing on the date of delivery of the Goods and/or 12 months from the date on which the Service is performed.

Withholding Amount means the amount that the Company is required by law to withhold or deduct with respect to or which relates to any Tax (other than Consumption Tax).