

# DORAY



**MINERALS LIMITED**

## GENERAL TERMS AND CONDITIONS OF CONTRACT FOR SUPPLY

This is the contract under which (subject to any variation agreed in writing) the Supplier supplies goods and/or services to Doray Minerals Limited ACN 138 978 631 or any of its nominated subsidiaries (Principal)

1. In these conditions:
  - a. **Approvals** means any certificate, licence, consent, permit, approval or requirements of Law or of any government agency, department or authority.
  - b. **Conditions** means these conditions of purchase, which form the contract between the Principal and the Supplier for the supply of the Goods.
  - c. **Defect** means a defect, error or omission in the Goods.
  - d. **Defects Liability Period** means the period commencing from the date of acceptance of the Goods by the Principal and expiring after a period of 12 months from that date.
  - e. **EFT** means electronic funds transfer.
  - f. **Force Majeure** includes an act of God, war, industrial dispute, strike, which shall reasonably be held to be beyond the control of the Supplier.
  - g. **Goods** means (as the context permits) the products and/or services described in the Order.
  - h. **GST** has the meaning given in the GST Act.
  - i. **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
  - j. **Laws** means any act, ordinance, regulation, by-law, award or proclamation.
  - k. **Order** means an order for Goods:
    - i. made by a representative of the Principal to the Supplier; and
    - ii. accepted by a representative of the Supplier.
  - l. **Price** means the price for the Goods (including delivery and installation, as required) agreed between the Principal and the Supplier, being:
    - i. the price specified in the Order; or
    - ii. if no price is specified in the Order, then the price set out in the most recent schedule of prices and rates, agreed between the Principal and the Supplier.
  - m. **Supplier** means the person or company to whom the Order is directed and who will supply, deliver and install, as may be required, the Goods to the Principal.
  - n. **Tax Invoice** has the meaning in the GST Act.
2. The Supplier agrees that:
  - a. the Order is an offer by the Principal to the Supplier to purchase the Goods in accordance with the specifications in the Order; and  
the Supplier accepts the Order for Goods from the Principal subject to these Conditions.
  - b. it must supply, deliver and install, as required, the Goods to the Principal:
    - i. in accordance with the description;
    - ii. in the quantity;
    - iii. at the Price;
    - iv. by the delivery date (which time is of the essence);
    - v. in a fit and proper condition, as described in the Order.
3. If the Supplier has supplied the Goods in accordance with the Order and after inspection, the Principal has accepted the Goods, the Principal will pay the Supplier the Price by EFT by the end of the month following the month in which the Principal receives a valid Tax Invoice which accurately reflects the terms of the Order to the satisfaction of the Principal.
4. The Price for all Goods supplied, delivered and installed, as may be required, under the Order, is inclusive of GST unless otherwise stated.
5. Title to, and risk in the Goods will pass to the Principal upon acceptance of the Goods by the Principal. The Supplier acknowledges and agrees that title in the Goods must be free of any encumbrances.
6. The Supplier warrants that all:

- a. Goods will be supplied to the Principal in accordance with specification and free from defects in material and workmanship;
  - b. services supplied as part of the supply of the Goods, will be performed with due care and skill and in a professional, competent and diligent manner in accordance with appropriate industry standards and best practice.
7. To the fullest extent permitted by law, the Supplier indemnifies the Principal from and against any loss, damage, claim, demand, cost, injury, liability or expense the Principal may sustain or incur in relation to (whether directly or indirectly):
- a. any breach of these Conditions by the Supplier;
  - b. any breach of warranty (express or implied) in respect of the Goods; or
  - c. any act or omission of the Supplier in relation to the supply of the Goods to the Principal.
8. The Supplier must effect and maintain until the Order is completed, the following insurance policies with reputable insurers in respect of its obligations in supplying the Goods:
- a. public and products liability insurance with a minimum cover of \$20,000,000 in respect of any one occurrence;
  - b. all insurances required by applicable Laws, including workers compensation insurance with an extension for common law liability;
  - c. insurance covering the Goods up to acceptance by the Principal.
  - d. motor vehicle third party cover for a minimum cover of \$20,000,000;
  - e. transit insurance as may be relevant to the supply of the Goods.
- Upon request, the Supplier will make available to the Principal certificates of currency of the insurances required to be effected under this condition.
9. The Principal may, by giving 7 days notice in writing to the Supplier, cancel any Order or terminate any contract pursuant to these Conditions where:
- a. the Supplier breaches these Conditions and where the breach is capable of being remedied, fails to remedy such breach within 14 days after receiving notice from the Principal requiring such breach to be remedied;
  - b. a Force Majeure situation has existed for a period greater than 21 days;
  - c. the Supplier breaches these Conditions and the breach is not capable of being remedied;
  - d. the Supplier or any of its Personnel engaged in carrying out the Order is guilty of serious misconduct or willful neglect, and the Supplier shall have no claim whatsoever against the Principal.
10. The Supplier must ensure that it obtains all relevant Approvals for the supply of the Goods to the Principal.
11. The Supplier, its employees, agents and subcontractors must, in supplying the Goods, be aware of and comply with all applicable Laws and the conditions of any necessary Approvals.
12. At any time during the Defects Liability Period, the Principal may direct the Supplier to promptly rectify any Defects. All remedial work will be subject to a separate defect liability period of 12 months commencing from the date of completion of the remedial work, to the satisfaction of the Principal. Nothing in this condition prejudices any other right that the Principal may have against the Supplier.
13. In the event of an interruption to the supply of Goods that the Supplier attributes to Force Majeure, the Supplier must advise the Principal immediately of the circumstances, likely duration and impact. The Supplier must take all steps to mitigate the impact upon performance of the Order. Subject to the Principal's rights under condition 9, the parties shall then agree on appropriate action.
14. The Supplier is an independent contractor of the Principal.
15. These Conditions, and the contract made pursuant to them on acceptance of the Order by the Supplier, are governed by the laws of Western Australia.