

1.0 SERVICES

- 1.1 The Company shall issue to the Contractor a Work Order for the provision of each Goods and Services required.
- 1.2 No terms stated by the Contractor in accepting or acknowledging the Company's Work Order given under clause 1.1 will be binding upon the Company unless accepted in writing by the Company.
- 1.3 The Contractor must comply with all reasonable directions of the Company.
- 1.4 The Services to be supplied by the Contractor are only to be performed in accordance with the terms and conditions of this Agreement and the applicable laws and regulations pursuant to clause 10.0.
- 1.5 The time for performance of the Services is of the essence. If at any time the Company believes that the Contractor will not be able to deliver the Goods and or Services in accordance with the specified time(s), the Contractor will be required to show cause why the Company should not terminate the request for the specific Goods and Service(s) or alternatively and the Agreement in accordance with clause 13.1. The Company may without prejudice to any other rights which it may have, terminate this Agreement in accordance with clause 13.1 and make such other arrangements as the Company may consider necessary or desirable in the circumstances. Any additional expenditure incurred by the Company in connection therewith shall be reimbursable by the Contractor upon demand.
- 1.6 The Contractor must at its own cost supply all labour, tools, equipment and materials necessary for the supply of the Goods and Services. The Contractor must at its own expense obtain all requisite licences and permits and comply with all laws and regulations in connection with the supply of the Goods and Services.

2.0 DEFINITIONS

In these Conditions the following words shall have the meanings hereby assigned to them:-

- "Agreement" means the agreement resulting from the signed acceptance of this document by the Contractor and includes a Work Order.
- "Business Day" means a day that is not a Saturday, Sunday or public holiday in Western Australia.
- "Company" means Yara Pilbara Fertilisers Pty Ltd, Yara Pilbara Nitrates Pty Ltd, Yara Pilbara Services Pty Ltd or Karratha TAN Pte Ltd or any of their Related Bodies Corporate (as applicable) and it's permitted assigns, successors or agents that may exist from time to time.
- "Contractor" means the person, firm or organisation who executed this Agreement.
- "Goods" means the goods to be supplied as specified or referred to in the Scope of the Services on the cover page and shall include any variation or amendment to the Goods approved by the Company in writing.
- "GST" has the meaning of given in the GST Act.
- "GST Act" means a New Tax System (Goods and Services Tax) Act 1999 (Cth).
- "Industry Best Practice" means the standards (including any relevant Australian Standard), practices and methods generally followed by and that degree of skill and diligence that would ordinarily be expected of a skilled and experienced contractor in the course of supplying goods and services similar to the Goods and Services.
- "Party(ies)" means individually or collectively the Company and / or the Contractor.
- "Related Bodies Corporate" has the same meaning as that term is defined in the Corporations Act 2001 (Cth).
- "Scope of Services" means the written description of the Goods and Services, and the performance of such, as agreed between the Parties.
- "Services" means the services (including any goods to be supplied that are ancillary to the performance of the Services) to be rendered as specified or referred to in the Scope of Services on the cover page and shall include any variation or amendment to the Services approved by the Company in writing.
- "Site" means the Yara Pilbara Fertiliser complex located at Lot 564 Village Road, Burrup WA 6714 or the Yara Pilbara Technical Ammonium Nitrates (TAN) facility located at Lot 3017 Village Road, Burrup WA 6714.

- "Tax Invoice" has the same meaning as in the GST Act.
- "Work Orders" means formal written instructions defining the works to be completed issued by the Company to the Contractor.

3.0 QUALITY

- 3.1 The Goods and Services must:
 - (a) match the description in this Agreement and any Work Orders;
 - (b) correspond with any sample which the Contractor provided to, or showed, the Company prior to this Agreement;
 - (c) comply with any laws, regulations, licences, permits or approvals applicable to the Goods and Services;
 - (d) be fit for the purpose for which the Goods and Services of the same kind are commonly provided and any other purpose which the Company makes known to the Contractor;
 - (e) comply with any specifications or plans supplied by the Company for the supply of the Goods and Services; and
 - (f) be in accordance with Industry Best Practice.
- 3.2 The Goods must be new and of merchantable quality.
- 3.3 The Contractor agrees that the Company may inspect the Goods and Services at any time and at any premises (whether or not the premises are in the control of the Contractor).
- 3.4 The Company may reject the whole or any part of the Goods supplied and the Services performed, or being performed, that do not comply with this Agreement. The Goods and Services rejected shall be re-supplied or rectified at no additional cost to the Company.

4.0 PRICES AND RATES

- 4.1 The prices and rates shown in this Agreement shall remain firm and fixed for the duration of this Agreement and shall not be subject to amendment or variation during the Term.

5.0 GST

- 5.1 The Contractor may increase the price payable by the Company by an amount equivalent to the GST payable by the Contractor in relation to the Goods and Services provided by the Contractor under this Agreement provided that the Contractor has taken all reasonable steps to ensure that the amount of GST payable is minimised (taking into account the abolition of existing taxes on or after the date of the GST) and that the ability of the Company to claim input tax credits is not impeded by the action or inaction of the Contractor. The Contractor when claiming the GST shall state in its invoice the GST payable and if requested a calculation of the GST claimed and documentation evidencing such calculation

6.0 TIMESHEETS AND INVOICES

- 6.1 For lump sum works, the Contractor must provide a Summary spreadsheet, progress statement, service docket or practical completion certificate detailing completion of works, punchlist items and warranties, which has been countersigned by a Company Representative
- 6.2 For Schedule of Rates works, The Contractor is to record the hours of work undertaken, including any third party goods delivered to site and incorporated into the Services and/or third party contractors utilised to perform Services, in relation to this Agreement on daily timesheets to be verified and authorised by the nominated Company site representative.
- 6.3 All hours worked and any third party goods and services are to be referenced with the applicable Work Order Numbers.
- 6.4 Duplicate copies of the signed timesheets are to be issued to the Company's Site Representative by the morning following the day the works were undertaken. Reimbursement shall only be applicable for hours worked on site that are verified and authorised by the Company Site Representative.
- 6.5 The Contractor shall issue one (1) invoice per calendar month with copies of timesheets and supporting documentation.
- 6.6 The Contractor must submit a valid Tax Invoice (as defined in the GST Act) to the appropriate Company's entity within 30 days of delivery of the Goods or performance of the Services, by email to e-invoice@yara.com. Tax invoices must contain the Purchase Order number and sufficient information for the Company to determine if the Goods and Services have been provided in accordance with the Purchase Order and these terms.



7.0 PAYMENT

7.1 Unless otherwise specified herein, invoices are due and payable on the last day following the end of the month from receipt of the duly substantiated invoice and after all requirements of this Agreement have been completed to the Company's satisfaction including the provision of all information including but not limited to signed timesheets and delivery dockets reasonably required to substantiate the invoice amount. Unless otherwise detailed herein an invoice shall only be submitted by the Contractor to the Company following delivery and acceptance of all Goods and/or Services by the Company. Where the due date for payment falls on a weekend or public holiday, the effective due date shall be extended to the following Business Day.

7.2 If the Company disputes the Contractor's invoice:

- (a) the Company will pay the undisputed amount (if any) and dispute the balance; and
- (b) the disputed amount will be resolved in accordance with the dispute resolution process under clause 22.0.

8.0 CONTRACTOR TO INFORM ITSELF

8.1 The Contractor shall be deemed to have obtained before commencing the Services all necessary information as to the location(s), local conditions, facilities, all requisite local authority and other statutory consents and all other relevant information and authorisation of whatever nature.

8.2 The Company shall not be liable for any inaccuracy or insufficiency of any information as outlined in 8.1 above.

9.0 CODE OF CONDUCT

9.1 The Contractor shall apply standards of business conduct in the conduct of its business which are consistent with Yara International ASA group's "Code of Conduct for Yara's Business Partners", a copy of which is available on website http://www.yara.com/about/corporate_governance/ethics_program_and_conduct/index.aspx. Non-compliance by the Contractor of the terms of the Code of Conduct for Yara's Business Partners shall entitle the Company to terminate the contract immediately without liability.

10.0 APPLICABLE LAWS, REGULATIONS AND DIRECTIONS

10.1 The Contractor shall ensure that all persons for whom it is responsible or over whom it is capable of exercising control, whilst they are upon the Site, or upon the Company's premises, leases or property comply, where applicable, with the following:-

- (a) The requirements of all statutory enactments and all ordinances, regulations, by-laws, orders and proclamations made or issued by appropriate authorities; .
- (b) The lawful requirement of all statutory, public, municipal, local or other authorities;
- (c) All instructions and all lawful directions issued by the Company or its authorised inspectors or agents;
- (d) The health, safety, industrial and environmental regulations applicable to the Site including the requirements of the Company as existing at any time and any other obligation in any way affecting or applicable to the performance of the Contractor's obligations under this Agreement.

11.0 LIABILITY OF CONTRACTOR

11.1 The Contractor shall be liable for any loss, damage or injury caused by the Contractor or any servant or agent of the Contractor to third parties or the properties of third parties or to the Company's servants or agents or to the property of the Company, including any motor vehicle of or provided by the Company which is damaged whilst in the possession, custody or control of the Contractor or his personnel regardless of any insurance held by the Company.

11.2 The Contractor hereby indemnifies and agrees to keep indemnified the Company against any claim, demand, suit, action or proceeding which may be brought against the Company by the Contractor's personnel or any other person whether or not claiming through, or under, the Contractor in respect of injury or damage to any property real or personal, or personal injury to or death of the Contractor's personnel caused by or resulting from any act, matter or thing done or omitted to be done by the Contractor's personnel or the Contractor, its servants or its agents.

12.0 INSURANCE

12.1 The Contractor shall, at all times during the term of this Agreement, maintain the following insurances with an insurance organisation acceptable to the Company and require all its sub-contractors to maintain similar insurances.

- Workers' Compensation including a principals' indemnity extension covering both Act and common law liability for an unlimited amount, or such lesser amount as may be limited by the relevant state law.
- Public Liability with an overall limit of not less than A\$20,000,000 per occurrence.
- Automobile Bodily Injury and Property Damage covering motor vehicles engaged in the Services to a limit of not less than A\$5,000,000 and Motor Vehicle Damage insurance covering all motor vehicles provided by the Company or the Superintendent to the Contractor.
- Professional indemnity with an overall limit of not less than A\$5,000,000 per occurrence.
- Compulsory Third Party Bodily Injury covering all motor vehicles engaged in the Services.

12.2 The insurances referred to in these sub-clauses shall be obtained in the name of the Company, the Contractor and all its sub-contractors and shall contain a cross liability endorsement and a waiver of subrogation clause naming the insured, their directors, officers and employees as interested parties under the policy.

13.0 TERMINATION

13.1 The Company may terminate this Agreement immediately on written notice to the Contractor if the Contractor becomes insolvent, commits an act of bankruptcy, enters into administration, appoints a liquidator, receiver, manager or controller, or if the Contractor breaches any term of this Agreement, including any of the warranties, without prejudice to any other rights (including damages) that the Company may have as a result of the Contractor's breach.

13.2 If the Company terminates this Agreement under clause 13.1, the Contractor will not be entitled to any claim against the Company.

13.3 The Company may, at any time and without reason during the performance of the Services, terminate this Agreement by notice in writing to the Contractor. In the event of such termination the liability of the Company to the Contractor shall not exceed the amounts properly payable (in the case of schedule of rates agreement) for Services completed at the date of termination or, in the case of a lump sum agreement, for the value of the Services completed by the Contractor at the date of termination.

14.0 ASSIGNMENT AND SUBCONTRACTING

14.1 The Contractor may not assign this Agreement in whole or in part without the prior written consent of the Company, and such consent shall be entirely at the discretion of the Company.

14.2 The Company may assign its rights and obligation under this Agreement at any time by notifying the Contractor of such assignment.

14.3 The Contractor may not sub-contract any supply of the Goods or Services required under this Agreement without the Company's prior written consent.

15.0 GOVERNING LAW

This Agreement shall in all respects be governed by and construed in accordance with the laws for the time being of the State of Western Australia and all courts competent to hear appeals therefrom.

16.0 INDEPENDENT CONTRACTOR

The Contractor shall undertake the Agreement as an independent contractor and neither the Contractor nor any of its sub-contractors nor their respective employees, agents or servants shall be considered as agents, servants or employees of the Company for any purpose whatsoever. The Contractor shall not bind or commit or purport to bind or commit the Company in any way whatsoever, except with prior written consent of the Company



17.0 CONFIDENTIALITY

- 17.1 The Contractor shall, and shall ensure that its sub-contractors and its personnel shall, keep secret and confidential and not disclose to any third party any information, data, specification, drawings, reports or other documents and things supplied by the Company to the Contractor or brought into existence by the Contractor during the performance of this Agreement and the Contractor shall take or cause to be taken such reasonable precautions as may be necessary to maintain secrecy and confidentiality in matters herein referred.
- 17.2 The Contractor shall not advertise, publish or release information to the public concerning this Agreement, the Services or the operation of the Company without prior written consent of the Company.
- 17.3 The obligations of the Contractor under this Clause shall continue notwithstanding the termination or expiration of this Agreement.

18.0 VARIATIONS

- 18.1 The Company may at any time and from time to time by notice in writing to the Contractor, vary the Scope of Services by way of increase or decrease in the scope or change in the character quality, number or identity of the personnel, tools and equipment or materials used in the performance of the scope.
- 18.2 The Contractor shall comply with the notice and shall be bound by the same conditions as though the contents of the notice and any variation thereby made were included in the Agreement.
- 18.3 In so far as they are applicable, the prices and rates for the Goods and Services shall be used by the Contractor to calculate the cost of a variation but otherwise the cost of a variation shall be estimated by the Contractor at the lowest reasonable cost consistent with sound construction practices.
- 18.4 The Contractor shall not be entitled to a variation without written notice from the Company.

19.0 FORCE MAJEURE

- 19.1 Neither Party shall be liable for failure to perform its obligations if such failure results from Force Majeure.
- 19.2 For the purposes of this Agreement "Force Majeure" shall mean a cause of any kind whatsoever beyond the reasonable control of the Party affected and which could not have been avoided by the exercise of due diligence by the Party affected, the Party claiming Force Majeure shall use all possible diligence to remove the cause of the Force Majeure as quickly as possible, insofar as it is able to do so. If any period of Force Majeure continues for fourteen (14) days or more, the Company may terminate the Agreement in accordance with clause 13.0 of this Agreement.

20.0 SET-OFF AND AUDIT

- 20.1 The Company may deduct from payments to the Contractor any amounts due from or payable by the Contractor.
- 20.2 The Contractor must maintain a correct set of records relating to the performance or purported performance of this Agreement.
- 20.3 The Company shall have the right during this Agreement and for two (2) years thereafter, to examine, copy and audit the Contractor's and its sub-contractor's books and records to verify the Contractor's invoices and this right shall continue notwithstanding the termination or expiration of this Agreement.

21.0 WARRANTY

- 21.1 The Contractor must hold manufacturer or supplier warranties that adequately cover any goods, products or materials used in conjunction with the Goods and Services. The protection of all such warranties must extend to the Company.
- 21.2 The Contractor must provide no less than 12 months warranty from the completion date on all Goods and Services. If the Contractor is able to provide a longer warranty on any of the Goods and Services, then it must provide the longer warranty period to the Company (**Warranty Period**).
- 21.3 At any time during the Warranty Period, the Company may direct the Contractor to rectify any omission, fault or defect in the Goods and Services. The Contractor must do so at its own cost and at times and in a manner which causes as little inconvenience to the operations of the Company as is reasonably possible.
- 21.4 The Warranty Period will likewise apply to any part of the Goods and Services which has been re-performed, repaired or replaced in accordance with clause 21.3.

- 21.5 If the omission, fault or defect is not rectified by the Contractor in accordance with this clause 21.0 and within the time required by the Company, the Company may rectify, or arrange for others to rectify, the non-compliant Goods and Services at the Contractor's cost which shall constitute a debt due from the Contractor to the Company, but without prejudice to any other rights which the Company may have against the Contractor.
- 21.6 The Contractor warrants that it is and shall remain while performing the Services fully experienced and properly qualified, registered and/or licensed, equipped, organised and financed to carry out the Services under this Agreement.

22.0 DISPUTE RESOLUTION

- 22.1 Any dispute between the Parties must be resolved in accordance with the provisions of this clause.
- 22.2 The Parties acknowledge that while disputes may arise from time to time, their common intent is to ensure that any dispute is resolved in a timely and cost effective manner.
- 22.3 In the event of any dispute or difference arising between the Contractor and the Company, as to the construction of this Agreement or as to any matter or thing of whatever nature arising under or in connection with this Agreement, then either Party will give to the other notice in writing adequately identifying the matters and subject of that dispute or difference.
- 22.4 Within five (5) days of service of a notice, the Parties' respective senior executive officers must meet and use all their reasonable efforts to resolve the dispute.
- 22.5 If the Parties are unable to resolve the dispute within a further ten (10) days after meeting in accordance with clause 22.4,

- (a) the Contractor may serve a notice to the Company requiring the Company to, within 5 business days, elect for the dispute to be referred to either:
 - (i) arbitration in accordance with, and subject to, the Institute of Arbitrators and Mediators Australia Rules for the Conduct of Commercial Arbitrations; or
 - (ii) litigation in a competent court of Western Australia.

and if the Company fails to respond with 5 business days, the Contractor may commence proceedings in either of the forums identified in subclauses (i) and (ii) above; or

- (b) the Company may elect to have the dispute referred and may commence proceedings in either forum identified in subclause (a)(i) and (a) (ii) of this clause 22.5.

- 22.6 If the dispute is referred to arbitration in accordance with clause 22.5, unless the parties agree upon an arbitrator, either party may request a nomination from either the President OR the Chapter Chairman of the Institute of Arbitrators and Mediators Australia, Western Australia.

- 22.7 The commencement of legal determination pursuant to this clause 22.0 shall be a pre-condition to either Party seeking relief before the courts of any place.

- 22.8 Notwithstanding the existence of any dispute, the Parties agree that during any period of such dispute the Contractor will continue to perform its obligations without limitation under the Agreement as if no such dispute exists between the Parties.

23.0 HEALTH, SAFETY & ENVIRONMENT & SITE PROCEDURES

- 23.1 HSE Management

The Company places high importance on health, safety and environment (HSE). The Contractor, the Contractor's personnel and subcontractors shall comply at all times with the Company's HSE systems and procedures.

- 23.2 Safety Management Systems

The Contractor shall perform all activities in strict accordance with the Company's safety management systems. In particular, they shall follow the Company's permit to work procedure while at site.

The Contractor shall be responsible for the safety of their personnel and subcontractors while at work. They shall carry out proper job safety analysis of the work and update the Company's representatives on all associated risks with the work.

The Contractor, the Contractor's personnel and subcontractors shall be required to participate and comply with all of the Company's safety drills and routines.

23.3 Site Procedures

The Contractor, the Contractor's personnel and subcontractors shall familiarise and adhere to the Company's Site Procedure and related documents and procedures.

24.0 INTELLECTUAL PROPERTY

24.1 The Contractor hereby assigns the copyright and all intellectual property rights (unless otherwise agreed herein) in all documents and material it produces in performing the Services, to the Company.

24.2 If the Contractor is a corporation then it shall obtain such a waiver and consent in favour of the Company from all its personnel involved in the production of documents and material under this Agreement.

24.3 The Contractor warrants that the Company will not infringe any copyright or intellectual property rights of any person by the Company's use and receipt of the Goods and Services.

24.4 The copyright and all intellectual property rights in all information and materials given to the Contractor from the Company under this Agreement remains the property of the Company. Such information and material is made available to the Contractor subject to:

- (a) it only being used for the purposes of this Agreement; and
- (b) all such information, materials and copies being returned to the Company on completion of this Agreement and are not to be used for any other purpose.

25.0 INCONSISTENCY

In the event that any of the special conditions as set out in or attached to this Agreement or any of the appendices to the special conditions are inconsistent with the Agreement then the special conditions or the appendices shall prevail to the extent of such inconsistency.

26.0 SITE ACCESS

Where the Contractor's obligations under this Agreement requires the Contractor to access or undertake Works on the Company's premises or the Contractor elects to access the Company's premises the Contractor will be required to adhere to the Company's Conditions of Site Entry.

CONDITIONS OF SITE ENTRY

26.1 All personnel undertaking works on site during the course of providing the Services or requiring regular entry to site must comply with all instructions and all lawful directions issued by the Company or its authorised inspectors or agents.

26.2 All personnel undertaking works on site during the course of providing the Services or requiring regular entry to site must comply with the health, safety, industrial and environmental regulations applicable to the Site including the requirements of the Company as existing at any time and any other obligation in any way affecting or applicable to the performance of the Contractor's obligations under this Agreement.

26.3 All personnel undertaking works on site during the course of providing the Services or requiring regular entry to site must comply with all the Company's HESQ systems and procedures and must perform all activities in strict accordance with the Company's safety management systems.

26.4 All personnel undertaking works on site during the course of providing the Services or requiring regular entry to site must have successfully completed the Company's Site induction prior to accessing site. The induction must be valid.

26.5 All personnel engaged by the Contractor must be suitably qualified and experienced for the works that are required to be undertaken on site during the course of providing the Services.

26.6 All personnel must be fit for the works to be undertaken on site during the course of providing the Services.

26.7 The Contractor agrees to provide valid medical certification from a qualified medical practitioner as requested by the Company to verify that any personnel engaged by the Contractor to provide the Services are fit for work. This may be, but is not limited to individuals returning to work following a work or non-work related injury or illness or "for cause".

26.8 All Contractor personnel must be responsible for the provision of their own Personal Protective Equipment ("PPE") (including but not limited to, cotton (non static) long sleeve shirt and pants, safety glasses, safety boots, and hard hat) and any tooling required to undertake any works that are carried out on site during the course of providing the Services. Equipment to be used in plant hazardous areas shall be intrinsically safe.

26.9 The Company shall provide additional Personal Protective Equipment ("PPE") in the form of escape hoods and Diphoterine (DAP). It is mandatory for all personnel to carry this equipment on them at all times when working on Site in the relevant zones.

26.10 All personnel engaged by the Contractor may be subject to Drug and Alcohol testing conducted by the Company's agent prior to entry to the Site. Any personnel refusing a test shall be refused entry. The Company's Drug and Alcohol Policy is available upon request.

26.11 All personnel engaged by the Company are required to have a current Dangerous Goods Security Card (DGSC) prior to accessing site.

26.12 The Company and the Company's agents have the right to reject entry of any person to access the site for any reason.

26.13 On entry or exit of the site all personnel engaged by the Contractor may be subject to search (personnel or vehicle) conducted by the Company's agent. Any personnel refusing a search shall be refused entry/or re-entry.

26.14 All Contractor personnel must enter and exit site through the designated gate entry and must swipe in and out using the access cards provided by the Company.

26.15 Vehicle entry is subject to the vehicle meeting the Company's vehicle requirements which include but are not limited to the vehicle being fuelled by diesel, being in sound operating condition and being without fuel or oil leaks. If vehicle entry is required the Contractor or it representative must request and complete the Company's "Mobile Plant Inspection Sheet" prior to requesting vehicular entry.

26.16 All power tools must be tagged by a certified electrical contractor. All tools and materials taken onto Site or off the Site must be accompanied by a materials movement form signed by the Company's authorised personnel.

26.17 For Contractor's personnel undertaking works at the Company's premises or requiring multiple visits to the Company's premises the Contractor must complete and submit to the Company a "Site Entry" request form notifying the Company of the names and employment history and other related information for all the employees, agents or subcontractors of the Contractor requiring access. This form must be submitted not less than twenty four (24) hours, prior to the proposed date for mobilisation to the Company's premises.

26.18 Site visitor access to the Company's premises may be arranged for personnel whom have not undertaken an induction within the last 12 months, or who do not have a current Dangerous Good Security Card (DGSC) however access requires such personnel to be escorted by an inducted representative of the Company at all times whilst on Site.

26.19 The Company operates a smoke free site. No smoking is allowed within the site boundaries and all lighters, matches and e cigarettes are banned.

SITE VISITS

26.20 To arrange a Site visit for personnel not holding a current induction or Dangerous Good Security Card (DGSC), the Contractor must complete the Company's "Site Visit Request" form and issue to the Company twenty four (24) hours prior to the Site visit requirement and contact the Company representative to ensure that access has been granted and to agree on an appropriate time for an escorted Site visit and report to the security hut at the gate entry to the Site at the agreed time, dressed with PPE.

27.0 OTHER

27.1 Where the Contractor comprises of more than one person or entity, each of them shall be jointly and severally liable for the full performance of the Contractor's obligations under this Agreement.

27.2 No obligation in this Agreement is waived unless it is waived in writing and signed by the Parties.

27.3 Where any provision of this Agreement is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions of this Agreement.