

## PART A – GENERAL TERMS

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*The provisions of this Part A apply to every Purchase Order, whether for the supply of Goods, the performance of Services, or both.*

### 1. DEFINED TERMS AND INTERPRETATION

#### 1.1 Defined terms

In this Agreement, unless the context requires otherwise:

**Agreement** means these Purchase Order terms and conditions, the Purchase Order, and any other attachments to the Purchase Order, as described in clause 2.2;

**Delivery Point** means the place(s) for delivery of the Goods at the site, as specified in the Purchase Order (applicable where Goods are supplied);

**Goods** means the goods supplied by the Supplier to the Principal under this Agreement, as described in the Purchase Order;

**Insolvency Event** means, in respect of a party, any of the following: (a) the party becoming insolvent or unable to pay its debts as and when they fall due; (b) the appointment of a receiver, receiver and manager, administrator, liquidator or trustee in bankruptcy in respect of the party or any of its assets; (c) the party entering into or proposing any arrangement, composition or compromise with its creditors; (d) any analogous event under the laws of any jurisdiction; or (e) anything that the parties reasonably consider to be a precursor to any of the above;

**Intellectual Property Rights** means all intellectual and industrial property rights throughout the world, whether or not registered, including patents, copyright, trade marks, designs, trade secrets and know-how;

**Liabilities** means damages, claims, losses, liabilities, costs and expenses of any kind;

**Loss** includes any loss, damage, liability, compensation, fine, penalty, charge, payment, cost or expense however it arises and whether it is present or future, fixed or unascertained, actual or contingent;

**Principal or SEM** means Sunrise Energy Metals Pty Ltd (ABN 34 127 457 916) or SRL Ops Pty Ltd (ABN 21 008 755 155), as identified in Schedule 1;

**Purchase Order** means the purchase order issued by SEM to the Supplier for the supply of the Goods and/or the performance of the Services, including Schedule 1 and Schedule 2;

**Services** means the services performed by the Supplier for SEM, as described in the Purchase Order;

**Site** means the location(s) specified in the Purchase Order as the place(s) at which the Goods are to be delivered and/or the Services are to be performed and (where relevant) stored, and includes each Delivery Point;

**Specifications** means any specifications for the Goods and/or Services set out or referred to in the Purchase Order;

**Supplier** means the party engaged by SEM under this Agreement to supply the Goods and/or perform the Services, as identified in Schedule 1 (and includes a reference to a "Contractor" where the context of an existing document refers to that term);

**Supplier Personnel** means the officers, employees, agents, subcontractors and other personnel engaged by the Supplier in connection with the Supply; and

**Supply** means, as applicable and as indicated in Schedule 1, the supply of the Goods and/or the performance of the Services in accordance with this Agreement.

**1.2 Interpretation**

In this Agreement, unless the context requires otherwise: (a) a reference to “Goods” applies only where the Purchase Order is for the supply of Goods; (b) a reference to “Services” applies only where the Purchase Order is for the performance of Services; (c) the provisions of Part B (clauses 24 to 27) apply only where the Purchase Order is for the supply of Goods, and the provisions of Part C (clauses 28 to 33) apply only where the Purchase Order is for the performance of Services, in each case as indicated in Schedule 1; (d) headings are for convenience only and do not affect interpretation; and (e) the word “including” and similar words are not words of limitation.

**2. AGREEMENT****2.1 Formation**

This Agreement is formed when a Purchase Order has been issued to the Supplier in acceptance of a written quotation, tender, or offer to supply Goods and/or perform Services from the Supplier.

**2.2 Agreement documents**

This Agreement consists of the following documents, to the exclusion of all terms and conditions contained in documentation provided by the Supplier, including delivery dockets:

- (a) the Purchase Order;
- (b) these Purchase Order terms and conditions; and
- (c) any other attachments to the Purchase Order.

**2.3 Precedence**

If there is any conflict or inconsistency between the documents constituting this Agreement, unless otherwise provided, the documents will rank in order of precedence in accordance with the order in which they are listed in clause 2.2.

**3. TERM**

The Supplier must supply the Goods and/or perform the Services on the terms of this Agreement during the term of this Agreement.

**4. SUPPLIER’S OBLIGATIONS AND WARRANTIES****4.1 Supplier’s general obligations**

The Supplier must:

- (a) supply the Goods and/or perform the Services in accordance with this Agreement, the SEM Values and Code of Conduct, all SEM site policies and procedures (including induction and PPE requirements) and all applicable laws;
- (b) obtain and maintain all necessary regulatory permits and authorisations to supply the Goods and/or perform the Services;
- (c) provide all materials, labour, transport, plant, equipment and everything else necessary for supplying the Goods and/or performing the Services;
- (d) supply the Goods and/or perform the Services with a high degree of professional skill, care and diligence expected of a professional experienced in the relevant field;
- (e) ensure that it and all Supplier Personnel are suitably qualified and experienced and that each exercises the necessary professional skill, care and diligence in supplying the Goods and/or performing the Services;
- (f) regularly consult with SEM regarding the Supply and keep SEM informed of all material matters likely to affect the scope, cost, timing or quality of the Supply;

- (g) cooperate with, and not unreasonably interfere with, work or deliveries by other suppliers and the Principal's personnel at the Site; and
- (h) pay all taxes due in connection with the Supply.

#### **4.2 Supplier's general warranties**

The Supplier warrants to SEM that:

- (a) no Insolvency Event has occurred in relation to the Supplier;
- (b) it has visited the Site (where relevant) and examined and considered all reasonably obtainable information relevant to the risks, contingencies, costs, difficulties and other circumstances influencing the Supplier's performance of the Supply; and
- (c) any tools, plant and equipment used at the Site by the Supplier or Supplier Personnel will be in safe working condition, will be compliance checked (if applicable), will comply with relevant legislative requirements and standards, will be kept secure and fully insured, and will be operated by suitably qualified and competent persons, to the satisfaction of SEM.

#### **4.3 Third party warranties**

The Supplier must obtain all warranties relevant to the Goods and/or Services from the manufacturers or suppliers, including any warranties that are provided by any subcontractor, and ensure that the Principal has the benefit of those warranties.

#### **4.4 Safety data sheets**

The Supplier must provide any Safety Data Sheets required by relevant laws.

### **5. COMPLIANCE WITH LAWS**

#### **5.1 Permits and authorisations**

At all times during the term, the Supplier and all relevant Supplier Personnel must hold such permits, licences, authorisations and accreditations as may be required for the Supplier to perform its obligations under this Agreement in compliance with all relevant laws.

#### **5.2 Supply to comply**

In performing its obligations under this Agreement, the Supplier must comply at all times with:

- (a) the conditions of any permits, licences, authorisations and accreditations held by the Supplier in accordance with clause 5.1;
- (b) all laws applicable to the Supply, including modern slavery, anti-bribery and money laundering, and heavy vehicle chain of responsibility legislation;
- (c) the Principal's site policies and rules, including induction and PPE requirements; and
- (d) any Australian Standards applicable to the Supply.

### **6. DIRECTIONS**

SEM may give reasonable directions to the Supplier as to the manner or time in which the Goods are to be delivered and/or the Services are to be performed. The Supplier must make all reasonable efforts to comply with any such direction, provided that the Supplier will be fairly compensated if it incurs significant additional cost or delay as a consequence of complying with the direction.

## 7. HEALTH, SAFETY AND THE ENVIRONMENT

- (a) The Supplier must comply, and ensure that all Supplier Personnel comply, with all relevant environmental and health and safety legislative requirements and SEM policies and procedures, which are in any way applicable to the performance of the Supplier's obligations under this Agreement.
- (b) All Supplier Personnel attending at the Site must complete all site inductions required by SEM, at the cost of the Supplier, before entering the Site to deliver the Goods and/or perform the Services.
- (c) The Supplier must provide any Safety Data Sheets required by relevant legislative requirements.

## 8. RISKS ACCEPTED BY THE SUPPLIER

### 8.1 Risks accepted by the Supplier

The Supplier accepts all risks associated with the Supply (whether ascertainable or not) other than risks specifically reserved to SEM by this Agreement.

### 8.2 Quantities and non-exclusivity

- (a) Any quantities set out in the Purchase Order are estimated quantities only.
- (b) The Supplier expressly acknowledges that SEM may at any time directly request the supply of goods and/or the performance of services similar to the Goods and/or the Services from any other person.

## 9. PAYMENT

### 9.1 Price

The prices and/or rates set out in the Purchase Order shall be the sole consideration payable to the Supplier under this Agreement, and are deemed to include all risks, Liabilities and obligations expressed or implied in this Agreement or incurred in the course of the Supply.

### 9.2 Invoicing

The Supplier must, by the 7th day of each month, deliver a Tax Invoice in relation to the Supply properly performed in respect of the previous month, setting out particulars of the Supply and the calculations by which the invoice was calculated.

### 9.3 Terms of payment

SEM must make payment of a Tax Invoice within 30 days after the end of the month in which the Tax Invoice is submitted. If SEM fails to pay any undisputed amount by the due date, the Supplier may: (a) charge interest on the overdue amount at the rate of 1% per annum above the Reserve Bank of Australia cash rate, accruing daily from the due date until payment in full; and (b) on not less than 14 days' written notice, suspend further Supply until the overdue amount is paid.

### 9.4 Disputed amounts

If the Principal disputes the whole or any portion of the amount claimed in an invoice submitted by the Supplier, the Principal shall pay that portion of the amount stated in the invoice which is not in dispute, and the Principal shall notify the Supplier in writing of the reasons for disputing the invoice.

### 9.5 Effect of payment

The making of any payment to the Supplier shall not be taken or construed as proof or admission of the Supply, or any part of it, having been performed to the satisfaction of the Principal, but shall be taken to be payment on account.

**9.6 Taxes**

Except as otherwise provided in this Agreement, the Supplier shall pay any and all taxes, duties, excises, assessments and other government charges in connection with the Supply.

**10. INDEMNITY BY SUPPLIER**

- (a) The Supplier indemnifies SEM, its associates and their personnel (together, the Indemnified Persons) against any Loss or claim arising out of or in connection with any act or omission (including negligence) of the Supplier or any Supplier Personnel in providing or failing to provide the Supply, including any Loss or claim arising from:

- (i) any breach of this Agreement, any legislative requirement or other law by the Supplier or any Supplier Personnel;
- (ii) death of or injury to any person; or
- (iii) any loss or destruction of or damage to any tangible property,

This clause 10 is subject to clause 13 (Limitation of Liability), and the Supplier's indemnity is limited to direct Loss arising from any negligent or wilful act or omission of the Supplier or any Supplier Personnel.

- (b) The Supplier's liability to indemnify the Indemnified Persons will be reduced proportionally to the extent that any negligent or unlawful act or omission of SEM or its related bodies corporate contributes to the Loss or claim.

**11. TERMINATION****11.1 Termination on notice by the Principal**

The Principal may terminate this Agreement at any time for any reason whatsoever by providing thirty days' notice in writing to the Supplier.

**11.2 Termination for breach**

Either party may terminate this Agreement immediately by notice to the other party if the other party remains in substantial breach of a fundamental term of this Agreement after seven days' notice in writing to remedy the breach.

**11.3 Immediate termination by SEM**

If the Supplier has not remedied any failure or breach within seven days after being required to do so by SEM in writing, SEM may then terminate this Agreement immediately by notice to the Supplier if:

- (a) the Supplier remains in substantial breach of a fundamental term or requirement of this Agreement;
- (b) the Supplier suffers an Insolvency Event;
- (c) the Supplier ceases or threatens to cease to carry on its business or a substantial part of its business; or
- (d) SEM ceases to carry on its business, or a substantial part of its business or mining activities.

**11.4 Immediate termination by the Supplier**

If SEM has not remedied any failure or breach within seven days after being required to do so by the Supplier in writing, the Supplier may terminate this Agreement immediately by notice to SEM if SEM:

- (a) remains in substantial breach of a fundamental term or requirement of this Agreement, including a failure to pay money that is properly due and owing to the Supplier;
- (b) suffers an Insolvency Event; or
- (c) ceases or threatens to cease to carry on its business or a substantial part of its business or mining activities.

**11.5 Consequences of termination**

- (a) If this Agreement is terminated, the parties are relieved from future performance of this Agreement, without prejudice to any other right of action that has accrued prior to the date of termination.
- (b) Subject to clause 11.5(a), the Supplier is not entitled to any compensation or damages on termination of this Agreement.

**12. EXCLUSION OF CONSEQUENTIAL LOSS**

- (a) Notwithstanding anything in this Agreement (express or implied), in no circumstances whatsoever (including negligence) is SEM or the Supplier entitled to recover from the other party any damages for business interruption or loss of actual or anticipated revenue, income or profits, or any indirect, consequential, contingent or penal damages whatsoever, arising out of or in respect of this Agreement, with the exception of damages recovered under a policy of insurance held by the other party under this Agreement, for which that party's liability shall be limited to the amount recovered under such insurance policy.
- (b) Each party releases the other party from, and indemnifies them and shall keep them indemnified from, any such liability.

**13. LIMITATION OF LIABILITY**

- (a) Each party's total aggregate liability to the other under or in connection with this Agreement, whether in contract, tort (including negligence), under statute or otherwise, is limited to an amount equal to the total fees paid or payable by SEM to the Supplier under this Agreement in the 12 months preceding the event giving rise to the liability.
- (b) The cap in clause 13(a) does not apply to: (i) the Supplier's liability for death or personal injury caused by its negligence; (ii) liability for fraud or wilful misconduct; (iii) the Supplier's indemnity under clause 10 in respect of third party claims for death, personal injury or damage to tangible property; or (iv) any liability that cannot be limited or excluded by law.

**14. CONFIDENTIALITY**

The Supplier undertakes, for a period of two years from the date of completion of the Supply, except where required by legislation, that it shall treat all of SEM's private technical and commercial information as confidential.

**15. USE OF ARTIFICIAL INTELLIGENCE****15.1 Disclosure of AI use**

The Supplier must notify SEM in writing, before use, if it intends to use or relies upon any artificial intelligence, machine learning, large language model, or generative AI tool or service (**AI Tool**) in the performance of the Supply, including where an AI Tool is used to:

- (a) draft, review, analyse, or generate any Deliverable, report, design, correspondence, or other work product provided to SEM;
- (b) process, store, or analyse any Confidential Information, personal information, or data provided by or on behalf of SEM; or
- (c) support decision-making, calculations, estimates, or recommendations relied upon by SEM.

The notice given under this clause 15.1 must identify the specific AI Tool(s), the provider, the intended use case, and the data handling and retention practices of that AI Tool, including whether Confidential Information may be used to train or fine-tune any underlying model.

**15.2 Ongoing obligation**

The obligation in clause 15.1 is ongoing. The Supplier must notify SEM before introducing any new AI Tool, or materially changing the use of an existing AI Tool, in connection with the Supply.

**15.3 Confidentiality safeguard**

Where SEM reasonably considers that use of an AI Tool poses a risk to the confidentiality, security, or integrity of its Confidential Information (including commercially sensitive, proprietary, or personal information), SEM may, at its sole discretion, require that:

- (a) the Supplier and all Supplier Personnel cease using the relevant AI Tool in connection with the Supply; and/or
- (b) any AI-assisted work involving SEM Confidential Information be performed exclusively using SEM's designated corporate AI platform (currently the Sunrise Claude Corporate account), under access arrangements to be provided by SEM.

**15.4 No unauthorised input**

The Supplier must not, and must ensure that all Supplier Personnel do not, input, upload, or otherwise disclose any SEM Confidential Information into any AI Tool that has not been approved in writing by SEM, or that does not provide contractual or technical assurance against use of that data for model training or third party disclosure.

**15.5 Breach**

A failure to comply with this clause 15 is a material breach of this Agreement, without prejudice to any other right or remedy available to SEM, including under clause 14 (Confidentiality) and clause 10 (Indemnity by Supplier).

**16. INTELLECTUAL PROPERTY****16.1 Background IP**

Nothing in this Agreement transfers ownership of either party's Background IP. Each party grants the other a non-exclusive, royalty-free licence to use its Background IP solely to the extent necessary to give effect to this Agreement.

**16.2 New IP**

- (a) All Intellectual Property Rights created, developed or first reduced to practice by the Supplier or any Supplier Personnel in the course of, or arising from, the Supply (New IP), including any designs, drawings, specifications, reports, data, software configurations or other deliverables prepared specifically for SEM under the Purchase Order (Deliverables), vest in, and are hereby assigned to, SEM absolutely on creation, together with all rights to sue for past infringement.
- (b) The Supplier must do, and must ensure that all Supplier Personnel do, all things and execute all documents necessary or reasonably requested by SEM to give effect to, evidence, or perfect the assignment in clause 16.2(a), including registering SEM's ownership of the New IP.
- (c) To the extent any New IP does not vest in SEM automatically on creation, the Supplier holds it on trust for SEM until assigned, and must assign it to SEM immediately on request and at no additional cost.

**16.3 Moral rights**

The Supplier must ensure that all Supplier Personnel consent, in a form enforceable under applicable law, to any act or omission by SEM that would otherwise infringe their moral rights in the New IP or Deliverables.

**16.4 Warranty**

The Supplier warrants that the Supply, and SEM's use of the New IP and Deliverables, will not infringe the Intellectual Property Rights of any third party.

**16.5 Survival**

This clause 16 survives completion, expiry or termination of this Agreement.

**17. SUBCONTRACTING OR ASSIGNMENT**

- (a) The Supplier must not, without the prior written approval of SEM (which must not be unreasonably withheld), subcontract or assign the performance of any part of this Agreement.

- (b) Approval by the Principal of any subcontractor and/or of any subcontract does not release the Supplier from any of its obligations under this Agreement.

## **18. REMOVAL OF PERSONNEL FROM SITE**

The Principal's representative may direct the Supplier to remove from the Site any person employed in connection with the Supply who, in the reasonable opinion of the Principal's representative, breaches the Sunrise Energy Metals Supplier Code of Business Conduct and Ethics published on the Sunrise Energy Metals website, is guilty of misconduct, is incompetent or negligent, or who works in an unsafe manner.

## **19. DISPUTES**

Any dispute in connection with this Agreement must be notified in writing by either party to the other party, setting out details of the dispute (Dispute Notice). Within 14 days of delivery of the Dispute Notice, the parties' representatives must meet to attempt to resolve the dispute. If the dispute is not resolved within 14 days of the first meeting, the dispute must be referred to the senior managers of the parties, who must meet to attempt to resolve the dispute within 14 days of their first meeting. If the senior managers do not resolve the dispute within a further 14 days, either party may: (a) refer the dispute to expert determination (where the dispute is technical in nature) administered by the Resolution Institute under its Rules, the expert's determination being final and binding absent manifest error; or (b) commence proceedings in the courts identified in clause 22 (Jurisdiction). Nothing in this clause 19 prevents a party from seeking urgent interlocutory or injunctive relief at any time.

## **20. FORCE MAJEURE**

Neither party is liable for any failure or delay in performing its obligations under this Agreement (other than an obligation to pay money) to the extent caused by a Force Majeure Event. The affected party must: (a) notify the other party as soon as reasonably practicable of the Force Majeure Event and its expected duration; (b) use reasonable endeavours to mitigate the effects of the Force Majeure Event and resume performance; and (c) keep the other party informed. If a Force Majeure Event continues for more than 60 days, either party may terminate this Agreement on written notice, with no liability arising solely from such termination. Force Majeure Event means any event or circumstance beyond the reasonable control of the affected party that could not have been prevented or avoided by the exercise of reasonable care, including acts of God, war, terrorism, civil unrest, epidemic or pandemic, governmental action, embargo, fire, flood, earthquake, storm, strike (other than a strike by the affected party's own workforce), or failure of utilities or transport infrastructure.

## **21. GENERAL**

### **21.1 Entire agreement**

To the extent permitted by law, in relation to the subject matter of this Agreement, this Agreement:

- (a) embodies the entire understanding of the parties, and constitutes the entire terms agreed between the parties; and
- (b) supersedes any prior written or other agreement between the parties.

### **21.2 Time of the essence**

Time is of the essence in this Agreement, and the Supplier must comply strictly with the date(s) indicated on the Purchase Order for delivery of the Goods and/or performance of the Services.

### **21.3 Relationship of the parties**

The relationship between the Principal and the Supplier is a relationship of principal and independent contractor, and nothing contained in this Agreement shall be construed so as to create a relationship of employment, agency or partnership between the Principal and the Supplier, or between the Principal and any of the Supplier's personnel.

### **21.4 Good faith**

The parties agree to act in good faith and cooperate fully with each other in all dealings under this Agreement.

## **22. JURISDICTION**

Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the state in which the Site is located and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating in any way to this Agreement.

## **23. GOVERNING LAW**

- (a) This Agreement is governed by and must be construed according to the law applying in the state in which the Site is located.
- (b) The United Nations Convention on Contracts for the International Sale of Goods (1980) does not apply to this Agreement.

## PART B – ADDITIONAL TERMS APPLICABLE TO GOODS ONLY

*The provisions of this Part B apply in addition to Part A, only where the Purchase Order is for the supply of Goods.*

### 24. GOODS – ADDITIONAL OBLIGATIONS AND WARRANTIES

#### 24.1 Additional obligations – Goods

In addition to clause 4.1, the Supplier must:

- (a) deliver the Goods to each Delivery Point in good condition and without damage caused by the delivery. The Supplier will replace any damaged Goods at no additional cost to the Principal;
- (b) if required from time to time by SEM, maintain sufficient stocks of the Goods at the Site to meet the requirements of SEM at no additional cost to SEM;
- (c) provide detailed delivery dockets with each delivery, in duplicate. One delivery docket is to be packed with the Goods, the other is to be enclosed and attached to the outside of the consignment. Each delivery docket must contain as a minimum: SEM's Purchase Order number, the quantity and description of the Goods, and details of any items on back order, including a date of delivery; and
- (d) ensure that all Goods are packed, marked and transported in a proper manner and in accordance with the requirements of the carriers.

#### 24.2 Additional warranties – Goods

In addition to clause 4.2, the Supplier warrants to SEM that:

- (a) the Supplier has good title to, and is the sole beneficial owner of, the Goods supplied to SEM under this Agreement, and such Goods will be sold and delivered to SEM free of any charge or encumbrance; and
- (b) the Goods: (i) will be of merchantable quality; (ii) will be free from defects in design, materials and workmanship; (iii) will be fit for purpose; (iv) will meet the relevant Specifications and Australian Standards, and all applicable legislative requirements; and (v) are new unless otherwise agreed.

### 25. RISK, TITLE AND PPSA

#### 25.1 Risk and title

The Goods remain at the Supplier's risk and title will not pass to SEM:

- (a) until the Goods are delivered to, inspected by, and accepted by, SEM at the Delivery Point; or
- (b) where stock is held by the Supplier at the Site, until the Goods are issued to SEM by the Supplier from the relevant store.

#### 25.2 PPSA registration

SEM will cooperate with the Supplier to enable the Supplier to register, under the Personal Property Securities Act 2009 (Cth), the security interests of the Supplier in the Goods under the provisions of this Agreement.

### 26. ALTERNATIVE SUPPLY

#### 26.1 Alternative Supply

- (a) If the Supplier is unable to supply the Goods in accordance with this Agreement, SEM may, at its option and without limiting any other remedy available to SEM, obtain the Goods from a third party, including the Supplier's competitors (Alternative Supply), provided that the Supplier shall have no liability under clause 26.1(b) where the failure to supply arises from a Force Majeure Event or any act or omission of SEM, and SEM shall act reasonably and use reasonable endeavours to mitigate the incremental costs claimed.

- (b) The Supplier will be responsible for, and must pay SEM, all incremental costs associated with sourcing an Alternative Supply.

## **27. GOODS – INSURANCE**

The Supplier must, at its own cost, obtain and maintain goods in transit insurance for not less than the replacement value of the Goods.

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## PART C – ADDITIONAL TERMS APPLICABLE TO SERVICES ONLY

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*The provisions of this Part C apply in addition to Part A, only where the Purchase Order is for the performance of Services.*

### 28. SERVICES – ADDITIONAL OBLIGATIONS

In addition to clause 4.1, in respect of any of the Supplier's own goods used in connection with the Services, the Supplier must obtain, at its cost, all usual trade warranties and any other warranties requested by SEM.

### 29. RECORDS

- (a) The Supplier must maintain accurate records relating to the Services provided to SEM, including any plans, specifications, the Supplier's hours of work, Supplier Personnel engaged, the dates on which the Services were performed, any materials used and any additional work required.
- (b) SEM may inspect the records maintained under clause 29(a) at any time.

### 30. PROTECTION OF PEOPLE AND PROPERTY

#### 30.1 General

The Supplier must, in performing the Services:

- (a) provide all things and take all measures necessary to protect people and property;
- (b) avoid unnecessary interference with the passage of people and vehicles at the Site; and
- (c) use its best endeavours to avoid and minimise any Loss or nuisance arising from its use of the Site.

#### 30.2 Making good

If the Supplier or any Supplier Personnel damage any property, including public utilities and services and property on or adjacent to the Site, the Supplier must promptly make good the damage and pay any compensation to the owner of the property.

#### 30.3 Inspection of plant and equipment

The Supplier must obtain SEM's approval for all plant and equipment that the Supplier proposes to use on the Site. To obtain that approval, the Supplier must present all plant and equipment to SEM's representative for inspection before using that plant and equipment on the Site.

### 31. SUSPENSION

SEM may, without cause, direct the Supplier to suspend the performance of all or any part of the Services.

### 32. SERVICES – ALTERNATIVE SUPPLY

#### 32.1 Alternative Supply

- (a) If the Supplier is unable to perform the Services in accordance with this Agreement, SEM may, at its option and without limiting any other remedy available to SEM, obtain the Services from a third party, including the Supplier's competitors (Alternative Supply), provided that the Supplier shall have no liability under clause 32.1(b) where the failure to perform arises from a Force Majeure Event or any act or omission of SEM, and SEM shall act reasonably and use reasonable endeavours to mitigate the incremental costs claimed.
- (b) The Supplier will be responsible for, and must pay SEM, all incremental costs associated with sourcing an Alternative Supply.

## 33. SERVICES - INSURANCE

### 33.1 Insurance by the Supplier

The Supplier must, at its own cost, obtain and maintain the following insurances for the Term (see also Schedule 1, Item 11, and clause 27 for insurance required additionally for Goods):

- (a) **General and products liability insurance** for an amount of not less than \$20,000,000;
- (b) **Professional indemnity insurance** for an amount of not less than \$10,000,000, where the Services involve advice to SEM;
- (c) **Worker's compensation insurance** for an unlimited amount (or the maximum available under statute);
- (d) **Comprehensive motor vehicle insurance** where the Supplier uses motor vehicles in connection with the Supply;
- (e) **Compulsory third-party insurance** governing the use of motor vehicles used at any time in connection with the Supply; and
- (f) **Plant and equipment liability insurance** for not less than \$20,000,000, where the Supplier uses its own plant or equipment at the Site.

### 33.2 Evidence of insurance

Before the commencement date, the Supplier must provide SEM certificates of currency to evidence the existence of the policies required to be arranged by the Supplier and its subcontractors in respect of such insurance, and shall provide updated certificates of currency during the term.

## SCHEDULE 1 – KEY DETAILS

|                                                                                                                                                                                                               |                                                            |                                                                                                                                                                                                                                                                                |                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| 1                                                                                                                                                                                                             | <b>Principal</b>                                           | <b>Sunrise Energy Metals Pty Ltd</b><br>(ABN 34 127 457 916)<br>Level 23, 80 Collins Street<br>Melbourne VIC 3000                                                                                                                                                              | <b>SRL Ops Pty Ltd</b><br>(ABN 21 008 755 155)<br>218 – 226 Clarinda Street,<br>Parkes, NSW 2870, Australia |
| 2                                                                                                                                                                                                             | <b>Supplier</b>                                            | [Name], [ABN], [Address], [Telephone], [Email]                                                                                                                                                                                                                                 |                                                                                                             |
| 3                                                                                                                                                                                                             | <b>Representatives</b>                                     | <b>Principal</b><br>[Name] + [Email address]                                                                                                                                                                                                                                   | <b>Supplier</b><br>[Name] + [Email address]                                                                 |
| 4                                                                                                                                                                                                             | <b>Dates</b>                                               | <b>GOODS</b><br>[Date] of delivery / performance                                                                                                                                                                                                                               | <b>SERVICE</b><br>[Date] of performance / commencement                                                      |
| 5                                                                                                                                                                                                             | <b>Term</b>                                                | [Period term / Time] of delivery/service                                                                                                                                                                                                                                       |                                                                                                             |
| 6                                                                                                                                                                                                             | <b>Delivery Point</b><br><b>(Goods / Service Location)</b> | Melbourne office, Parkes office, Syerston Site (store)<br>Other (3 <sup>rd</sup> party/employee/supplier/sub-contractor)                                                                                                                                                       |                                                                                                             |
| 7                                                                                                                                                                                                             | <b>Insurance Requirements</b>                              | <b>Insurance Type</b><br>General and products liability<br>Goods in transit insurance (Goods only)<br>Professional indemnity insurance (Services involving advice only)<br>Worker's compensation insurance<br>Comprehensive vehicle insurance<br>Plant and equipment liability | <b>Insurance Value</b><br>Goods – Refer Clause 27<br>Services – Refer Clause 33                             |
| 8                                                                                                                                                                                                             | <b>Description / Items</b>                                 | <b>GOODS</b><br>Detailed description<br>Item/part number if available<br>Quantity                                                                                                                                                                                              | <b>SERVICE</b><br>Scope of works                                                                            |
| The supplier shall not provide/deliver goods or perform services not detailed in the purchase order description of goods or scope of works without the Principal's express written approval on each occasion. |                                                            |                                                                                                                                                                                                                                                                                |                                                                                                             |

|           |                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                  |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           | Any item delivery not in the purchase order description or outside of the scope works performed without the Principal's prior written agreement will be to the Supplier's sole account. |                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                  |
| <b>9</b>  | <b>Specifications / Standards</b>                                                                                                                                                       | Relevant specifications or standards to be complied with / achieved.                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                  |
| <b>10</b> | <b>Delivery / Performance Milestones</b>                                                                                                                                                | <b>GOODS</b><br><br>Required/Expected delivery time<br><br>Staggered time – items/quantity/partial delivery                                                                                                                                                                                                                                                                                             | <b>SERVICE</b><br><br>Schedule<br><br>Physical delivery milestones and approval requirements<br><br>Financial milestones/value or quantity/approval requirements |
| <b>11</b> | <b>Cost Estimate (excluding GST)</b>                                                                                                                                                    | Item(s) Description<br><br>Quantity<br><br>Item(s) price excluding GST<br><br>Nominated term of fixed pricing if applicable                                                                                                                                                                                                                                                                             |                                                                                                                                                                  |
| <b>12</b> | <b>Additional Costs (excluding GST)</b>                                                                                                                                                 | Additional costs, reimbursements, travel, sub-contractors, accommodation, warranties, freight, installation or commissioning costs or other to be itemised.<br><br>If the additional cost item is unforeseen it should be communicated to the Principal at the first available opportunity and then authorised in writing or via purchase order amendment before invoicing the Principal for that item. |                                                                                                                                                                  |