

Global Purchase Order Conditions for Goods and Services

General Terms

Commercial terms

1. Definitions

Accumulation Period, where used in a PO, means the period commencing on the first day of a calendar month and ending on the last day of that calendar month.

Affiliate means any corporate entity which, directly or indirectly, controls, is controlled by, or which is under the same management or control of, a party.

Confidential Information means:

- (a) the terms of this Contract;
- (b) all information of any nature which:
 - (i) a party may have or acquire before or after the Start Date, however conveyed, whether or not designated as "confidential" by the disclosing party; or
 - (ii) under the circumstances of disclosure ought reasonably to be considered as confidential; and
- (c) in the case of RT, includes the Contract IP, RT IP, RT Data and the Deliverables.

Contract is defined in clause 2.1.

Contract IP means all IPR created or developed in connection with the Supply, including IPR in the Deliverables.

Defect Liability Period means the period which runs from:

- (a) in connection with Goods, the date on which the Goods are accepted in accordance with this Contract; or
- (b) in connection with Services, the date on which provision of the Services is completed,

and which ceases on the expiry of the period identified as such in the PO or, where such period is not identified in the PO, a period of 1 year or the minimum period required by any applicable law, whichever is the latest.

Deliverables means anything Supplier creates or develops for the purposes of the Supply, including data, datasets, technical materials, drawings, specifications, documentation, reports, recommendations or information.

Delivery Date means the date by which any Supply must be delivered as stated in this Contract.

Delivery Point means the location identified in the PO for delivery of any Goods.

Goods mean the goods identified in the PO (whether tangible or intangible) to be provided by Supplier.

Hazardous Substances means any substances which, under applicable laws:

- (a) are defined as pollutants, contaminants, dangerous substances, toxic substances, hazardous or toxic chemicals, hazardous waste, or any other such substance; or
- (b) require reporting, investigation, removal or remediation.

HSE means health, safety and environment.

Incoterm means the Incoterms 2020 published by the International Chamber of Commerce.

Indirect Tax means any value-added tax, goods and services tax or similar tax which is imposed, claimed, levied, or assessed by, or payable to, any applicable body.

Insolvency Event means where a party becomes insolvent, bankrupt, makes an arrangement with its creditors or files a petition or other proceeding in bankruptcy or for protection from its creditors, or if a receiver, administrator, any other person or trustee in bankruptcy is appointed over all or any of its assets or business, or any proceeding in bankruptcy, administration, receivership or liquidation is initiated, or

a resolution is passed or court order is made for the winding-up of a party.

IPR means all:

- (a) inventions, patents, copyrights, moral rights, design rights, trade-marks, trade names, database rights, know-how and any other intellectual property or proprietary rights;
- (b) registrations and applications to register any of the above; and
- (c) similar rights in any country or jurisdiction.

Lien means any lien, charge, security interest, attachment or encumbrance.

Payment Terms is defined in the PO.

Personal Data means information or an opinion whether true or not, and whether recorded in a material form or not, about an identified individual or an individual who is reasonably identifiable.

Personnel means the employees, servants, agents, and advisors, of a party and any of its subcontractors (but references to RT's Personnel do not include Supplier).

PO is an acronym for purchase order.

PO Conditions means these 'Purchase Order Conditions for Goods and Services'.

RT means the RT Group Member identified in the PO.

RT Data means data or datasets which:

- (a) any RT Group Member discloses to Supplier; or
- (b) Supplier collects or generates on behalf of any of them; and
- (c) includes any RT Personal Data.

RT Group Member means each member of the dual listed company structure incorporating Rio Tinto plc (Company No. 719885) (**RT plc**) and Rio Tinto Limited (ABN 96 004 458 404) (**RT Ltd**) and including (as determined at the time a right is to be exercised or obligation to be performed):

- (a) any Affiliate of RT plc or RT Ltd;
- (b) any unincorporated joint venture in which RT plc or RT Ltd or any Affiliate of RT plc or RT Ltd has a participating interest of not less than 50%; and
- (c) any body corporate or unincorporated joint venture managed by RT plc or RT Ltd or any Affiliate of RT plc or RT Ltd.

RT IP means IPR owned by or licensed to a RT Group Member, as appropriate, which:

- (a) are in existence as at the Start Date; or
- (b) come into existence after the Start Date otherwise than in connection with this Contract.

RT Personal Data means Personal Data which:

- (a) any RT Group Member discloses to Supplier; or
- (b) Supplier collects:
 - (i) on behalf of any RT Group Member; or
 - (ii) otherwise in connection with this Contract.

RT Policies means the following policies, as updated from time to time:

- (a) the policies entitled:
 - (i) "The Way We Work";
 - (ii) "Supplier Code of Conduct";
 - (iii) "Cyber Security Requirements for Suppliers";
 - (iv) "Business Integrity Standard"; and
 - (v) "Freight Preparation Guideline Note",

which are available at <https://www.riotinto.com/en/sustainability/policies>; and

- (b) any other policies advised from time to time.

RT User means an RT Group Member which receives and/or uses the Supply.

Services means the services identified in the PO to be performed by Supplier.

Site means RT's premises as identified in the PO.

Start Date means the date that the PO is accepted in accordance with clause 3.2.

Supplier means the party (as identified in the PO) responsible for providing the Goods or performing the Services.

Supplier IP means IPR which Supplier owns and which:

- (a) are in existence as at the Start Date; or
- (b) come into existence after the Start Date otherwise than in connection with this Contract.

Supply means all Goods, Services, Deliverables and any other items to be provided by Supplier under, and incidental activities necessary for the proper performance of, this Contract.

2. Contract

- 2.1. This Contract consists of the following documents:
 - (a) the PO; and
 - (b) these PO Conditions.
- 2.2. RT may enter into a Contract as principal and/or as agent for any RT Group Member. Any RT Group Member may enter into a Contract as agent for another RT Group Member or for a person with whom the RT Group Member is in a joint venture, partnership or other similar association.
- 2.3. RT may purchase the Supply for use by a RT User. If this is the case, the RT User will enjoy the same rights under this Contract as RT and may enforce those rights. RT holds rights under this Contract in trust for the benefit of the RT User and its Personnel.

3. Performance of supply

- 3.1. On acceptance of a PO in accordance with clause 3.2, Supplier agrees to perform the Supply in accordance with this Contract. Unless otherwise expressly stated, Supplier is to perform its obligations under this Contract at its own cost and risk.
- 3.2. Supplier accepts a PO on the earlier of:
 - (a) confirming its acceptance of the PO in writing;
 - (b) commencing performance of the Supply; or
 - (c) 10 days from Supplier's receipt of the PO, unless it notifies RT in writing prior to that time that it rejects the PO.

4. Payments and invoicing

- 4.1. RT will pay the charges to Supplier for the proper provision of the Supply. Supplier rates will be fixed for the term of this Contract. Where RT agrees in writing to reimburse Supplier for any expenses, such amounts will be reimbursed at cost.
- 4.2. Supplier will submit a monthly tax invoice to RT within 30 days after the end of each month in which the Supply was provided.
- 4.3. All invoices must contain the following information:
 - (a) RT's name and address;
 - (b) the PO and/or contract reference number(s) to which the invoice relates;
 - (c) Supplier's reference number, if provided to Supplier by RT;
 - (d) the issue date of the invoice;
 - (e) the period covered by the invoice;
 - (f) a description of all items to which the invoice relates, including relevant dates and locations;
 - (g) if required, timesheets, vouchers, and any other evidence of the payments claimed;
 - (h) the amount of any Indirect Taxes; and
 - (i) any other information required by law or RT.
- 4.4. Supplier must not exercise any Lien over any part of the Supply.

- 4.5. Subject to clauses 4.6 and 4.7, RT must pay the invoice by transfer to the payee's nominated bank account, according to the Payment Terms.
- 4.6. RT may deduct or set off against invoices any undisputed sums which are due to it under this Contract or which at law RT may deduct or set off.
- 4.7. If RT disputes an invoice (or part of an invoice), it will notify Supplier of the dispute and the reasons for the dispute, and:
 - (a) Supplier must cancel the original invoice and issue a new invoice for the undisputed part of the original invoice; and
 - (b) RT must pay the new invoice according to the Payment Terms.

5. Taxes

- 5.1. In this clause:

Customs Duties means tariffs, import duties, customs duties, countervailing duty, antidumping duty or other customs charges.

Input Tax Credit means any entitlement to a credit for, or offset against, reduction in, or refund of, Indirect Taxes, applicable to any Supply.

Taxes means any and all taxes, fees, withholdings, imposts, levies, duties or other charges of any nature whatsoever or whensoever (excluding taxes on RT's net income and Customs Duties), including Indirect Taxes, excise, stamp, documentary, import/export, payroll, personal, property, real property, interest equalisation, business, occupation, turnover, income, corporation, capital, profits, gains, gross receipts, together with any penalties, fines or interest thereon or similar additions thereto, imposed, claimed, levied or assessed by any applicable body or otherwise payable, on or in respect of the Supply.

- 5.2. If Supplier is liable to collect or remit any Indirect Taxes on the Supply, RT will, upon on submission of a tax invoice, pay to Supplier such additional amount.
- 5.3. Any reference in this Contract to a cost, expense, or other pecuniary liability incurred excludes the amount of any Input Tax Credit entitlement of the relevant party in connection with that cost.
- 5.4. Supplier must do everything necessary to ensure that both it and RT are eligible for any exemptions, credits, or set-offs in connection with any Indirect Tax.
- 5.5. Supplier will pay any stamp duty payable in connection with this Contract.
- 5.6. In respect of Goods being imported, where Supplier is noted as the importer of record, Supplier:
 - (a) is liable for all Customs Duties imposed, claimed, levied, or assessed by, or payable to, any applicable body; and
 - (b) must:
 - (i) notify RT prior to shipment of the Goods; and
 - (ii) cooperate with RT in seeking any available Customs Duty concessions.
- 5.7. If a party is lawfully compelled to make a deduction or withholding from a payment to the other party for or on account of any Taxes, the paying party may make that deduction or withholding. The paying party will not be liable to pay to the other party any amount deducted or withheld in accordance with this clause 5.7.
- 5.8. If a party makes a payment without a deduction or withholding which was required by law, then the payee must reimburse the paying party for the amount that should have been withheld or deducted within 14 days of receiving an official receipt (or a certified copy of the receipt) evidencing the amount required to have been withheld or deducted.
- 5.9. Where payment is to be made in the United States of America, Supplier must submit monthly invoices under clause 4.2 and make any claim for Indirect Tax under clause 5.2 not less than 30 days before the expiration date of the right to appeal.

6. General obligations and warranties

- 6.1. Supplier must, and warrants to RT that it will:
- (a) comply with all applicable laws, regulations and guidelines;
 - (b) provide Personnel, equipment, and anything else needed to perform the Supply;
 - (c) obtain, maintain and comply with all licences, consents and permits necessary to perform its obligations under this Contract;
 - (d) provide all Deliverables to RT in any format reasonably requested by RT and any further information or documents as reasonably requested by RT;
 - (e) ensure that all information and communications it provides will be complete and accurate;
 - (f) co-operate with and provide information to other suppliers as may reasonably be required to perform the Supply;
 - (g) provide as much notice as reasonably possible (or as stated in this Contract) to RT of any activity which may interfere with either the operations of RT or any goods or services being provided by any other supplier to RT;
 - (h) comply with all reasonable instructions from RT in connection with the Supply; and
 - (i) ensure that the Supply will be:
 - (i) performed with all professional skill, care and diligence that would be expected of a professional supplier experienced in providing a supply similar to the Supply;
 - (ii) of satisfactory and merchantable quality and free of defects, in accordance with the levels of care and skill that are consistent with industry standard; and
 - (iii) provided by Personnel who are employed under valid employment and visa arrangements, and are appropriately qualified, trained and skilled.
- 6.2. Supplier warrants that as of the Start Date it is not subject to or aware of any circumstances which would make it subject to an imminent Insolvency Event in any jurisdiction.

7. Suspension

- 7.1. RT may instruct Supplier to suspend performance of all or part of the Supply. If any suspension instructed by RT that is not caused or contributed to by Supplier delays performance of the Supply, Supplier will be granted an extension of time for the same length of time as the actual delay caused, provided Supplier uses reasonable efforts to mitigate the impact of any such delay. Supplier will not be entitled to make any other claims related to such suspension.
- 7.2. If Supplier breaches any HSE-related obligations, RT may, without prejudice to any of its other rights under this Contract, require Supplier and/or its Personnel to immediately suspend performance of all or part of the Supply and/or leave the Site at Supplier's risk and cost.
- 7.3. Upon RT's reasonable request, Supplier will promptly resume the Supply or the affected part of it.

8. Termination

- 8.1. RT may terminate this Contract, or any part of it, by giving Supplier at least 30 days' notice of termination.
- 8.2. On termination of this Contract under clause 8.1, RT must pay Supplier:
- (a) all amounts due under this Contract up to the date of termination; and
 - (b) any reasonable costs and expenses, agreed in good faith, which Supplier incurs, and cannot recoup or mitigate, as a result of the termination.
- 8.3. If Supplier breaches any of its obligations under this Contract that are remediable, RT may give Supplier a notice of default, requiring the default to be remedied within 30 days or such longer period as stated in the notice.
- 8.4. If Supplier:
- (a) breaches an obligation under this Contract which is non-remediable; or

- (b) does not remedy a remediable breach within the relevant period in clause 8.3,

RT may give notice to terminate this Contract as of the date specified in the notice.

- 8.5. Notwithstanding clause 8.3, if a party is in default of its obligations under clauses 17, 21, 22, 23, 24 or 31.2, then the non-defaulting party may give notice to terminate this Contract as of the date specified in the notice.
- 8.6. To the extent permitted by law:
- (a) if Supplier experiences an Insolvency Event, RT may give notice to terminate this Contract; or
 - (b) if RT experiences an Insolvency Event, Supplier may give notice to terminate this Contract,
- in either case, as of the date specified in the notice.
- 8.7. On the date of termination of this Contract, Supplier must, as applicable:
- (a) cease performance of the Supply if specified in the notice;
 - (b) provide RT with a report on the Supply performed up to and including the date of termination, and deliver up all Contract IP and Deliverables;
 - (c) return any items issued to Supplier by RT; and
 - (d) take any other action which RT may reasonably require, including to transition to a new supplier (subject to agreeing reasonable charges with Supplier where this Contract is terminated under clause 8.1).
- 8.8. If termination of this Contract is not due to default of RT, Supplier must, within 30 days of the date of termination, refund to RT any pre-paid charges attributable to the period after termination.

Supply terms

9. Access to site

- 9.1. Where required, RT will grant Supplier reasonable access to the Site. Without limiting clauses 17.1 or 22.1, Supplier and its Personnel will comply with any applicable Site rules communicated by or on behalf of RT.
- 9.2. For operational, safety or other reasons, RT may restrict or deny Supplier or its Personnel access to the Site. Other than where caused or contributed to by Supplier, if any restriction imposed by RT on Site access delays performance of the Supply, Supplier will be granted an extension of time for the same length of time as the actual delay caused, provided Supplier uses reasonable efforts to mitigate the impact of any such delay. Supplier will not be entitled to make any other claims related to such restriction.
- 9.3. Where Supplier has accessed or will access the Site, RT may at any time require Supplier to supply and/or amend its HSE management plan to the extent it applies to the Site in order to comply with its HSE obligations.

10. Supplies that are services

- 10.1. Where the Supply includes Services, Supplier must:
- (a) ascertain RT's requirements for the Services and, for that purpose, regularly consult with RT;
 - (b) if requested by RT, consult with RT's other consultants or contractors where this is necessary or desirable for the proper performance of the Services;
 - (c) comply with all and any reasonable directions of RT concerning the performance of the Services;
 - (d) attend all meetings as may be necessary or reasonably required by RT for the performance of the Services;
 - (e) ensure the performance of the Services complies with the requirements of this Contract and will be fit for purpose; and
 - (f) proceed diligently and according to any time limit prescribed under this Contract or, where no time is prescribed, within a reasonable time.
- 10.2. Supplier must provide any key personnel identified in this Contract for the performance of the Services during the performance of the Services (**Key Personnel**).

- 10.3. Subject to clause 19.1, Supplier must not remove or replace the Key Personnel from their positions without RT's prior written consent.
- 10.4. Supplier must ensure that any Key Personnel who resigns, is dismissed or is unable to work due to illness or incapacitation will be replaced by a person acceptable to RT acting reasonably.
- 11. Supplies that are goods**
- 11.1. Where the Supply includes Goods:
- Supplier must deliver the Goods at the Delivery Point by the Delivery Date;
 - Supplier will be responsible for packing, protecting and transporting the Goods to the Delivery Point in accordance with the requirements of this Contract and applicable laws;
 - Supplier will be liable for all costs up to and including the Goods' acceptance by RT at the Delivery Point; and
 - Supplier must provide RT with all necessary documentation evidencing compliance with export and import formalities, including evidence of all Taxes paid.
- 11.2. To the extent the Goods consist of software which is Supplier IP:
- clause 11.3 will not apply to the software;
 - the software may, if agreed in writing by RT, be delivered by making it available electronically;
 - on the earlier of when the Goods are paid for or upon completion of testing, inspection and acceptance of the Goods by RT, each RT Group Member:
 - is granted a non-exclusive, transferable, royalty-free, irrevocable and perpetual licence to use and reproduce the software for its business purposes; and
 - may make the software available for use by third parties that are engaged to perform any services for, or supply any goods to, RT in connection with the provision of those services or goods.
- 11.3. Full unencumbered title to Goods will pass to RT on the earlier of acceptance of the Goods in accordance with this Contract or when RT pays for the Goods. If the Goods are delivered on consignment, Supplier will retain title until the earlier of when RT pays for the Goods or removes them from storage for its use.
- 11.4. Risk in Goods passes to RT in accordance with the applicable Incoterm. If no Incoterm is stated in this Contract, risk in Goods passes on the earlier of acceptance of the Goods in accordance with this Contract or when RT pays for the Goods. The reference to any Incoterm in this Contract is solely to indicate passing of risk and, unless otherwise indicated, does not specify the delivery point or when title transfers.
- 12. Acceptance and testing**
- 12.1. In respect of any Goods, Supplier agrees and warrants to RT that:
- Supplier has the right to sell and RT will receive good title to the Goods, free from any Liens;
 - the Goods and any material used for packing and shipping them will be free from Hazardous Substances; and
 - where it has procured any part of the Goods from a third party, Supplier will:
 - obtain for the benefit of RT all warranties provided by such third party; and
 - enforce any third-party warranties passed on through the Supply that are not assigned to RT.
- 12.2. Within 30 days of delivery or performance (unless otherwise stated in this Contract), RT may inspect and test the Supply and perform (or require Supplier to perform) acceptance tests.
- 12.3. Acceptance of a relevant Supply occurs on the later of:
- notification by RT of acceptance; or
 - 30 days after delivery or performance.
- 12.4. Without prejudice to clause 14, if the Supply does not meet the requirements of this Contract, RT may reject the Supply and require Supplier to:
- at Supplier's own cost and expense, promptly resupply, re-perform or modify the Supply; or
 - within 30 days, refund any fees which have already been paid for the Supply.
- 13. Restricted imports**
- Where Supplier imports a prohibited or restricted good as determined by applicable law for which RT is the end user, it must notify RT in writing as soon as reasonably practicable.
- 14. Correction of defects**
- 14.1. RT may give Supplier a defect notice within the Defect Liability Period.
- 14.2. Upon receipt of a notice under clause 14.1 Supplier must, in addition to any other obligations it may have under this Contract, correct any such defect within the timeframe specified in the notice, or if no timeframe is specified, within a reasonable timeframe. The Defect Liability Period will restart from the date the defect is corrected for that portion of the Supply.
- 14.3. Clause 14.2 does not apply to the extent the defect is caused by the Supply being used by an RT Group Member or its Personnel in a manner which is contrary to the published operating instructions for the Supply.
- 14.4. If Supplier fails to comply with clause 14.2, RT may rectify the defect itself or by a third party, or reject the Supply and require re-performance, in either case at Supplier's risk and with Supplier indemnifying RT's costs. Where practicable (considering, for example, the urgency of any action RT is required to take), RT will mitigate any costs it claims under this indemnity.
- 15. Hire of items**
- Where the Supply includes hire of items:
- Supplier:
 - represents and warrants that the hire items are suitable for the purposes required;
 - will:
 - lease the items identified in this Contract; and
 - keep a record of the commissioning of all hire items, and on completion of commissioning, submit all commissioning records and a commissioning report to RT and provide on-site technical assistance as stated in this Contract; and
 - maintain insurance to cover all loss and damage to the hire items for their replacement value, which policy will, unless prohibited by law, waive all express or implied rights of subrogation against RT;
 - must:
 - hold and maintain the necessary rights in the items to lease them to RT;
 - perform all maintenance of the items to ensure that the items are in good operating condition at all times;
 - ensure that any Personnel provided by Supplier to operate any hired items will be suitably qualified and trained; and
 - unless RT directs otherwise, conduct any commissioning of the items to RT's satisfaction (acting reasonably). RT's acceptance of a commissioning result in respect of the items is without prejudice to its rights under this Contract. If directed to do so by RT, Supplier will supervise RT's performance of commissioning. Supplier must provide any consumables, spare parts or other things necessary for the commissioning; and
 - RT will bear the risk in any hired items from commissioning (or, where commissioning is performed by RT, from their delivery to Site) until it is returned to Supplier.

16. Supply of personnel

Where the Supply includes supply of Personnel:

- (a) Supplier must provide RT with the supply of Personnel as requested by RT;
- (b) nothing in this Contract will be construed as conferring an employment relationship between the requested Personnel and RT; and
- (c) Supplier will not withdraw or replace any Personnel supplied without RT's prior written consent (acting reasonably).

17. HSE

- 17.1. Supplier must, and warrants to RT that it will, comply with RT's HSE policies and standards as may be communicated to Supplier and amended from time to time.
- 17.2. Supplier must notify RT as soon as reasonably practicable upon becoming aware of any of the following arising in connection with this Contract:
 - (a) a failure to comply with any obligation under this Contract relating to HSE;
 - (b) any accident, incident, near-miss incident or situation whether or not causing damage or harm;
 - (c) any event which causes or may cause serious or material environmental harm or contamination; and
 - (d) any emergency situation.
- 17.3. A notice under clause 17.2:
 - (a) may be given verbally but must be confirmed in writing as soon as is reasonably practicable; and
 - (b) must contain full details of the nature and location of the situation, its impact, the steps being taken to manage it, and any information sought by a regulatory authority in respect of it.
- 17.4. Supplier must:
 - (a) investigate in accordance with industry standard the root cause of any HSE incident, including by obtaining assistance from a third party if necessary;
 - (b) provide to RT the results, any learnings or recommendations, and any progress reports on corrective actions taken from that investigation; and
 - (c) take all steps consistent with industry standard to ensure there is no repeat of such incident, including, if required by RT, implementing any corrective action plan approved by RT.
- 17.5. Unless prohibited by law, Supplier must provide to RT any correspondence received from or issued to regulatory authorities and any other information requested by RT in respect of an event or other matter referred to in clause 17.2.

18. Force majeure

- 18.1. In this clause:

FM Deadline means the date that is 90 days from the commencement of the FM Event.

FM Event means any unforeseeable event or occurrence which is beyond the reasonable control of a party, and which that party could not reasonably have been expected to have prevented, avoided or overcome by exercising the expected level of skill, care and diligence, including extreme weather events (including but not limited to cyclones, typhoons, hurricanes, storms or floods), fires or explosions, terrorism, wars or hostilities, strikes, blockades, cyber attacks, power blackouts, imposition of Sanctions or earthquakes, and which excludes weather conditions that are not unusual at the Site, pandemic conditions resulting from Covid-19 and any of its variants, lack of raw materials or supplies, mechanical breakdowns (unless outside the control of Supplier) or the financial condition of a party.
- 18.2. If an FM Event prevents a party from performing its obligations under this Contract (**Affected Party**), those obligations will be suspended until the FM Event ends, provided the Affected Party:
 - (a) as soon as possible following the commencement of a FM Event, gives a notice to the other party which:
 - (i) specifies the obligations the Affected Party cannot perform;

- (ii) fully describes the FM Event;
 - (iii) estimates the duration of the FM Event; and
 - (iv) specifies the measures proposed to be adopted by that party to remedy or abate the FM Event; and
- (b) takes all action reasonably practicable to:
 - (i) remedy the FM Event and resume performance of its obligations as soon as reasonably possible; and
 - (ii) mitigate any liabilities suffered by the other party as a result of its failure to carry out its obligations under this Contract.

- 18.3. RT is not required to make payment for suspended obligations until after the suspension has lifted and Supplier has performed those obligations.
- 18.4. RT may extend the term of this Contract by the duration of the FM Event to receive the part of the Supply that was impacted.
- 18.5. If the FM Event ends before the expiry of the term of this Contract, RT may elect to receive the impacted part of the Supply within its term.
- 18.6. If the FM Event continues beyond the FM Deadline, RT may immediately terminate this Contract.

Working with Rio Tinto**19. General requirements**

- 19.1. RT may object to any Personnel of Supplier carrying out the Supply (including Personnel supplied to RT under clause 16) who, in its reasonable opinion, lacks the appropriate skills or qualifications, has engaged in misconduct, has a conflict of interest, or is incompetent or negligent. In this case, Supplier must immediately replace such Personnel at its own expense with suitably qualified and competent Personnel approved by RT (not to be unreasonably withheld).
- 19.2. Supplier must not be engaged in, or allow its Personnel to be engaged in, any activity that may give rise to a conflict of interest with Supplier's obligations under this Contract.
- 19.3. Upon request from RT, Supplier must inform RT where Goods have been produced.
- 19.4. Supplier must keep an accurate and complete record in reasonable detail of all documents relating to the Supply and retain copies of them for a period of 6 years, or any longer period as required by any applicable law, following expiry or termination of this Contract.
- 19.5. Supplier must provide RT with access to its records and accounts to confirm:
 - (a) the amounts paid by RT to Supplier under this Contract;
 - (b) the applicability of any Indirect Taxes in connection with this Contract; and
 - (c) any other amounts payable to or by Supplier under this Contract.

20. Subcontracting

Supplier may, with the written consent of RT, subcontract its obligations under this Contract, but Supplier in such case remains liable for the full performance of those obligations. The acts or omissions of Supplier's subcontractor will be deemed to be those of Supplier.

21. Confidentiality

- 21.1. Each party will keep in confidence all Confidential Information it receives under this Contract. For the avoidance of doubt Supplier will keep Contract IP confidential. Supplier's obligations under this clause 21 apply to the Deliverables and Contract IP.
- 21.2. Subject to clause 21.3, the receiving party must (and must ensure its Personnel, Affiliates and their Personnel must) only use Confidential Information to fulfil obligations and exercise rights under this Contract. The receiving party may only disclose Confidential Information to its Personnel, Affiliates and their Personnel if they are subject to confidentiality obligations at least as strict as those in this clause 21.
- 21.3. RT also has the right to disclose Confidential Information:
 - (a) for the purposes of the operation, maintenance, upgrade, alteration, sale or financing of any assets or facilities for which any Supply is provided;

- (b) as reasonably required as part of any restructure, reorganisation or sale of any RT Group Member or their assets or shares;
 - (c) to any other RT Group Member;
 - (d) to any professional advisor, auditor, or insurer; and
 - (e) to its third party service providers supporting RT's usual business operations, including data hosting providers.
- 21.4. The confidentiality obligations under this clause 21 do not apply to Confidential Information to the extent it:
- (a) is publicly known (other than through a breach of this Contract, or a party's obligation of confidence);
 - (b) must be disclosed by law or required by a regulatory authority and only if the receiving party has taken all reasonable steps to immediately notify the disclosing party that disclosure is required; or
 - (c) was already known to, independently created by, or developed by the receiving party without access to the Confidential Information.
- 21.5. Upon the termination or expiry of this Contract, Supplier must:
- (a) promptly cease use of the Confidential Information; and
 - (b) where requested by RT, return, delete or destroy any copies of Confidential Information, and confirm such return, deletion or destruction to RT in writing.
- 21.6. The obligations in clause 21.5 do not apply to Confidential Information retained:
- (a) in accordance with applicable laws or generally accepted corporate governance practices; or
 - (b) in archival or back up computer storage, provided it is destroyed at the time such backed up records are destroyed in line with the receiving party's usual practices,
- provided that such retained Confidential Information is kept secure and confidential in accordance with this Contract.
- 21.7. Neither party will make any public announcement about this Contract without the other party's prior written consent, unless required by law or stock exchange listing rules.

22. Ethics and compliance

RT Policies

- 22.1. Supplier represents and warrants that it has read and understood the RT Policies, and that it, and its Personnel and Affiliates, must comply with the RT Policies.
- 22.2. RT must inform Supplier as soon as practicable if any changes are made to any RT Policies. If compliance with any changed RT Policy will cause Supplier to incur any material increase in the cost of performing its obligations under this Contract, Supplier must notify RT promptly, and will be entitled to claim its direct, reasonable and necessarily incurred costs of complying with the change, provided:
- (a) Supplier provides to RT all relevant material to substantiate the claimed increase in costs, including any information requested by RT;
 - (b) any costs claimed by Supplier which do not reflect an arm's length basis are only claimable to the extent those amounts would have been incurred on an arm's length basis; and
 - (c) Supplier takes all reasonable steps to minimise its additional costs.
- 22.3. Supplier must identify and encourage opportunities which benefit indigenous people and local communities wherever possible.

Corruption and financial crime

- 22.4. In this clause, **Prohibited Activity** means:
- (a) using funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political or terrorist activity;
 - (b) directly or indirectly making, offering, accepting or authorising any unlawful payment or anything of value (including any bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment), to any person (whether a public official or otherwise); or

- (c) directly or indirectly making, offering, accepting or authorising the transfer of anything of value or other advantage to:
 - (i) any person for the purpose of gaining an improper business advantage or encouraging the recipient to violate the policies of his or her employer or to breach an obligation of good faith or loyalty;
 - (ii) any person knowing or believing that the acceptance or receipt by that person of the advantage would itself be improper; or
 - (iii) a public official with the intention of influencing that public official in the performance of his or her public function.
- 22.5. Supplier represents and warrants that:
- (a) it and its Personnel and Affiliates are in compliance, and will comply, with all applicable laws relating to the prevention of bribery, corruption, money laundering, dealings with the proceeds of crime, terrorist financing, tax evasion and fraud; and
 - (b) neither it nor any of its Personnel or Affiliates has undertaken, and will not undertake, any Prohibited Activity in relation to this Contract.

Sanctions

- 22.6. In this clause:

Restricted Party means a government, person, or vessel which is:

- (a) listed on, or owned or controlled by a Person (including 50% or more in the aggregate by two or more Restricted Parties) which is listed on:
 - (i) the U.S. Specially Designated Nationals List maintained by the U.S. Treasury Department's Office of Foreign Assets Control; or
 - (ii) any similar restricted party or Sanctions list maintained by the United States, the United Kingdom, the United Nations, the European Union, Australia, Canada or any other relevant government;
- (b) located or organised in any country or territory that is the target of country-wide Sanctions (including Crimea Region of Ukraine); or
- (c) otherwise the target of Sanctions.

Sanctions means the economic sanctions, trade controls, anti-boycott laws, regulations or restrictive measures administered or enforced by the United States, United Kingdom, United Nations Security Council, European Union or its Member States, Australia, Canada, or any other relevant government.

- 22.7. Supplier must comply with all applicable Sanctions. Supplier represents and warrants that neither it nor any of its Personnel or Affiliates:
- (a) is or will become a Restricted Party; or
 - (b) has engaged or will engage in sourcing or transferring (directly or indirectly) goods or services:
 - (i) from a Restricted Party;
 - (ii) that may cause an RT Group Member or any of their Personnel or Affiliates to breach any Sanctions; or
 - (iii) which are in violation or will violate any Sanctions.

Modern Slavery

- 22.8. In this clause:

Modern Slavery means any activity, practice or conduct that would constitute an offence or violation in relation to slavery, servitude, forced labour, deceptive recruiting for labour or services, trafficking in persons, forced marriage, the worst forms of child labour, debt bondage and other slavery-like practices as defined in Modern Slavery Laws.

Modern Slavery Laws means any applicable laws directed to criminalising, regulating or preventing Modern Slavery.

- 22.9. Supplier must ensure it, its Affiliates and subcontractors (and to the extent practicable, its other suppliers and business partners) will not engage in Modern Slavery and will comply with Modern Slavery Laws.

- 22.10. Supplier represents and warrants that neither it nor any of its Affiliates or Personnel:
- have been convicted of any offence involving Modern Slavery; and
 - have been or are the subject of any investigation or enforcement proceedings by any United Nations, governmental, administrative or regulatory body regarding any offence in connection with Modern Slavery.
- 22.11. Supplier will take reasonable steps to ensure it, its Affiliates and subcontractors (and to the extent practicable, its other suppliers and business partners) have in place adequate procedures and policies, including due diligence, contractual controls, audit and grievance mechanisms, to prevent and address involvement in Modern Slavery, in line with recognised international standards including the UN Guiding Principles on Business and Human Rights.
- 22.12. Supplier must promptly provide, and use reasonable endeavours to ensure its Affiliates and Personnel promptly provide:
- to the extent available to Supplier, information in connection with any Modern Slavery identified in Supplier's operations or supply chain; and
 - all reasonable assistance to RT to enable RT to comply with its obligations under Modern Slavery Laws.

Notice

- 22.13. If Supplier becomes aware, or reasonably suspects there has been or could be a breach of clause 22, or if any representation or warranty contained in clause 22 is, or may become, untrue, it must:
- promptly notify RT to the extent it is legally able to do so; and
 - provide RT with all necessary assistance in response.
- 22.14. Where the notification under clause 22.13 relates to actual or reasonably suspected Modern Slavery engaged in by Supplier or its Affiliates or Personnel, such notice must also include adequate particulars of the Modern Slavery and the actions taken, or being taken, to remedy the Modern Slavery.
- 22.15. RT reserves the right to take whatever precautions and actions may be appropriate to ensure compliance with applicable laws following any notification under clause 22.13, including recovery of payments made by RT to Supplier.

Audit

- 22.16. RT may request an audit of Supplier's compliance with this Contract for any reason. RT will not request an audit more than once per year (unless RT has reasonable grounds to suspect that Supplier has been negligent or has engaged in fraud or wilful misconduct) or such audit is for the purposes of verifying Supplier's compliance with provisions of this Contract relating to Modern Slavery). RT will provide at least 5 days' notice of any audit under this clause.
- 22.17. In connection with any audit under this Contract, Supplier must:
- allow RT access to its premises and Personnel;
 - promptly provide, copies of such books, accounts and other relevant records as may be required to assess and audit Supplier's compliance or to fulfil any legally enforceable request by any regulatory or enforcement body; and
 - provide RT with all reasonable assistance in relation to such request.

23. Data protection

- 23.1. In this clause:

Incident means, as applicable, a Privacy Incident or Security Incident.

Model Contract means any or all model contract language adopted by a particular jurisdiction and determined to provide sufficient legal basis for Restricted Transfers by a competent authority with jurisdiction over RT, including the UK, EU, China, Argentinian and Serbian contractual clauses (which appear in a supplementary agreement).

Privacy Incident means an incident that involves Personal Data that is likely to cause an individual serious harm, or any Security Incident that involves Personal Data that requires notification to Regulatory Authorities or affected individuals under applicable Privacy Laws.

Privacy Laws means any legislation (to the extent RT, Supplier or the Supply are subject to it) which affects privacy or any personal information (including the collection, storage, use or Processing of such information) and includes any directives or orders made or issued under such legislation.

Process means any operation or set of operations performed on RT Data, including collection, recording, use, disclosure, transfer, access, storage, hosting, alteration, erasure or destruction.

Regulatory Authorities means a public authority or regulatory body that operates independently and is tasked with making sure Privacy Laws are followed.

Restricted Transfer means the transfer of Personal Data between parties to this Contract which, in the absence of a legal valid transfer mechanism would be prohibited by Privacy Laws.

Security Incident means any cyber security or data security breach, or attempted, suspected or actual unauthorized access, use, modification, or disclosure, unauthorized, unlawful or accidental loss, misuse, destruction, acquisition of, or damage to RT Data or any other unauthorized access to RT Data or RT systems.

Supplier specific obligations

- 23.2. Supplier will:
- comply with all Privacy Laws;
 - implement appropriate technical, physical, organisational, and security measures to protect RT Data;
 - maintain up-to-date and accurate documentation on actions taken to comply with Privacy Laws including any relating to failures to meet the requirements of this Contract;
 - Process RT Data to the extent necessary to perform its obligations under this Contract or other RT instructions and must not use RT Data for any other purpose. Supplier must promptly notify RT if, in its opinion, the instructions from RT do not comply with applicable laws;
 - maintain the confidentiality of RT Data and not disclose RT Data to any third parties unless RT or this Contract (or other RT instructions) specifically authorise the disclosure, or it is required by an applicable law;
 - if it needs to engage a subcontractor to process RT Personal Data, Supplier must provide the details of the subcontractor to RT before engaging them and enter into a contract with the subcontractor which imposes obligations on the subcontractor which are no less onerous to those set out in this clause 23;
 - notify RT immediately in writing if it receives a communication from a person relating to the exercise of that person's rights under Privacy Law, including their right to access RT Personal Data which relates to them or prevent certain processing of it or receives any complaint, request, notice, communication or penalty which relates directly or indirectly to the processing of RT Personal Data or Supplier's compliance with Privacy Law;
 - must not respond to any communication, complaint, request, notice or penalty without the prior written consent of RT and provide RT reasonable assistance in its handling of any such matter including providing copies of any related correspondence; and
 - where the Processing of RT Personal Data requires or involves processing of RT Personal Data in a jurisdiction where there is restricted Processing or Restricted Transfers, Supplier must take all steps to ensure that such Processing or the Restricted Transfer complies with applicable Privacy Laws and enter into Model Contract clauses as applicable.

Incidents**23.3. Supplier must:**

- (a) as soon as possible, and in any case within 48 hours, notify RT if it becomes aware of any grounds to believe or suspect that an Incident has occurred or is imminent. Each notification must (to the extent then known) include the nature and details of the Incident, including the kind of RT Data affected (or suspected to be affected), actions that have been undertaken and/or are recommended to be taken by Supplier, together with any other information requested by RT from time to time to assist RT to comply with its own notification obligations under applicable law;
- (b) take all reasonable steps to respond to and remediate the Incident including to:
 - (i) where the Incident is imminent or ongoing, prevent and/or limit the extent of the Incident; and
 - (ii) mitigate any potential or further compromise or impairment of RT Data and prevent any further harm to RT or any impacted persons;
- (c) investigate and complete an investigation and assessment of the Incident, including the possible impacts of the Incident and likelihood of harm to any persons who may be impacted;
- (d) provide RT with reasonable ongoing updates (the first within 7 days) on the results of such investigation and assessment, at a frequency which reflects the severity of the Incident and until remediation efforts are completed and prevention plans are implemented; and
- (e) comply with RT's reasonable directions in connection with how the actual or suspected Incident is being assessed, responded to, managed or reported, including to Regulatory Authorities or persons who are or may be affected by the Incident (as applicable).

23.4. RT may share any Personal Data that Supplier provides to it under this Contract with RT Group Members (and their Personnel in the course of the performance of their duties to the RT Group Members).

23.5. Without limiting clause 21.5, upon the termination or expiry of this Contract, Supplier must delete or destroy, as directed by RT, all RT Personal Data (unless prohibited from doing so by law) and confirm such deletion or destruction to RT in writing no later than 90 days after termination or expiry of this Contract.

24. Intellectual property

24.1. Supplier remains the owner of Supplier IP.

24.2. Supplier grants to RT (or will procure the granting to RT of) a non-exclusive, transferable, sub-licensable, royalty-free, irrevocable, worldwide and perpetual licence to use (including reproduce, modify or adapt) all Supplier IP for the purposes of or in connection with the business of RT Group Members. This does not permit RT to commercialise Supplier IP into a product or service for sale to other persons.

24.3. Supplier may use the RT IP and Contract IP for the sole purpose of performing its obligations under this Contract.

24.4. Supplier must disclose to RT all Contract IP as soon as it is created and label it (where possible) as belonging to RT.

24.5. Supplier hereby assigns to RT (or will procure the assignment to RT of) all rights, title and interest in and to the Contract IP.

24.6. Supplier must execute all necessary formal documents to assign all rights, title and interest in any Contract IP to RT and ensure that its Personnel do the same.

24.7. Supplier warrants to RT that:

- (a) it has the right to grant any licence or assignment of, or consent to use, IPR under this Contract; and
- (b) any RT Group Member's receipt or use of the Supply will not breach the IPR rights of any third party.

24.8. In the event of an IPR infringement claim, Supplier is responsible for securing, at its own expense, the necessary rights to allow RT uninterrupted use of the Supply.

24.9. If Supplier fails to secure the necessary IPR rights within 60 days (or such shorter time as necessary to allow RT

uninterrupted use of the Supply), RT may require Supplier, at Supplier's cost and expense, to:

- (a) modify the Supply to avoid infringement;
- (b) replace or re-perform the Supply in a non-infringing manner; or
- (c) remove the Supply and refund any payments made along with associated costs.

Liability and dispute resolution**25. Indemnities**

25.1. Supplier indemnifies each RT Group Member and their Personnel against all losses in connection with:

- (a) negligent or wilful misconduct by Supplier or its Personnel;
- (b) third-party claims under clause 25.1(a);
- (c) injury or death caused by Supplier or its Personnel;
- (d) property damage caused by Supplier or its Personnel;
- (e) a breach by Supplier or its Affiliates or Personnel of clauses 21, 23 or 24;
- (f) any claim brought by a third party:
 - (i) relating to a breach of that third party's IPR in connection with the Supply; or
 - (ii) that use of the Supply breaches that third party's IPR;
- (g) environmental contamination by Hazardous Substances at or near a Site caused by Supplier or its Personnel;
- (h) failure to maintain mandated insurance coverage; and
- (i) employment-related claims from Supplier's Personnel.

25.2. Supplier is not required to indemnify for loss to the extent it results from the negligent acts or omissions of RT, its Affiliates or Personnel.

26. Liability limits

26.1. Subject to clause 26.4, the total liability of Supplier to RT under this Contract will be limited to the aggregate of all amounts paid or payable by RT under this Contract.

26.2. Except for any obligations to pay charges, RT's liability under this Contract will be limited to the aggregate of all amounts paid or payable by RT under this Contract.

26.3. Subject to clause 26.4, neither party will be liable to the other under this Contract for any indirect:

- (a) loss of profits;
- (b) loss of anticipated savings;
- (c) loss of production; or
- (d) loss of business.

26.4. Clauses 26.1 and 26.3 do not limit or exclude the liability of Supplier:

- (a) in respect of its indemnity obligations under this Contract;
- (b) in connection with a breach by Supplier or its Affiliates or Personnel of clauses 21, 23 or 24;
- (c) in cases of fraudulent, malicious or unlawful acts or omissions of Supplier or its Affiliates or Personnel; or
- (d) to the extent that Supplier:
 - (i) is entitled to be indemnified for such liability under a policy of insurance effected pursuant to the requirements of this Contract; or
 - (ii) would have been entitled to be indemnified for such liability under a policy of insurance effected pursuant to the requirements of this Contract but for Supplier's failure to comply with the terms and conditions of the relevant policy or its obligations under this Contract in respect of such policy.

27. Insurance

27.1. Unless otherwise agreed, the amounts noted in clause 27.2 are in USD, but can be in equivalent amounts of other currencies where provided in a PO.

- 27.2. Supplier must, at its sole expense, purchase and maintain the following insurance:
- (a) commercial general liability insurance covering all liabilities for personal injury and property damage (including coverage for product liability, explosion, collapse and underground hazards) for an amount of not less than \$5 million for each claim;
 - (b) Worker's Compensation and Employer's Liability insurance in compliance with applicable laws for an amount equivalent at least to the statutory limits of each jurisdiction affected by the Supply, or if there is no statutory limit, an amount of not less than \$5 million for each claim and in the aggregate;
 - (c) if this Contract requires Supplier to use or provide for use of motor vehicles, motor vehicle insurance covering all liabilities for personal injury and property damage arising from the use of such motor vehicles for an amount of not less than \$5 million for each claim and in the aggregate;
 - (d) if this Contract requires Supplier to provide professional advice or services, professional liability insurance for an amount of not less than \$5 million for each claim and in the aggregate;
 - (e) if this Contract requires Supplier to use or provide any plant or equipment for use on Site (including the hire of items to RT), insurance covering all loss and damage to such plant and/or equipment, for an amount not less than 100% of replacement value. The insurer must, in such case, unless prohibited by law, waive all rights of subrogation against Supplier;
 - (f) if this Contract requires Supplier to perform any operations using Hazardous Substances, pollution liability insurance covering all liabilities for personal injury and property damage for an amount of not less than \$5 million for each claim;
 - (g) if this Contract requires Supplier to transport Hazardous Substances, insurance covering all liabilities for personal injury and property damage arising from such transport of Hazardous Substances for an amount of not less than \$5 million for each claim;
 - (h) if this Contract requires Supplier to be responsible for transport of property owned by an RT Group Member, goods in transit (carrier) insurance covering all liabilities for loss or damage to such property for 100% of replacement value. The insurance must note Supplier as a party insured under the policy;
 - (i) if this Contract requires the use of watercraft, Supplier must maintain (or ensure that the owners of such watercraft maintain):
 - (i) marine hull, and machinery insurance, including collision liability for an amount not less than 100% of replacement value; and
 - (ii) protection and indemnity insurance (including coverage for injury or death) for an amount of not less than \$10 million for each claim; and
 - (j) if this Contract requires the use of aircraft, including helicopters, Supplier must maintain (or ensure the owners of such aircraft maintain):
 - (i) aircraft hull insurance for an amount not less than 100% of replacement value; and
 - (ii) liability insurance (including coverage for injury or death of crew, passengers, and any other person, and for loss or damage to cargo for an amount of not less than \$20 million or \$2 million per passenger (whichever is the greater) for each claim.
- 27.3. Except in the case of the insurance in clauses 27.2(b) and 27.2(d), Supplier must, for each category of insurance noted in clause 27.2, obtain an endorsement which:
- (a) includes RT and its Personnel as additional insureds;
 - (b) includes a cross liability clause, noting that no "insured-versus-insured" exclusion exists and each party comprising the insured will be considered a separate entity, the insurance applies as if a separate policy has been issued to each party;
- (c) waives all express or implied rights of subrogation against each RT Group Member and their Personnel, unless prohibited by law; and
 - (d) provides that a breach of a condition or term of insurance by one insured will not adversely affect the cover provided to another insured under the policy.
- 27.4. Any worker's compensation insurance policy issued under Australian law, must, to the extent allowed at law, provide that RT is recognised as principal and include a principal's indemnity extension for statutory benefits and at common law in favour of RT. Such extension must also provide a waiver of subrogation from the insurer to each RT Group Member including statutory benefits and common law.
- 27.5. Insurance maintained under this clause must:
- (a) be underwritten by insurers having A.M. Best Company rating of at least A-/VII (or equivalent rating such as S&P A+ or Moody's A1); and
 - (b) if the insurance policy is placed on a "claims made" basis, begin no later than the Start Date and continue for six years after completion of the Supply in accordance with the terms of this Contract, and before providing any Supply and after each time such policies are renewed or varied, Supplier will provide to RT (or any third-party certification/verification agency designated by RT) certificates of currency and endorsements consistent with this clause.
- 27.6. Supplier must ensure that its subcontractors have the benefit of or maintain insurances substantially similar to those set out in this Contract.
- 28. Dispute resolution**
-
- 28.1. In the event of a dispute in connection with this Contract (**Dispute**), a party may give notice to the other party with full particulars of the Dispute (including alleged facts and amounts), and the parties' representatives must meet to attempt to resolve the Dispute.
- 28.2. If the Dispute is not resolved within 14 days after receipt of notice under clause 28.1, each party must nominate a senior representative to attempt to resolve the Dispute.
- 28.3. If the Dispute is not resolved within 30 days after receipt of notice under clause 28.1, unless the parties have agreed otherwise, either party may commence legal proceedings in the forum determined by clause 29.
- 28.4. During the existence of any Dispute, the parties must continue to perform all of their obligations under this Contract.
- 28.5. Nothing in this clause 28 prevents a party from seeking any urgent interlocutory relief.
- 29. Governing law**
-
- 29.1. This Contract is governed by the laws applicable at the registered address of RT where that address is in Argentina, Australia, Belgium, Canada, France, Germany, Iceland, Japan, New Zealand, Singapore, South Africa, South Korea, the United Kingdom or the United States of America and the parties submit to the exclusive jurisdiction of the courts of that place and waive their right to trial by jury.
- 29.2. Unless otherwise agreed, in every other case this Contract is governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales and waive their right to trial by jury.
- Final clauses**
- 30. Notices**
-
- Any notice or other communication given under this Contract must be in writing, in hard copy letter or email (but not other forms of electronic communication) and must be sent from and addressed to the party's nominated representative.
- 31. Assignment and change of control**
-
- 31.1. Neither party may assign any of its rights and obligations under this Contract without the prior written consent of the other party, which must not be unreasonably withheld.

- 31.2. Supplier must ensure no change of control of Supplier occurs without the prior written consent of RT, which must not be unreasonably withheld.
- 31.3. Notwithstanding clause 31.1, RT may, by notice to Supplier, assign some or all of its rights and obligations under this Contract to another RT Group Member, provided that the incoming party has at least equivalent financial and operational capacity to perform any assigned obligations.
- 32. Joint ventures**
- 32.1. In this clause
- Joint Venture** means an unincorporated joint venture on behalf of which RT is a party to this Contract as agent.
- Joint Venturers** means, in respect of a Joint Venture, the participants in that Joint Venture, in their respective percentage interests as may change from time to time.
- 32.2. Where RT enters into this Contract for and on behalf of Joint Venturers:
- (a) RT is a party to this Contract as agent severally for each of the Joint Venturers;
 - (b) the obligations and liabilities of the Joint Venturers to Supplier are several but not joint;
 - (c) RT may at any time, without Supplier's consent, assign its rights and obligations under this Contract to an incoming agent or manager on behalf of the Joint Venturers;
 - (d) the rights and remedies in and under this Contract may be exercised by RT for and on behalf of the Joint Venturers;
 - (e) the benefit of Supplier's obligations under this Contract enure to each of the Joint Venturers;
 - (f) RT is authorised to enforce Supplier's obligations on the Joint Venturers' behalf;
 - (g) RT may send notices on behalf of any or all of the Joint Venturers;
 - (h) Supplier must deal only with RT for all purposes under this Contract; and
 - (i) RT will not be liable for any failure of the Joint Venturers to perform their obligations under this Contract.
- 33. General**
- 33.1. In this Contract, except where the context otherwise requires:
- (a) the singular includes the plural and vice versa, and a gender includes other genders;
 - (b) another grammatical form of a defined word or expression has a corresponding meaning;
 - (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Contract, and a reference to this Contract includes any schedule or annexure;
 - (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
 - (e) a reference to time is to the local time where the Supply is being performed;
 - (f) a reference to a party is to a party to this Contract, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
 - (g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
 - (h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - (i) where Supplier consists of two or more entities, any agreement, representation, warranty or indemnity by Supplier binds each of those entities jointly and severally;
 - (j) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Contract or any part of it;
- (k) the word including must be read to mean including but not limited to and other parts of speech have a corresponding meaning; and
 - (l) headings are for ease of reference only and do not affect interpretation.
- 33.2. No terms and conditions which Supplier provides to RT at any time (including as stated on any documentation or instrument) have any legal effect or form part of or vary this Contract, irrespective of whether RT signs or accepts such document.
- 33.3. No failure or delay to exercise any right under this Contract operates as or will be deemed a waiver of the right. No waiver is valid unless given in writing signed by the party giving the waiver.
- 33.4. Supplier is an independent contractor of RT and nothing in this Contract or its performance will establish Supplier as an agent or employee. Supplier's Personnel are not and will not be agents or employees of RT and are entitled to no benefits in those capacities.
- 33.5. This Contract, as applicable, contains the entire agreement between the parties about its subject matter. It supersedes all prior agreements, communications, and negotiations between them about that subject matter.
- 33.6. Any amendment to this Contract must be in writing signed by the parties.
- 33.7. Where more than one RT Group Member is a party to this Contract, the obligations and liabilities of the applicable RT Group Members are several and not joint.
- 33.8. If a court of competent jurisdiction declares any provision of this Contract invalid, illegal, or void at law the rest of this Contract remains in full force and effect.
- 33.9. Each party is responsible for the acts and omissions of its Personnel and the Personnel of its Affiliates.
- 33.10. RT may, by notice to Supplier, require Supplier to use the e-commerce platform(s) nominated by it to conduct business with RT. Supplier will participate in the implementation of the applicable e-commerce platform for the Site as required. Any terms of use governing an e-commerce platform are deemed to form part of Supplier's engagement by RT. Supplier may be required to enter into an agreement with the e-commerce platform provider. Each party will bear its own costs of using the platform.
- 33.11. Each indemnity in this Contract survives termination or expiry of this Contract. In addition, clauses 5 (Taxes), 21 (Confidentiality), 24 (Intellectual Property), 26 (Liability Limits), 28 (Dispute Resolution), 29 (Governing Law), and each other provision of this Contract that is intended to operate after termination or expiry will survive such termination or expiry.
- 33.12. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Contract.