



## STANDARD TERMS AND CONDITIONS - PAPUAN OIL SEARCH LIMITED & OIL SEARCH (PNG) LTD

### GENERAL PROVISIONS

- 1. ENTIRE AGREEMENT**
  - 1.1 The entire Agreement (this **Agreement**) between the Parties identified on the Purchase Order (**PO**) raised by the Company, comprises the PO, these Terms and Conditions (also referred to as provisions), any attachments or additional information incorporated into the PO by the Company at the time of issuing the PO to the Supplier, and replaces any and all previous representations or proposals communicated between the Parties which are not contained in this Agreement.
- 2. ACCEPTANCE**
  - 2.1 The Company seeks the provision of Goods and, or, the Services performed by the Supplier and the Supplier agrees to provide the Goods and, or, Services to the Company in accordance with the Agreement. By commencing the supply of Goods and, or, provision of Services and due to the reference to these Terms and Conditions embedded in the PO, the Supplier acknowledges and agrees to provision 1 (Entire Agreement) and that the value indicated on the PO for the provision of Goods and, or, Services constitutes valuable consideration.
- 3. GOVERNING AND APPLICABLE LAW**
  - 3.1 This Agreement is governed by and will be construed in accordance with the laws in force in the State of New South Wales in Australia at the date of the PO.
  - 3.2 The applicable law for the quality, performance and suitability of the supply of Goods or provision of Services will be at the location at which the Goods and, or, Services are delivered or provided.
- 4. DEFINITIONS**
  - 4.1 “**Company**” means the purchasing entity identified on the PO and which receives the Goods or Services from the Supplier.
  - 4.2 “**Goods**” means those items defined or described in the PO which are not persons or performed by persons.
  - 4.3 “**Goods delivery point**” means that location or site to which the Goods will be or are delivered.
  - 4.4 “**Good Industry Practice**” means the practice that would be reasonably and ordinarily exercised by a skilled and experienced person operating in the domain of the provision of the same, or the similar, Goods and, or, Services.
  - 4.5 “**Goods and Services Tax or (GST)**” means that tax which is separately and distinctly applied to the monetary values stated on the PO and which is not Tax, and which is further defined in the Specific Provisions of these Terms and Conditions.
  - 4.6 “**Services**” means those items defined or described on the PO which are not Goods, but which may be or are necessary for the supply of Goods and, or, the provision of activities to the Company as described in the PO.
  - 4.7 “**Specific Provisions**” means those provisions of this Agreement which are in addition to the general provisions if and when the Goods are supplied and, or, Services are provided in, to or for a specific location.
  - 4.8 “**Supplier**” means the supplying or providing entity identified on the PO that provides the Goods and, or, Services to the Company.
  - 4.9 “**Tax**” means that fee, charge or other compulsory contribution to the government where the Supplier is domiciled (and its superior governmental systems) for inputs to the supply of Goods and provision of Services under this Agreement including but not limited to business profits, payroll tax, sales and sales transaction tax and workers' income tax.
- 5. TERM**
  - 5.1 This Agreement will continue in full force and effect until the expiry or termination of the Agreement occurs in accordance with the Terms and Conditions of this Agreement.
- 6. CONFIDENTIALITY**
  - 6.1 Except as provided below, all information provided by the Company to the seller, in connection with this Agreement, including, but not limited to any information with respect to the Company's operations is confidential, and the Supplier will not disclose such information to any third party without the prior written consent of the Company. All such information remains the property of the company. The obligations contained in this provision are continuing and survive the completion or termination of this Agreement.
  - 6.2 The Supplier shall not make any announcement concerning the Goods and, or, Services, the terms on which those Goods and, or, Services are supplied, or the Company's operations without the prior written approval of the Company. The obligations contained in this provision do not apply to information which is in the public domain at the time it is disclosed other than as a consequence of the information having been disclosed by the Supplier. No documents provided by the Company in connection with the Goods and, or, Services may be copied by the Supplier or used for any purpose other than the supply of the Goods and, or, Services without the prior written approval of the Company.
  - 6.3 the Supplier grants to the Company a royalty free irrevocable licence to use in all countries any invention developed by any member of the Supplier group as a result of supplying the Goods and, or, Services. The licence includes the right to make, use and sell throughout the world any substance produced or during the operation of the invention.
- 7. RELATIONSHIP OF THE PARTIES**
  - 7.1 The Supplier provides the Goods and, or, Services to the Company as an independent Supplier and is not a representative, employee, agent, officer or partner of the Company for any purpose whatsoever and has no authority to bind the Company to any third party in any way.
- 8. CHANGE OF LAW**
  - 8.1 Despite any other provision of this Agreement, in the event of any change, amendment, modification and, or, adoption to the law, its application or interpretation or thereof, the Company may in its absolute discretion terminate this Agreement for its own convenience, or find and employ an alternative means to achieve the same or substantially same result with the Supplier if the performance of any provision of the Agreement becomes impracticable or impossible as a result of such change of law.
- 9. TAXES**
  - 9.1 The Supplier is responsible for the collection, payment and remittance of all applicable taxes in the jurisdiction that the Supplier operates and as further defined and described in this Agreement.
  - 9.2 Fees and Price inclusive of Tax  
Subject to the Specific Provisions regarding GST or other tax defined and described elsewhere in this Agreement, the Supplier is solely liable for:
    - a) the payment of all taxes to the relevant tax authority;



- b) the costs of complying with all regulatory requirements relating to tax; and
- c) any penalties and interest on the above,

which arise in connection with, or apply to, the Goods or Services or any portion of the Goods or Services, the Supplier's business, the Supplier's obligations in the Agreement or any payments made under this Agreement.

9.3 The location-specific tax status is stated on the PO.

9.4 Right to Withhold

If the Company is required, in its reasonable opinion, to withhold any amount in respect of tax from a payment to be made to the Supplier under this Agreement, it is entitled to do so and such withholding and payment to the relevant location-specific tax authority will be a good discharge of the Company obligation to pay the relevant amount to the Supplier.

## 10. CUSTOMS DUTY

10.1 At its own cost, the Supplier must use all reasonable endeavours, through available customs duty concessions (including tariff concessions and free trade agreements), to minimise customs duty liabilities incurred in respect of any Goods and, or, Services.

10.2 The Company may, in its absolute discretion, apply for a customs duty concession for any Goods and, or, Services imported into the location where the Goods are to be supplied to the Company by the Supplier under this Agreement. The Supplier must fully cooperate with the Company in seeking customs duty concessions by providing:

- a) all information Company requests within the timeframes Company requires; and
- b) any other assistance Company requests.

10.3 If any customs duty forms part of any direct or indirect charge (including fees or prices stated on the PO) or expense to be paid by the Company under this Agreement, the Supplier must pay Company an amount equal to the benefit of any customs duty saving available to the Supplier as a result of the Supplier's action, the Company's action or a third-party's action within thirty (30) days of receiving any such benefit.

10.4 On request by the Company, the Supplier must provide evidence (including calculations) of the passing on of this benefit to Company.

## 11. DELIVERY, PERFORMANCE, QUALITY AND APPROVAL

11.1 The Supplier must supply the Goods or provide the Services, as defined and described in the PO, and in accordance with the directions of the Company Representative and:

- a) efficiently, diligently and with due care and skill; and
- b) in accordance with all statutory requirements, codes of practice and the professional and ethical standards customary in the relevant industry and in accordance with Good Industry Practice

## 12. SUPPLIER WARRANTIES AND REPRESENTATIONS

12.1 Without limiting any other warranty or obligation under this Agreement, the Supplier represents and warrants to the Company as follows in relation to the Goods and, or, Services and each part of the Goods and, or, Services:

- a) the Goods shall be manufactured, procured and otherwise made and the Services shall be performed, and any Goods shall be selected, provided, used or installed to the standard of care, skill and diligence that would normally be expected of a reputable and

competent organisation providing goods and services similar to those defined and described on or in the PO;

- b) the Supplier Personnel are skilled, trained, qualified and competent to provide the Goods and to perform the Services and that they will provide the Goods and perform the Services in accordance with Good Industry Practice as defined elsewhere in this Agreement in a competent, skilled and efficient manner;

- c) the Supplier possesses the proper equipment, technical competence, financial capability, management skills and know-how for the provision of the Goods and, or, Services using the Supplier Personnel as well as for the performance of Supplier's obligations contained in these Terms and Conditions;

- d) the Goods and Services shall comply with all relevant statutes, regulations, by-laws and Codes (including, without limitation, all relevant safety and inspections laws) and with Good Industry Practice.

12.2 For the avoidance of doubt, the Supplier activities, duties, obligations and tasks are not complete until all and any obligations are discharged to the satisfaction of the Company, including the defects correction obligations of this Agreement.

## 13. REPRESENTATIVES

13.1 The Company Representative is authorised to instruct, direct and otherwise communicate with the Supplier for the purposes of the Agreement and the Supplier must appoint a suitably qualified, experienced, diligent and competent person to act for and on behalf of the Supplier for the purposes of the Agreement.

Company Representative

13.2 Except as expressly stated in this Agreement, the Company Representative has no power to relieve the Supplier from any of its obligations under this Agreement.

13.3 By notice to the Supplier, the Company Representative may at any time delegate any of their authority to any nominated deputy. Such notice must state the precise authority of such deputy and must be sent to the Supplier Representatives.

13.4 The Company may change the Company Representative at any time and will promptly notify the Supplier of any change.

13.5 Any approval by the Company Representative in relation to Goods and, or, Services does not constitute satisfaction to the Company nor relieve the Supplier of any or all of its obligations under this Agreement.

13.6 Supplier Representative

The Supplier Representative will be in direct charge of the Goods and, or, Services and empowered to act for and bind the Supplier in all matters relating to the Supplier's performance of the Goods and, or, Services

13.7 An instruction given by the Company Representative to the Supplier Representative will be deemed to be given to the Supplier.

## 14. INDEMNITY

14.1 Except to the extent that the Supplier is negligent, or commits an act of fraud or wilful misconduct, in which case the Company is entitled to take action against the Supplier in a court of competent jurisdiction and to withhold payment from the Supplier and to audit the Supplier's records:

- a) the Supplier indemnifies the Company against any loss, liability, costs or expense (including legal costs and third-party claims against the Company) incurred by the Company arising directly or indirectly from



death or personal injury resulting from the Supplier's breach of the Agreement; and

- b) the Company indemnifies the Supplier against any loss, liability, costs or expense (including legal costs and third-party claims against the Supplier) incurred by the Supplier arising directly or indirectly from death or personal injury resulting from the Company's breach of the Agreement.

## 15. LIMITATION OF LIABILITY

15.1 Despite any other provision in this Agreement, unless an insurance policy provides otherwise, the maximum cumulative liability of the Supplier to the Company for all losses, damages, liabilities and claims incurred by the Company whatsoever and howsoever arising, irrespective of cause, excludes any liabilities, claims, losses or demands in respect of all death or per injury arising out of or in connection with the person, duties and obligations under this Agreement. The negligence or breach of duty (whether statutory or otherwise) of the Supplier, directly or indirectly connected with the Agreement is limited to one hundred percent (100%) of the total value of the Goods supplied and, or, Services provided under the Agreement (and all variations to the Agreement) and excludes any death or personal injury occurring as a result of the performance of duties and obligations in the Agreement.

## 16. INSURANCE

16.1 The Supplier will, during the term of this Agreement, procure and maintain at its own expense, all insurances required by law for the applicable jurisdiction, or as directed by the Company in the PO, for the period from the commencement of the Agreement and the completion of the Agreement unless otherwise directed by the Company.

## 17. INVOICING AND PAYMENT

17.1 In addition to any specific provisions regarding invoicing and invoices, all Supplier invoices must quote the PO Number, the Goods and, or, Services provided by the Supplier, Supplier invoice address, bank details for payment and the full name of the Supplier Representative.

All undisputed and approved invoices (or part invoices) will be paid by the Company within thirty (30) days from the date that the Company receives such invoices. If the Company, acting reasonably and in good faith, disputes the whole or any part of an invoice submitted by the Supplier, then the dispute resolution provisions of this agreement apply.

17.2 If the Company disputes an invoice, or part of an invoice, as above, the Supplier will provide the Company with all and any justification or support regarding the disputed amount within seven (7) days of the dispute arising.

17.3 If the Company agrees with the justification provided by the Supplier, then the Company will pay the entire value of the invoice.

17.4 If the Company disagrees with the justification provided by the Supplier, then the dispute resolution provisions of these agreement will apply.

17.5 Without limiting the Company's rights under any other provisions of the Supply Contract, if the Supplier owes any amount to the Company under the Agreement, the Company may set-off any disputed amount owed by the Supplier to the Company against any amounts which the Company otherwise owes to the Supplier under any invoice issued in relation to this Agreement.

## 18. AMENDMENTS

18.1 This Agreement cannot be amended or varied except in the case of an amended PO issued by the Company.

18.2 Despite the above an amended PO issued by the Company is considered to be consensual between the

Parties despite no written amendment being signed by the Parties.

## 19. DISPUTES

19.2 Disputes or differences arising between the Company and the Supplier will be settled by negotiation within 2 weeks of the dispute arising.

19.3 In the event of any unresolved dispute, the Supplier will ensure that the progress of the Goods and, or, Services continues without any effect on the specified delivery date.

19.4 If the Company and the Supplier are unable to settle a dispute pursuant to the negotiation period referred to in provision 19.1, either party may take appropriate action in the courts of New South Wales to resolve the dispute.

## 20. DEFAULT, SUSPENSION, TERMINATION

### 20.1 Termination by the Company

Without prejudice to its other rights or remedies under this Agreement or at law, if the Supplier breaches the Agreement or fails to satisfy the requirements of the Agreement, then the Company may by written notice to the Supplier terminate the Agreement. The Company may also terminate this Agreement for its own convenience at any time and the payment as a result of termination will be as described in this provision.

### 20.2 Suspension by the Company

The Company may, at any time, suspend this Agreement for any reason whatsoever. Upon receipt of a notice of suspension, the Supplier must cease the supply of the Goods or provision of Services in accordance with the directions received and must immediately recommence the supply of Goods and, or, provision of Services when written directions to do so is received by written notice or as otherwise instructed by a Company Representative.

### 20.3 Termination by Supplier

The Supplier may, without prejudice to any other rights or remedies, terminate this Agreement if the Company fails to pay the Supplier any undisputed invoice values, which are payable to the Supplier, for a continuous period of twenty-one (21) days following a written notice of dispute from the Supplier.

### 20.4 Payment as a result Suspension or Termination

If the Company terminates this Agreement, the Supplier will be paid the undisputed value for the Goods supplied and, or, Services provided up to the date of suspension or termination. The Supplier is not (and will not be) entitled in contract, tort or otherwise to any additional payment or compensation for losses incurred because of the suspension or termination.

If the Supplier terminates this Agreement under the provision immediately above, the Company must pay the Supplier the amount as specified in or able to be worked out under this Agreement until the date that termination takes effect.

If the Company suspends a portion of the Services or delivery of Goods as a result of the default or poor performance of the Supplier, the Company will not pay the Supplier during the suspension period.

If the Supplier is not in default during the suspension period, the Company will pay the Supplier reasonable standby costs for demobilisation of Services or for the suspension of delivery of Goods, such costs will be calculated or determined solely by the Company.

All rights that a Party accrues before expiry or termination continue.

## 21. HEALTH, SAFETY, ENVIRONMENT AND SECURITY

21.1 The Supplier must, and must ensure that all Supplier Personnel:



- a) supply the Goods and, or, Services in a planned and safe manner;
- b) pay appropriate regard to the protection of the environment;
- c) conduct all activities related to the provision of Goods and, or, Services in a manner consistent with Oil Search health, safety, environment and security policies and procedures; and
- d) identify, document and comply with all applicable health, safety, environment and security laws, regulations, approvals, licences, reporting and permit requirements.

## 22 LABOUR AND WORKPLACE

22.1 The Supplier must ensure its personnel and the personnel of its Subcontractors (if any), involved in supply of the Goods and, or, Services are:

- a) employed under fair conditions which comply with applicable employment legislation; and
- b) able to leave employment at any time without any threat of punishment or other forms of coercion.

## 23 RISK

23.1 Any inspection by the Company will not relieve the Supplier from its obligations to comply with the requirements of this Agreement and will in no way impair the Company's right to require subsequent correction of non-conforming Goods or non-compliant Services.

23.2 Notwithstanding the provision immediately above, the risk of loss, damage or deterioration of or to the Goods and, or, Services from any cause whatsoever will remain with the Supplier and will not pass to the Company until delivery of the Goods and, or, Services and their acceptance by the Company occurs.

## 24 TITLE

24.1 Subject to the risk provisions in these Terms and Conditions, title in the Goods and, or, Services will pass from the Supplier to the Company upon delivery of the Goods to the delivery point except where payment for the Goods and, or, Services (in whole or in part) is made by the Company prior to delivery in which event title in the Goods and, or, Services will pass to the Company as soon as payment is made.

## 25 DEFECTS CORRECTION

25.1 If defects in the Goods and, or, Services are discovered by the Supplier or otherwise brought to the attention of the Supplier by the Company during the supply or use of the Goods and, or, performance of the Services, the Supplier is responsible for remedying such defects at its own cost and, or, for the cost of having such defects remedied in accordance with this provision.

25.2 The Supplier's obligation to remedy defects includes, but is not limited to, the provision of third party services, including transportation, accommodation and other ancillary or support services if applicable.

25.3 Upon discovery of any defect or upon receiving notification from the Company specifying any defect, remedy the same at its own cost and expense by performing defects correction.

25.4 If the Supplier fails to arrange and perform the remedial work within a reasonable timeframe the Company is entitled to have the necessary remedial work performed by others and to recover from the Supplier all costs necessary to remedy such defects, either directly from the Supplier or by deducting such costs from any monies due or which become due to the Supplier notwithstanding that the Company shall use reasonable endeavours to mitigate such costs.

25.5 The Supplier warranties contained in this Agreement and the remedies contained in this provision shall apply

mutatis mutandis to any remedial work performed pursuant to this provision for a period of 180 days from the date of completion of such remedial work or until 12 months from the date of completion, whichever is the earlier.

## 26 FORCE MAJEURE

26.1 A Force Majeure Event means an event or circumstance beyond a Party's control, and which that Party could not reasonably have provided for or mitigated before entering into the Agreement.

26.2 Incidences of Force Majeure may include, but are not limited to:

- (a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;
- (b) earthquake, flood, fire, explosion or other natural physical disasters;
- (c) strikes at a national or regional level or industrial disputes at a national or regional level by labour not employed by the affected Party, its Subcontractors or suppliers and which affect a substantial or essential portion of the Services;
- (d) governmental or quasi-governmental restraints, inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licences, authorities or allocations; and
- (e) maritime or aviation disasters.

26.3 If a Party is or will be prevented wholly or in part from performing any of its obligations under the Agreement by reason of a Force Majeure Event, then the Party affected will notify the other Party within a reasonable time after the occurrence of the facts relied on and the affected Party must keep the other party informed of the event.

26.4 Each Party will always use reasonable endeavours to minimise delay in the performance of the Agreement because of Force Majeure and resume performance of any suspended obligations immediately after cessation of the Force Majeure event, unless otherwise agreed between the Parties.

26.5 If the Force Majeure Event either continues or is reasonably anticipated to continue beyond a thirty (30) day period from the date of the occurrence, then either Party may terminate the Agreement provided the terminating Party gives five (5) days' notice in writing to the other Party. In that event, neither Party will be liable to the other in respect of any obligations which may arise after the termination of the Agreement, except for any obligation to pay for any Goods or Services provided prior to the Force Majeure event occurring.

## 27 INTELLECTUAL PROPERTY

27.1 The Supplier will not memorise, modify, reverse engineer or make notes or records of the confidential information for any purpose other than in connection with the performance by the Supplier of its obligations under the Agreement.

27.2 Any existing Intellectual Property vesting with either Party prior to the acceptance of the Agreement will remain the property of the respective Party (**Background IP**).

27.3 The Supplier grants to the Company a perpetual, irrevocable, world-wide, exclusive royalty free and fee-free licence for any intellectual property developed (**Developed IP**) by any member of the Supplier group for the purposes of supplying the Goods and, or, Services identified in the Agreement.



27.4 The Supplier warrants and agrees not use or allow the use of any Intellectual Property Rights or any part of them in a manner that is contrary to or conflicts with or in any way damages the title or interest of the Company in the Intellectual Property Rights.

**28 CYBER SECURITY**

28.1 In addition to the confidentiality provisions contained elsewhere in this Agreement, the Supplier will do all things reasonable and prudent to ensure that all information furnished by the Company is protected at all times from unauthorised access or use by a third-party or misuse, damage or destruction by any person.

**29 CORRUPT PAYMENTS, ANTI-BRIBERY**

29.1 The Supplier must at all times comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and improper payments including but not limited to the *Criminal Code Act 1995* (Cth) (Australia), the *Criminal Code Act 1974* (Papua New Guinea) and the *Bribery Act 2010* (United Kingdom) (*Relevant Requirements*).

**30 CODE OF CONDUCT**

30.1 The Supplier acknowledges and agrees that during the period of engagement for the provision of Goods and, or, Services by the Supplier to the Company, the Supplier will adhere to the principles of the Company Code of Conduct (**Code of Conduct**). Further, the Supplier warrants it has sufficiently familiarised itself and all of its personnel and sub-suppliers with the Code of Conduct (found on the Oil Search Limited website).

**31 ASSIGNMENT, NOVATION, TRANSFER**

31.1 The Supplier may not assign, novate or transfer this Agreement in whole or in any part without the prior written consent of the Company, such consent must not unreasonably be withheld.

31.2 The Company has at all times the right to assign, novate or transfer in whole or in part its right and obligations under this Agreement to any person.

**32 SUB-SUPPLIERS**

32.1 The Supplier will not engage sub-suppliers to perform any obligation under this Agreement without the prior written approval of the Company.

32.2 If the Company approves any sub-supplier in writing, the Supplier will ensure that it engages the sub-supplier on terms no less onerous than in this Agreement.

32.3 If the Supplier engages any sub-supplier, the Supplier will continue to be liable under this Agreement for its obligations, despite the engagement of the sub-supplier.

**33 MISCELLANEOUS PROVISIONS**

**33.1 Non-exclusivity**

Notwithstanding any term in this Agreement, the Company reserves the right to enter into any negotiations, arrangements or agreements with any person and entity (other than the Supplier) for the purchase or supply of the same or similar Goods and, or, Services to the Goods and, or, Services contained or referred to in this Agreement without being liable to Supplier in any way whatsoever. For the avoidance of doubt this Agreement does not create an exclusive relationship between the Supplier and the company.

**33.2 Electronic Signatures**

The Supplier consents to the use of electronic signatures in the creation of this Agreement and any other related documents requiring a signature by the Company.

**33.3 Export licences**

The Supplier will obtain all required export licences from the country or export and/or country of origin of equipment, materials, supplies and technical data exported by the Supplier.

**33.4 Right to Audit**

If the Company has a reasonable concern as to any aspect of the accounts, invoices or information provided by the Supplier, it may require the Supplier's records to be independently audited. If such an audit is required by the Company the Supplier will allow the Company or its authorised representatives, at reasonable times and on reasonable notice to the Supplier, inspect and review the accounts, books, information and records of the Supplier which are relevant to any aspect under this Agreement and the Supplier must give the Company access to the Supplier premises where such information is held for the purposes of carrying out the abovementioned inspection and to audit the same. If any such inspection or audit discloses that any information, fee, price or charge did not accurately reflect the actual cost of or change in the Supplier's expense in fulfilling its obligations, the fees, prices and monetary values charged by the Supplier to the Company will be adjusted with retrospective effect to remedy the error and either party will pay promptly or allow to the other any sums necessary to effect such adjustment.

**33.5 Severability**

Any provision of this Agreement which is invalid in any jurisdiction must in relation to that jurisdiction, be read down to the minimum extent necessary to achieve its validity, if applicable, and be severed from this Agreement in other case, without invalidating or affecting the remaining provisions of this Agreement or the validity of that provision in any other jurisdiction.

**33.6 Survival provisions**

This provision and provisions 1 (Entire Agreement) and 3 (Governing and Applicable Law), 6 (Confidentiality), 9 (Taxes), 14 (Indemnity), 16 (Insurance), 19 (Disputes), 27 (Intellectual Property), 33.4 (Right to Audit) and any other provision required by law will survive the expiry or earlier termination of this Agreement.

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**GOODS PROVISIONS**

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**34 TESTING AND INSPECTION**

34.1 Goods will be tested in accordance with the requirements of any specifications contained in or referred to in this Agreement. Testing (including the costs of testing) is the Supplier's responsibility. The test results will be promptly supplied to the Company in writing.

34.2 The Company may inspect, expedite and monitor the Goods prior to delivery of the Goods and the Supplier will give the Company access to the Supplier's premises for such purpose during normal working hours.

34.3 On delivery of the Goods the Company may conduct testing on a sample of the Goods to ensure that the Goods comply with the Specifications.

34.4 The Company may notify the Supplier in writing within thirty (30) Days of delivery of whether it accepts or rejects the Goods which are delivered.

34.5 The Supplier must promptly replace any of the Goods rejected by the Company under this provision.

34.6 This provision does not vary or reduce the Supplier's obligation to provide non-defective Goods by the due date(s) stated in this Agreement or advised by the Company Representative.

34.7 The Supplier is deemed to have examined all documents furnished by the Company and any other relevant information in relation to the Goods to have fully satisfied itself regarding the conditions, risks, contingencies and other circumstances that might affect the supply of the Goods.



- 34.8 No increase in price will be allowed for the Supplier's failure to ensure that it is fully informed regarding this Agreement.
- 35 INCOTERMS, DELIVERY AND DELAY TO DELIVERY**
- 35.1 Unless stated to the contrary on or in the PO, the version of Incoterms applicable to this Agreement are those which are published by the International Chamber of Commerce (ICC) and current and in force at the date that the PO is first issued to the Supplier. The Incoterms are directly available from the ICC and the Supplier agrees that it has accessed, read and comprehended the Incoterms and will comply with any requirements and adhere to the Incoterms as a matter of Good Industry Practice as defined elsewhere in this Agreement.
- 35.2 Unless otherwise specified on or in the PO in this Agreement, the Goods must be delivered FCA to the delivery point nominated by the Company by the due date(s) specified in this Agreement. The Goods must be accompanied by a delivery docket which will be signed by a duly authorised representative of the Company at the point of delivery.
- 35.3 If the Supplier becomes aware of an actual or potential delay in in delivery, the Supplier must immediately notify the Company in writing of the potential or actual delay and provide the Company with details of the steps being taken to overcome the delay or a proposed work-around plan.
- 35.4 The Company may (without prejudice to any other right) terminate all or any part of this Agreement or instruct the Supplier, at the cost of the Supplier, to take all necessary steps to expedite the rate of progress and, or, delivery.
- 36 PACKAGING**
- 36.1 The Supplier must properly pack and package the Goods in accordance with industry best practice and packages must be fit for purpose and sufficiently strong to withstand rough handling from the Supplier's point(s) of issue, and while in transit, stowage and storage, to final delivery to the Company to prevent deterioration or damage to the Goods.
- 36.2 The Supplier must provide all documentation relating to the Goods to the Company as described in this Agreement or as directed by the Company Representative.
- 37 HAZARDOUS MATERIALS**
- 37.1 The Supplier must advise the Company of any hazard inherent in the Goods ordered and provide information (such as those required on chemicals), in respect of safety, environmental and health hazards, including:
- a) toxicity;
  - b) flammability; and
  - c) reactivity and corrosiveness.
- 37.2 Together with handling and storage requirements, action to be taken in case of fire or spillage, and health precautions to be observed. A correct safety data sheet (SDS) must accompany the Goods when picked-up by the Company's nominated carrier and/or delivered to the Company's nominated delivery point.
- 37.3 Where applicable the International Maritime Dangerous Goods code and the UN number must be specified, along with full compliance with International Air Transport Association regulations and requirements.
- 37.4 The Supplier will comply with international standards of marking and labelling each package of dangerous Goods and each over pack containing dangerous Goods.
- 37.5 Detailed packaging and marking instructions are available from the Company Representative and at <https://www.oilsearch.com/freight-instructions/nocache>.

## SERVICES PROVISIONS

- 38 ALCOHOL AND DRUG USE**
- 38.1 The use, possession or distribution of alcohol, unprescribed drugs or any controlled substance by Supplier personnel at Company premises is strictly prohibited and the Company reserves the right to inspect, test, search or otherwise investigate the actual or potential existence or use of alcohol or drugs on and in relation to any Goods and, or, Services under this Agreement.
- 39 TRAVEL AND ACCOMMODATION**
- 39.1 Unless stated to the contrary on or in the PO, all travel and accommodation must be arranged by the Company's travel centre in accordance with the Company travel and accommodation policy. All travel will be economy class.
- 40 EXPENSES**
- 40.1 Expenses claimed by the Supplier under this Agreement must be pre-approved by the Company Representative in writing prior to the expense being incurred. Clear and readable copies of the receipts and evidence of pre-approval must be attached to all invoices claiming reimbursement for expenses.
- 41 TIMESHEETS AND WORKING HOURS**
- 41.1 The Company does not stipulate a minimum or maximum number of hours to be worked by the Supplier Personnel performing the Services, however all invoices must accurately reflect the hours worked and must include time sheets signed or agreed to in writing by the Company Representative.
- 41.2 The Supplier is responsible for ensuring that Supplier Personnel do not work more hours than prescribed by legislation in the location where the Services are performed.
- 42 REJECTION OR REMOVAL OF SUPPLIER PERSONNEL**
- 42.1 The Company may at its sole discretion, at any time during the term of this Agreement, reject any person who is proposed by the Supplier to perform the Services or remove any of the Supplier Personnel from a Company location or site or from providing Services under this Agreement.
- 42.2 The Supplier must immediately at its own cost replace that person and must provide the Company with any resume of a proposed replacement for approval prior to making any such appointment.
- 43 EMERGENCY EVACUATION**
- 43.1 If there is a medical emergency, civil disturbance, natural disaster, or other emergency situation and the Company decides that an emergency evacuation is necessary, the Company will arrange for the Supplier Personnel to be taken to the appropriate medical or emergency facility.
- 43.2 Costs for evacuation and all treatment of accidents and illnesses will be for the Supplier's account regardless of whether the accident or illness is work-related or not.
- 43.3 The costs of evacuation will be initially borne by the Company and then cost deductions will be made by the Company from the next or any further subsequent invoice submitted by the Supplier.
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- SPECIFIC PROVISIONS FOR AUSTRALIA**
- In addition to the General Provisions of this Agreement, if the Goods and, or, Services are for the purposes of supply, use or performance in Australia the following Specific Provisions apply.**
- 44 TAXES AND DUTIES**
- 44.1 Definitions
- 44.2 "Agreement Price" means any monetary and non-monetary consideration to be provided under this



Agreement for the Goods and, or, Services other than as described herein.

- 44.3 “**GST Act (Australia)**” means the A New Tax System (Goods and Services Tax) Act 1999 (Cth), as amended including regulations and related materials.
- 44.4 “**GST**” means Goods and Services Tax as defined in A *New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 44.5 “**Supplier**” means the party that provides the Goods and, or, Services to the Company.
- 44.6 “**Tax Law**” for these Specific Provisions means a Law relating to a Tax in Australia.
- 44.7 “**Tax Invoice**” for these Specific Provisions means an invoice that meets the requirements of section 29.70 of the GST Act (Australia).
- 44.8 “**Taxing Authority**” for these Specific Provisions means a Government Authority in Australia that collects or imposes a Tax or administers a Tax Law.
- 44.9 Operative provisions

If the Supplier is or becomes liable to pay GST in connection with any Goods and, or, Services:

- a) the Company must pay to the Supplier, in addition to the Agreement Price, an additional amount equal to the amount of that GST;
- b) provided the Company has received a Tax Invoice from the Supplier for those Goods and, or, Services, the Company must pay the Agreement Price plus that additional amount on account of GST within the period specified in this Agreement for payment of the Agreement Price;
- c) If the GST payable in relation to a Goods and, or, Services made under or in connection with this Agreement varies from the additional amount paid or payable by the Company under paragraph (a) above, such that a further amount of GST is payable in relation to the Supply or a refund or credit of GST is obtained in relation to the Goods and, or, Services, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Company. Any payment, credit or refund under this paragraph c) is deemed to be a payment, credit or refund of the additional amount payable under paragraph a) above. If an adjustment event occurs in relation to a Goods and, or, Services, the Supplier must issue an adjustment note to the Company in relation to that Goods and, or, Services within 14 days after becoming aware of the adjustment event; and
- d) where a party reimburses the other party for an expense or other amount incurred in connection with any wholly or partly creditable acquisition or any wholly or partly creditable importation made by that other party, the amount reimbursed must be net of any input tax credit claimable in respect of that acquisition or importation.

#### 45 NEW SOUTH WALES PAYROLL TAX, PREMIUM AND WAGES

- 45.1 New South Wales payroll tax, premium and wages applies to any work carried out by the Supplier or any of the Supplier's personnel in New South Wales.
- 45.2 The Supplier must provide to Company a written statement in the form contemplated by and complying with section 18 of Schedule 2 of the Payroll Tax Act 2007 (NSW), section 127 of the Industrial Relations Act 1996 (NSW) and section 175B of the Workers Compensation

Act 1987 (NSW) (Statement). A sample copy of the form can be obtained at <http://www.osr.nsw.gov.au/subSuppliers-statement-regarding-workers-compensation-payroll-tax-and-remuneration-note-1-opt-011>.

- 45.3 The Supplier acknowledges receiving a form of the Statement applying as at the date of this Agreement.
- 45.4 A statement must be provided to Company:
- 45.4.1 in respect of each financial year in which the Supplier or any of the Supplier's personnel performs any work under this Agreement and must be provided by 1 August following the end of that financial year; and
  - 45.4.2 within 14 days of a request by Company from time to time and such requested statement must relate to such period nominated by Company, which period may be longer or shorter than a financial year (but which period cannot include periods after the end of the financial year in which work under this Agreement is completed).
  - 45.4.3 If the Supplier fails to provide Company with a statement complying with the requirements of the New South Wales payroll tax, premium and wages, the Supplier acknowledges that Company has no obligation to make any payments which would otherwise be due to the Supplier under this Agreement until such time as the statement is provided by the Supplier to the Company.

#### 46 LONG SERVICE LEAVE LEVIES

- 46.1 The Supplier is not required to pay, and warrants that it has made no allowance in the prices, fees or other amounts payable by Company to the Supplier for, levies payable under the Building and Construction Industry (Portable Long Service Leave) Act 1991 (Qld), the Building and Construction Industry Long Service Payments Act 1986 (NSW) or the Construction Industry Long Service Leave and Benefits Act (NT) and the regulations under those Acts in respect of activities undertaken by the Supplier.

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### SPECIFIC PROVISIONS FOR PAPUA NEW GUINEA (PNG)

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In addition to the General Provisions of this Agreement, if the Goods and, or, Services are for the purposes of supply, use or performance in Papua New Guinea the following Specific Provisions apply.

#### 47 TAXES

- 47.1 “**GST**” for these Specific Provisions has the meaning given to it in the GST Act (PNG).
- 47.2 “**GST Act (PNG)**” means the *Goods and Services Tax Act 2003* (PNG), as amended including regulations and related materials.
- 47.3 “**Tax Invoice**” for these Specific Provisions has the meaning in Section 39(2) of the GST Act (PNG).
- 47.4 “**Tax Law**” for these Specific Provisions means a Law relating to a Tax in Papua New Guinea.
- 47.5 “**Taxing Authority**” for these Specific Provisions means a Government Authority in Papua New Guinea that collects or imposes a Tax or administers a Tax Law.
- 47.6 “**Taxable Supply**” has the meaning in the GST Act (PNG).
- 47.7 GST and Similar Taxes
- 47.7.1 Except as expressly provided otherwise in this Agreement, where GST is or becomes payable on or in respect of a Taxable Supply made under this Agreement, the consideration for that Supply will be considered exclusive of GST and the Supplier may recover from the recipient an additional amount equal to the consideration multiplied by the rate of GST, provided that at or before the time of payment the Supplier will provide to the



recipient a Tax Invoice, Adjustment Note (if applicable) or other document in respect of the Supply or the adjustment event.

47.7.2 Notwithstanding the generality of the above provision, the rate of GST rate is as stated in the Tax Law, or by a Taxing Authority of Papua New Guinea. The Supplier will diligently claim entitlement to any exemption, concession or reduction of GST otherwise payable.

47.7.3 For the purposes of section 38-190 of the GST Act (Australia) the Company confirms:

- i. it is not a resident of Australia;
- ii. it is neither registered nor required to be registered for GST under the GST Act (Australia);
- iii. it is not in Australia in relation to the Supply; and
- iv. the effective use and enjoyment of the thing supplied shall take place outside of Australia; and as such the Taxable Supply is subject to the GST Act (PNG) only.

47.7.4 GST payable if any will be separately itemised or identified on the Tax Invoice, collected by the Supplier and paid over to the appropriate Government or Taxing Authority entitled thereto in accordance with the Law of Papua New Guinea.

47.7.5 Where GST is applicable, the Company pay only Tax Invoices.

47.7.6 Where any amount, consideration, price or payment under this Agreement is determined by reference to a cost or Liability incurred by a Party (reimbursable expense) that amount, consideration, price or payment will be the actual amount incurred by such Party less the amount of any GST input Tax credit which such Party, an agent, related entity, representative, group member or joint venture operator is entitled in respect of that cost or Liability. The relevant Party or other entity will diligently Claim such entitlement.

## 48 TAX INVOICES

48.1 A Tax Invoice for the purposes of the GST Act (PNG) shall contain the following particulars:

- 48.1.1 The words "tax invoice" in a prominent place;
- 48.1.2 The name, address and registration number (Taxpayer Identification Number) of the supplier;
- 48.1.3 The name and address of the recipient;
- 48.1.4 The date upon which a tax invoice is issued;
- 48.1.5 The description of goods and services supplied;
- 48.1.6 The quantity or volume of the goods and services supplied;
- 48.1.7 Either –
  - i. The total amount of the tax charged, the amount payable, excluding tax, and the consideration, inclusive of tax for the supply; or
  - ii. Where the amount of tax charged is the tax fraction of the consideration, the consideration

for the supply and a statement that it includes a charge in respect of the tax.

## 49 FOREIGN CURRENCY AND EXCHANGE RATE IF PO IN OTHER THAN PAPUA NEW GUINEA KINA (PGK)

49.1 Currency Exchange – Australian Dollars (AUD) or United States of America Dollars (USD).

49.1.1 The Company, as a PNG resident, is required by Regulation 6 of Central Bank (Foreign Exchange and Gold) Regulation 2000, to affect payments to another PNG resident in Papua New Guinea Kina (PGK), unless an exemption applies.

49.2 For the avoidance of doubt, unless the Supplier is granted exemption by the PNG Government from the abovementioned Regulation (noting that any such exemption to be at the Supplier sole risk) the Supplier shall invoice the Company in the foreign currency stated on or in the PO subject to the following provisions:

49.2.1 The invoice shall also state the PGK equivalent of the foreign currency amount converted at the rate stated below. The Company will pay the supplier in PGK;

49.2.2 On the 1st calendar day of each month, the Supplier will email [exchangerates@oilsearch.com](mailto:exchangerates@oilsearch.com) requesting the currency conversation rate(s) for the preceding month as these are the conversion rates which apply to the Goods and, or, Services for the month in which the Goods were (or are to be) provided and, or, the Services were (or are) performed;

49.2.3 The Company will provide the conversion rate(s) to the Supplier for the purposes of the Supplier submitting its invoices for review, processing and payment;

49.2.4 The foreign currency conversion rate(s) means that rate(s) which are the monthly average of the daily Bank of PNG midrate as quoted on the Bank of PNG website [www.bankpng.gov.pg](http://www.bankpng.gov.pg) for the preceding calendar month. To the extent that rates are not published for a particular day on the Bank of PNG website, the Company will source the missing rate for that day based on the average Mid-Point rate sourced from two of the following PNG commercial banks (Westpac PNG, ANZ PNG and Bank of South Pacific).

## 50 VISAS, PERMIT TO WORK AND FITNESS FOR WORK

50.1 The Supplier will ensure that all its non-citizen Supplier Personnel and those of its sub-suppliers have a valid multiple-entry business or non-business visa for Australia to expedite medical evacuation into Australia. Photocopies of identification pages and visa pages of each person's passport must be included in the Supplier Personnel's medical file.

50.2 All Supplier Personnel who are non-PNG citizen, who are required to enter PNG in performance of the Services, must undergo and pass a medical examination prior to commencing any Services in PNG. This examination will be undertaken, at the Supplier's expense, by a licensed physician outside of PNG and be completed before arrival in PNG. The results of the examination must be submitted by the Supplier to the Company Representative prior to the commencement of any Services in PNG.