

## 1. Definitions

In these Purchase Order conditions (**Conditions**):

**Completion Date** means the date and time by which the Services are to be performed stated in the Purchase Order, notified in writing to the Supplier or, if no date is stated, a reasonably accepted time consistent with best industry practice.

**Consequential Loss** means loss of profit or anticipated profit, loss of revenue or anticipated revenue, loss of production, loss of contract or opportunity under any contract, loss of business or custom, loss of goodwill or reputation, punitive or exemplary loss or damage, or any loss which:

- a) at the time of entering the Contract was not in the contemplation of the parties as being a probable result of the event giving rise to the loss; and
- b) does not arise naturally according to the usual course of things,

but does not include any liquidated or delay damages payable by the Supplier (if any) or amounts which are expressed to be specifically recoverable pursuant to an express provision of the Contract.

**Contract** comprises the Purchase Order, these Conditions, the Special Conditions (if any), the Sitework Conditions (if any) and any document referred to in the Purchase Order. In the event of any conflict between these documents, the specific terms of the Purchase Order (including any Special Conditions) will take precedence over these Conditions.

**Delivery Date** means the date and time by which the Goods or Rental Items must be supplied, stated in the Purchase Order, notified in writing to the Supplier or, if no date is stated, a reasonably accepted time consistent with best industry practice.

**Force Majeure** means an unforeseeable event which prevents or delays a party from performing any of its obligations under the Contract including:

- a) earthquake, flood, landslide, fire or explosion, including radioactive or toxic explosion;
- b) war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, martial law or confiscation by order of any government or authority;
- c) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- d) riot, civil disturbance, blockade or acts of terrorism; or
- e) epidemic or pandemic or quarantine by order of an government or authority;
- f) cyber-attacks, to the extent that act, event or cause is beyond the reasonable control of the affected party.

**Goods** means any goods stated in the Purchase Order to be supplied by the Supplier to Santos pursuant to the Contract.

**Gross Negligence / Wilful Misconduct** means any act or

failure to act (whether sole, joint or concurrent) by any person or entity that was intended to cause, or was in reckless disregard of or wanton indifference to, harmful consequences such person or entity knew, or should have known, such act or failure would have on the safety or property of another person or entity.

**GST** means the goods and services tax imposed under A *New Tax System (Goods & Services Tax) Act 1999*. Words defined in that Act have the same meaning in these Conditions.

**Law** includes:

- a) all applicable legislation, ordinances, regulations, by-laws, local laws, orders, and proclamations;
- b) principles of law or equity;
- c) standards, codes and guidelines;
- d) directions or notices issued by any authority;
- e) fees, rates, taxes, levies and charges payable in respect of these things,

as amended from time to time.

**Personnel** means directors, officers, employees, servants, agents and subcontractors and their personnel.

**Price** means the amount or amounts stated in the Purchase Order.

**Purchase Order** means the Santos purchase order which describes the Goods, Services and/or Rental Items that Santos requires.

**Related Bodies Corporate** has the meaning defined by the *Corporations Act 2001* (Cth).

**Rental Items** means any item stated in the Purchase Order to be rented by Santos from the Supplier pursuant to the Contract.

**Santos** unless otherwise stated in a Purchase Order, is Santos Limited.

**Santos Group** means Santos, its Related Bodies Corporate and their respective Personnel and, where Santos enters into the Contract on behalf of a joint venture, its joint venture partners, their Related Bodies Corporate and their respective Personnel.

**Services** means any services (which may include rental services) stated in the Purchase Order to be provided by the Supplier to Santos pursuant to the Contract.

**Site** means the location or locations stated in the Purchase Order.

**Sitework Conditions** means any rules and policies that are specified by Santos as applying to the Site, whether pursuant to Santos' published policies or as set out in the Purchase Order.

**Special Conditions** means the special conditions set out in the Purchase Order (if any).

**Supplier** means the Supplier that is stated in the Purchase Order.

**Supplier Group** means the Supplier, its Related Bodies Corporate and their respective Personnel.

## 2. Formation of Contract

2.1 Unless otherwise specified in a Purchase Order, the

Supplier must perform the Contract upon receipt of the Purchase Order. Receipt of the Purchase Order will be taken to have occurred 2 business days after it is sent to the Supplier, unless the Supplier acknowledges receipt earlier.

**2.2** No terms or conditions sought to be imposed by the Supplier (including any terms contained in any Supplier tender, offer, counteroffer, proposal, conditions or invoice) are incorporated in the Contract, unless specifically referred to in the Purchase Order or separately accepted in writing by Santos.

**2.3** If Santos enters into the Contract as operator on behalf of joint venture partners, then Santos executes the Contract as agent for and on behalf of the joint venture partners in their several interests.

### **3. Supply**

**3.1** The Supplier will supply to Santos:

- a) the Goods by the Delivery Date;
- b) the Rental Items by the Delivery Date; and/or
- c) the Services by the Completion Date.

**3.2** Goods must be new and fit for purpose upon delivery and must, for the period of 1 year commencing on the later of:

- a) the Delivery Date; or
  - b) the date of delivery to Santos,
- comply with the specification or description in the Purchase Order and be free from defects.

**3.3** Services must be performed safely, skilfully, diligently and according to the agreed timetable, and by suitably qualified and competent people and, for the period of 1 year commencing on the later of:

- a) the Completion Date; or
  - b) the date of completion of the Services,
- comply with the specification or description in the Purchase Order.

**3.4** All the Supplier's documents, drawings and reports to be supplied under the Purchase Order must be accurate, comprehensive and complete.

**3.5** The parties must comply with the terms of the Contract and nothing in this clause 3 limits or prejudices any of Santos' rights or other remedies at Law.

### **4. Price and Payment**

**4.1** The Price is fixed, not subject to any adjustment and includes all costs that may be incurred by the Supplier in performing its obligations, and it includes all excise, duties and taxes (excluding GST).

**4.2** Santos will pay the Price to the Supplier within 30 days of the end of the month in which a correct invoice is received, unless otherwise specified on the Purchase Order.

**4.3** If it is a Taxable Supply, Santos will pay to the Supplier the GST in respect of the Taxable Supply provided that the Supplier submits a valid tax invoice that must include:

- a) the Purchase Order number;
- b) the Goods, Rental Items and/or Services supplied under that tax invoice;
- c) the Site and date of supply;
- d) if Services are charged by time, the time spent by the people; and
- e) any other details reasonably requested by Santos.

**4.4** Santos may set off, from any monies due to the Supplier (whether under the Contract or any other agreement with the Supplier), any sum that is payable by the Supplier to Santos.

**4.5** All payments are payments on account. The presentation, payment or non-payment of an invoice will not constitute a settlement of a dispute, a remedy of account stated or otherwise waive or affect the rights of the parties.

### **5. Delivery**

**5.1** Unless stated otherwise in the Purchase Order, the Supplier must, at its own cost and risk:

- a) deliver the Goods or Rental Items to the Site; and
- b) in the case of Services, provide the Services (including any deliverables) at the Site by the due date.

**5.2** Subject to clause 5.3, delivery is taken to occur upon completion of offloading by the Supplier. If the Goods or Rental Items are lost or damaged in transit, the Supplier must replace them at its cost as soon as practicable

**5.3** If stated in the Purchase Order, Santos will arrange for the Goods or Rental Items to be collected from the Supplier. Delivery occurs when possession of the Goods or Rental Items is transferred to Santos or to Santos' nominated transporter.

**5.4** The Supplier must, at its own cost, ensure the Goods or Rental Items are adequately packed to the standard specified by Santos' Packing Marking Shipping Specification.

**5.5** The Supplier must provide sufficient documents to enable Santos to identify the Goods or Rental Items being delivered including the Purchase Order number, description, quantities and any data sheets or other materials as required by Law.

**5.6** Where Services include deliverables, physical title in each deliverable passes to Santos upon creation of that item. The Supplier bears the risk for each deliverable until completion of testing, inspection and acceptance by Santos to its sole satisfaction.

**5.7** Title in Goods passes to Santos when delivery is completed according to this Contract or when Santos pays for the Goods, whichever is earlier. Unless otherwise stated in the Purchase Order:

- a) risk in the Goods passes to Santos when they are delivered according to this Contract; and
- b) risk in any Rental Items always remains with the Supplier.

## 6. Rental Conditions

- 6.1 The Supplier retains title to the Rental Items. The Supplier must allow Santos to possess and enjoy the Rental Items on an exclusive basis during the term without any interruption.
- 6.2 All Rental Items must be new (unless otherwise agreed by Santos), fit for purpose and in safe working condition.
- 6.3 At the end of the Contract, the Rental Items will be collected by the Supplier at its own cost.

## 7. Non-Compliance and Returns

- 7.1 If any Goods or Rental Items fail to comply with this Contract, Santos may (without prejudice to its other rights at Law) give the Supplier notice to collect the Goods or Rental Items, or return them, at the Supplier's expense, and the Supplier must reimburse Santos the Price of those Goods or Rental Items, plus any costs incurred by Santos in returning them, within 5 business days of receipt of a request for reimbursement.
- 7.2 If clause 7.1 applies:
- a) risk in the Goods or Rental Items will revert to the Supplier upon collection or return; and
  - b) for Goods only, title will revert upon reimbursement of the Price by the Supplier.
- 7.3 Where Santos agrees in writing that the Supplier may resupply Goods or Rental Items, rather than reimbursing Santos the Price under clause 7.1, the Supplier warrants such resupplied Goods or Rental Items in accordance with clause 3.2 for 1 year commencing from the date of the resupply to Santos.
- 7.4 Acceptance of the Goods and/or Rental Items after any inspection or testing by Santos does not relieve the Supplier of any of its obligations to perform the Contract.
- 7.5 The Supplier must ensure that any warranties from sub-suppliers applicable to the Goods or Services (if applicable) are transferred to Santos or held for Santos' benefit.
- 7.6 If any Services fail to comply with the Contract, the Supplier, must promptly re-perform the deficient part of the Services at the Supplier's cost within a reasonable time stipulated by Santos. The Supplier warrants re-performed Services in accordance with clause 3.3 for 1 year from the final date of re-performance of the relevant Services. If the Supplier fails to re-perform the Services at all or in a timely manner, Santos may have the relevant Services performed by others and recover its costs from the Supplier.

## 8. Sitework Conditions

The Supplier must ensure that its employees, contractors, agents and invitees:

- a) complete any inductions required by Santos prior to commencing performance of the Contract;

- b) comply with the Sitework Conditions and reasonable directions provided by Santos when on Site;
- c) use their best endeavours not to interfere with Santos' activities and activities of other contractors on the Site; and
- d) ensure that they do not leave rubbish or debris on the Site.

## 9. Supplier Warranties

The Supplier represents and warrants to Santos that:

- a) all information in brochures, quotes or tenders provided in connection with the provision of the Goods or Services is accurate;
- b) it has unencumbered title to, and use of, the Goods and Rental Items, and use of them under the Contract will not infringe the rights of any third party;
- c) it holds, will maintain and comply with all licences, permits, forms, applications and authorities under Law to perform the Contract; and
- d) no virus or other harmful code or data designed to interrupt, damage, destroy or limit the functionality of any software, hardware or equipment will be introduced into Santos' or any member of the Santos Group's systems as a result of the supply of the Goods or Services by the Supplier.

## 10. Indemnity

- 10.1 The Supplier indemnifies Santos and each member of the Santos Group (**Santos Indemnified Parties**) against all claims, liabilities, loss, damage or penalties incurred by the Santos Indemnified Parties caused or contributed to by the Supplier or any member of the Supplier Group arising out of in connection with the performance of the Contract except to the extent that the claim, liability, loss, damage or penalty is contributed to by any member of the Santos Group.
- 10.2 Notwithstanding any other provisions in the Contract, no indemnity set out in this clause 10 will apply in favour of any party in the event of the Gross Negligence / Wilful Misconduct of such party.
- 10.3 Neither party is liable to the other (including any member of the Supplier Group or Santos Group (as applicable)) for any Consequential Loss arising under or in connection with the Contract (howsoever arising, including negligence) excluding where the liability of a party or any member of the Supplier Group or Santos Group (as applicable) to the extent that the first party:
- a) is entitled to be indemnified for such liability under a policy of insurance effected under the requirements of the Contract; or
  - b) would have been entitled to be indemnified for such liability under a policy of insurance effected under the requirements of the Contract but for the first party's failure to

comply with the terms and conditions of the relevant policy or its obligations under the Contract in respect of such policy.

**10.4** Santos holds the benefit of the indemnity given by the Supplier under the Contract on trust for each member of the Santos Group and any joint venture partners.

**10.5** To the maximum extent possible, the parties exclude the provision of any proportionate liability legislation that applies.

**10.6** The indemnity provided in this clause 10 is a continuing obligation separate from the Supplier's other obligations and survives expiry or termination of the Contract.

## **11. Insurance**

**11.1** Unless otherwise stated in the Purchase Order, the Supplier must take out and maintain the following insurance cover during the performance of the Contract:

- a) public liability insurance of not less than AUD\$10 million and must include Santos as an additional insured;
- b) comprehensive motor vehicle insurance of not less than AUD\$20 million for any vehicles used as part of the Services;
- c) workers compensation insurance as required by Law;
- d) professional indemnity insurance of not less than AUD\$1 million if the performance of this Contract requires the Supplier to provide professional advice; and
- e) any other insurance that is specified in the Purchase Order.

**11.2** The Supplier must ensure that any subcontractors used in performing the Contract also have and maintain the insurance set out in clause 11.1 during the performance of the Contract.

## **12. Intellectual Property**

**12.1** All intellectual property created in the performance of the Contract (**IP**) vests in Santos. The Supplier must assign or transfer all such IP to Santos, and until that time holds any such IP on trust for Santos.

**12.2** Santos grants the Supplier an irrevocable and royalty free licence to use the IP for this Contract. The Supplier grants to Santos and each member of the Santos Group an irrevocable, perpetual, worldwide and royalty free licence to use any intellectual property not vested in Santos that is necessary for the Santos Group to have the benefit of the Goods or Services provided under the Contract or the IP.

## **13. Confidentiality**

**13.1** The parties must not disclose information belonging to one party which is disclosed to the other party under this Contract and which is not already known by the other party and is not already in the public domain (Confidential Information) to any third party or use or reproduce it other than for the performance

of the Contract, other than:

- a) as required by Law;
- b) to their own employees or contractors that are required to access the Confidential Information in order to perform their obligations under the Contract;
- c) to any potential investor, or to a financial institution from whom a party is seeking finance, provided they are bona fide in their intentions and have provided a similar undertaking of confidentiality to the disclosing party.

**13.2** The parties must always safeguard the Confidential Information, and when the Contract ends, the parties must return the Confidential Information if requested by the disclosing party.

## **14. Data Security**

The Supplier must:

- a) a) comply with all Santos Group data security requirements in respect of access to and use of data as advised by Santos Group, in addition to any statutory obligations relevant to data security;
- b) prohibit and prevent any Supplier Personnel who does not have the appropriate level of security clearance from gaining access to Santos Group data;
- c) use reasonable endeavours to prevent any unauthorised person from gaining access to Santos Group data. However, if there is any situation involving:
  - 1) accidental loss or destruction of, or unauthorised disclosure of or access to, Santos Group data; or
  - 2) a cyber security or data security breach on any system (including those of its subcontractor or sub-suppliers) used in connection with the Goods or Services which has or may impact Santos Group data;

the Supplier must:

- 3) report such incident to Santos without undue delay;
- 4) mitigate to the extent practicable, any individuals or regulators regarding the incident, as directed by Santos;
- 5) if applicable, cooperate with Santos or any member of the Santos Group in providing any notices to individuals or regulators (as applicable) regarding the incident, as directed by Santos or any member of the Santos Group; and
- 6) cooperate and must ensure that each member of the Supplier Group cooperates with any investigation into the incident that may be subsequently undertaken by Santos or any member of the Santos Group (including in consultation with any data privacy authority (if applicable)).

## 15. Santos Policies

15.1 The Supplier must, in the performance of the Contract:

- a) comply with all Laws including privacy, environmental, health and safety Laws;
- b) comply with Santos' published policies or its own policies of the same or higher standard;
- c) immediately notify Santos of any incident that is notifiable under environmental, health and safety Laws;
- d) provide Santos with a copy of any incident investigation report and evidence that it has revised risk control measures so as to maintain, so far as is reasonably practicable, a work environment that is without risk to the environment, health and safety; and
- e) allow Santos to monitor the Supplier's systems, work practices and procedures.

15.2 If requested to do so by Santos, the Supplier must remove from Site and any involvement in the performance of the Contract any Supplier Personnel whose acts or omissions cause the Supplier to fail to comply with the Contract, and the Supplier shall provide replacement Personnel at its own cost. The Supplier must not replace or withdraw any key Personnel as set out in the Purchase Order (if any) without Santos' consent.

## 16. Reporting

16.1 The Supplier must provide Santos, when requested, progress reports and/or a detailed program about the stages of performance under the Contract, information to support or justify any element of the Price, applicability of any excise, duties and taxes, quarterly reports on the emissions of greenhouse gases and energy usage relating to such performance, and any information about the Supplier's employees and contractors relating to health and safety.

16.2 Santos (or its nominee) may for any reason request an audit of the Supplier's compliance with the Contract. If this occurs, the Supplier must allow Santos access to its premises and any Supplier Group Personnel to conduct any audit.

## 17. Force Majeure

17.1 If a party cannot carry out its obligations (wholly or in part) under the Contract due to a Force Majeure they must give written notice to the other party which details the Force Majeure Event, the specific obligations the affected party cannot perform, the estimated duration of the Force Majeure and steps taken or planned to mitigate or abate the Force Majeure.

17.2 Provided a compliant notice is provided under clause 17.1, the affected party's obligations under the Contract are suspended to the extent they are prevented or delayed by the Force Majeure. The affected party must take all reasonable steps to remedy the Force Majeure to the extent practicable, resume performance of its obligations as soon as reasonably possible and mitigate any loss suffered

by the other party as a result of the affected party's failure to carry out its obligations under the Contract.

17.3 If the Force Majeure event continues for more than 30 consecutive days Santos may at its sole discretion terminate the Contract by written notice to the Supplier.

## 18. Termination

18.1 Santos may terminate the Contract in whole or in part immediately by written notice if:

- a) the Supplier is unable to pay its debts when they are due;
- b) subject to Law, the Supplier is involved in any insolvency proceedings or equivalent processes;
- c) the Supplier ceases to carry on business;
- d) there is a change in control of the Supplier;
- e) the Supplier or Supplier Group, in the reasonable opinion of Santos, is endangering anyone's health or safety;
- f) the Supplier or Supplier Group is in breach of the Law, including any anti-bribery, export control, anti-money laundering, modern slavery or sanctions regulations; or
- g) the Supplier or Supplier Group materially breach the Sitework Conditions.

18.2 If the Supplier breaches a term of the Contract or fails to perform the Contract, Santos may give written notice requiring the breach to be remedied within 7 calendar days. If the breach is not remedied within these 7 days, or where the breach cannot reasonably be remedied within these 7 days and the Supplier does not commence the remediation of the breach within that period and diligently pursue the remediation to Santos' satisfaction, then Santos may terminate the Contract and recover its losses that arise from such termination, including having any Goods, Rental Items or Services (as applicable) supplied by another supplier on an expedited basis.

18.3 Santos may terminate the Contract for convenience at any time, in its sole discretion, by providing 30 days written notice to the Supplier. Upon receipt of such notice, the Supplier must seek to minimise any costs or losses arising from such early termination. Santos will pay that part of the Price for any work completed up to the date of termination, and for the cost of materials and equipment properly ordered by the Supplier for the purpose of supplying the Goods, the Rental Items or the Services (as applicable) and which the Supplier has paid or is legally bound to pay. Santos is not liable for, and the Supplier releases Santos from, any other loss or damage suffered by the Supplier as a result of the early termination.

18.4 Termination of the Contract does not affect any accrued rights or remedies.

## 19. Business standards

19.1 The Supplier must ensure that it and any member of the Supplier Group (to the extent practicable) will comply with all applicable Laws pertaining to modern

slavery (which is deemed to include forced labour, human trafficking and child labour) and take appropriate steps to meet international standards around modern slavery where these set a higher standard than domestic Law.

matter of the Purchase Order.

**19.2** The Supplier must and will ensure that any member of the Supplier Group do not take nor will take any action in furtherance of the giving of anything of value or payment to a government official or anyone else, directly or indirectly, to obtain any improper advantage or influence official action.

## **20. General**

**20.1** The Supplier is an independent contractor.

**20.2** The Supplier must not assign or novate any rights, obligations or liabilities under the Contract, including by way any change in control of Supplier except with the prior written consent of Santos. If the Supplier subcontracts any of its obligations under the Contract it will remain liable in full for the performance of the Contract.

**20.3** No exclusive relationship exists between Santos and the Supplier.

**20.4** The Supplier must not make any public announcements in relation to this Contract.

**20.5** Any variation to the Contract must be agreed in writing by the parties.

**20.6** The Supplier must not register any security interest in relation to this Contract against any Santos Group property.

**20.7** The Contract is governed by the Laws of the State of Australia in which the Services, Goods or Rental Items are supplied or, if they are supplied in more than one State, then the Laws of South Australia govern.

**20.8** Any dispute, controversy or claim arising out of or in connection with the Contract (Dispute), shall first be attempted to be resolved by senior managers of the parties within 30 days of the disputing party providing a Dispute notice to the other party setting out full particulars and the resolution(s) being sought. The senior managers must use their best endeavours and act in good faith to attempt to resolve any Dispute. If the senior managers fail to resolve the Dispute, then either party may seek to have the Dispute resolved by arbitration in accordance with the ACICA Arbitration Rules. The seat of arbitration will be Adelaide, Australia. The language of the arbitration will be English. The number of arbitrators will be 1. Nothing in this clause prevents any party from seeking urgent interlocutory relief from a court at any time.

**20.9** Formal notices under the Contract must be sent to the Supplier's address in the Purchase Order, and to Santos at the Santos address specified in the Purchase Order, marked to the attention of the Santos representative named in the Purchase Order.

**20.10** The Contract is the entire agreement between Santos and the Supplier in relation to the subject