

## RFQ Terms and Conditions

### 1. **Definitions and Interpretation:**

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In these RFQ Terms and Conditions, the following terms have the meanings set out below:

**RFQ** means the request for quotation issued by Rio Tinto.

**Supplier** or **you** means a supplier of goods and/or services who will be participating in the RFQ.

**Supply** means the goods and/or services described in the RFQ.

### 2. **Submission of Quotations:**

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2.1 You are requested to submit your quotation by the date specified in the RFQ.

2.2 Please notify Rio Tinto as soon as possible if you do not intend to submit a quotation in response to the RFQ.

### 3. **Quotation Requirements:**

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3.1 Rio Tinto is only seeking quotations from potential Suppliers, and makes no representation or promise in relation to procuring the Supply or any other work from a Supplier or Suppliers.

3.2 Without limiting the actions that Rio Tinto is entitled to take, Rio Tinto reserves the unconditional right, at its sole discretion, to:

- (a) reject any or all quotations or to waive irregularities in quotations;
- (b) accept all or any part of a particular quotation (including, for example, accepting different quotations in relation to different aspects of the Supply);
- (c) accept any particular quotation submitted even though the pricing or some other aspect specified in that quotation may not be as favourable as some other quotation;
- (d) review, evaluate, and dispose of any quotation as it sees fit;
- (e) run parallel negotiations with Suppliers or deal exclusively with a Supplier;
- (f) accept or reject any quotation without assigning any reason; and
- (g) suspend or discontinue, temporarily or permanently, the RFQ process at any time and for any reason,

without being under any obligation to give reasons for undertaking any of the actions specified in paragraphs 3.2(a) to (g).

3.3 You may be requested to discuss the details of your quotation during the evaluation process.

3.4 You may amend or withdraw your quotation by providing written notice before the deadline specified in the RFQ.

3.5 Rio Tinto may engage in discussions or negotiations with any Supplier without any obligation to other Suppliers.

3.6 Rio Tinto is not obligated to award a contract or pay any costs incurred in the preparation of a quotation.

## 4. **Contractual Engagement:**

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Please note that Rio Tinto will consider a quotation submitted in reply to the RFQ to be an offer from you to perform the Supply on the basis of that quotation. Accordingly, please review Rio Tinto's Global Purchase Order Conditions for Goods and Services (which are available at: <https://www.riotinto.com/-/media/Content/Documents/Suppliers/Terms/RT-Purchase-order-global-goods-and-services-EN.pdf>) which will form the basis for any Supply arrangement entered into between Rio Tinto and you.

## 5. **Confidentiality and Data Privacy:**

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- 5.1 The RFQ and any other information given to you (together, "**Information**") may not be used for any purpose other than the submission of your quotation to Rio Tinto and may not be disclosed or released to any other person. You will be liable to Rio Tinto for any unauthorised disclosure of information by any of your personnel or by any person to whom you supply the Information.
- 5.2 You must not copy or reproduce any Information except for the purpose of preparing and submitting your quotation to Rio Tinto, and then only to the extent reasonably necessary.
- 5.3 You must permanently destroy or delete all Information within 48 hours of the earlier of:
- (a) declining to submit a quotation to Rio Tinto;
  - (b) the closing date for quotations, if you do not submit a quotation; or
  - (c) Rio Tinto requesting you to do so.
- 5.4 Please read Rio Tinto's Supplier Privacy Statement (available at: <https://www.riotinto.com/about/suppliers>). It describes how the personal data of your personnel is handled by Rio Tinto in connection with this request and your responsibility to inform them of such processing. By responding to our request you are understood to have obtained any necessary consents and notices in respect of the personal data processing described in the Supplier Privacy Statement. .

## 6. **Rio Tinto Business Practices**

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Please refer to Rio Tinto's 'Supplier Code of Conduct' available at [www.riotinto.com](http://www.riotinto.com). This document constitutes Rio Tinto's statement of its business practices and standards. Any contract entered into with Rio Tinto will contain a provision requiring adherence to Rio Tinto's 'Supplier Code of Conduct'.