

**FARLEY RIGGS – SUPPLY AGREEMENT (WET HIRE)
TERMS AND CONDITIONS**

SUPPLY

1. Supply

- 1.1. FR agrees to provide the Customer with the Supply on the terms of the Agreement which is formed if the Customer accepts the Quote (whether verbally or in writing (including by issuing a purchase order)) or if the Customer otherwise gives FR instructions to provide the Supply.
- 1.2. These Conditions:
 - (a) together with the Quote are the sole terms of each Agreement;
 - (b) do not apply to a Quote to the extent they are inconsistent with the terms of the Quote; and
 - (c) prevail over any terms put out by the Customer including in any purchase order of the Customer unless FR expressly agrees otherwise in writing.
- 1.3. Except as required by the mandatory operation of law, all implied terms and conditions are excluded from the Agreement.
- 1.4. The Quote is valid for the period specified in the Quote unless withdrawn or varied by FR by notice prior to the forming of the Agreement. Where the Quote does not specify a validity period then the Quote will be valid for a period of 14 days from the date of the Quote.

2. Term of Supply and Related Matters

- 2.1. The term of the provision of the Supply starts on the Commencement Date and ends on the Expiry Date (**Term**).
- 2.2. Where the Quote does not identify a Minimum Supply Period in respect of any or all of the Supply, either party may terminate the provision of such applicable Supply on providing 30 days written notice to the other party at any time.
- 2.3. Where the Quote identifies a Minimum Supply Period in respect of any or all of the Supply, either party may terminate the provision of such applicable Supply on providing 30 days written notice to the other party expiring at any time after the Minimum Supply Period.
- 2.4. The Customer may in writing request to bring forward the Commencement Date for any Supply. FR may accept or reject such request in its absolute discretion.
- 2.5. If the Customer requests to bring forward the Commencement Date for any Supply on less than 10 Business Days written notice and FR accepts such request, FR may charge and the Customer will pay a 'preparation rush fee' within 30 days of receiving a valid tax invoice being an additional fee equal to 25% of any preparation fees specified in a Quote for such Supply or as otherwise agreed.

ACKNOWLEDGEMENTS AND OBLIGATIONS

3. FR's Acknowledgements and Obligations

- 3.1. FR agrees to provide the Customer with the Supply in accordance with the terms of the Agreement and by use of the Equipment and the Personnel at the Site (to the extent necessary to properly provide the Supply).
- 3.2. FR agrees to provide the Customer with the Supply in compliance with:
 - (a) all applicable laws, Applicable Policies and Good Operating Practice;
 - (b) the lawful directions of the Customer and the Customer's site safety manager in relation to safety and workplace practices and procedures whilst at the Site; and
 - (c) the conditions of the Approvals applicable to the Site.
- 3.3. FR acknowledges that the Customer may from time to time impose restrictions on access to any part of the Site but only to the extent that the same does not restrict FR's ability to provide the Supply.
- 3.4. FR acknowledges that all Information and any documents supplied by the Customer to FR remains the property of the Customer and must be returned on written demand from the Customer.
- 3.5. If applicable, FR must comply with any special conditions specified in the Quote or otherwise agreed in writing between the parties from time to time.
- 3.6. FR must, as soon as reasonably possible, notify the Customer of the occurrence of any event or circumstance which may adversely affect the performance of the Supply.

4. The Customer's Acknowledgements and Obligations

- 4.1. The Customer agrees, at its cost, to provide FR with safe ingress and egress to the Site so as to allow FR to provide the Supply.
- 4.2. The Customer acknowledges that it is required to obtain and maintain, at its cost, any and all Approvals necessary to provide the Supply and that FR will not provide the Supply until the Customer provides FR with evidence to the reasonable satisfaction of FR that the same have been obtained.
- 4.3. If applicable, the Customer will provide FR with reasonable opportunity to inspect the Site before the Commencement Date.
- 4.4. The Customer must provide FR with all Information and instructions reasonably required to enable FR to properly perform its obligations under the Agreement.
- 4.5. The Customer agrees to promptly respond in full to any queries FR requires answered in order to carry out the Supply.
- 4.6. The Customer will, to the extent reasonably necessary, provide, operate and maintain adequate first aid facilities and first aid personnel at the Site.
- 4.7. Subject to clause 27, the Customer acknowledges that all Information and any documents supplied by FR to the Customer remains the property of FR and must be returned on written demand from FR.
- 4.8. The Customer must, if applicable, comply with any special conditions specified in the Quote or otherwise agreed in writing between the parties from time to time.

PERSONNEL

5. Personnel

- 5.1. Subject to clause 7, where Specified Personnel are listed in the Quote, FR agrees to ensure that the Supply is provided by the Specified Personnel.
- 5.2. FR agrees:
 - (a) to procure its Personnel to adhere to applicable laws and Applicable Policies whilst on Site and lawful safety requirements of the Customer; and
 - (b) it is responsible for all employee entitlements of its Personnel.

6. Site Induction and project related Personnel requirements

- 6.1. Personnel entering the Site must complete the Customer's Site induction and other relevant training (including 'hazops' training) at the cost of the Customer plus any relevant costs and rates specified in the Quote (including rates for Personnel).
- 6.2. The Customer must notify FR as to the scope and time required for such induction and training prior to entering into the applicable Agreement.

7. Removal of Personnel

- 7.1. If (i) FR receives a notice from the Customer requesting FR remove one or more Personnel from the Site, or (ii) any Personnel (including Specified Personnel) are unable to undertake work in respect of the Supply, then FR must replace such Personnel within a reasonable period of time with another person reasonably acceptable to the Customer. In the case of a safety breach or a criminal act, the Customer may direct FR to remove the offending Personnel from the Site immediately. The Customer must act reasonably in exercising its rights under this clause.
- 7.2. FR must ensure that any Personnel that fails to participate in alcohol and drug testing as required by the Customer (acting reasonably), or that fails a relevant test to a reasonable standard determined by the Customer, is immediately removed from the Site and is not permitted at any time in the future to re-enter the Site without the prior consent of the Customer.

EQUIPMENT

8. Delivery of Equipment

- 8.1. The parties acknowledge, unless expressly stated otherwise in the Quote, fees specified in the Quote do not include the cost to ship and deliver the Equipment to the Site.
- 8.2. Unless otherwise agreed in writing, FR will ship and deliver the Equipment to the Site using a transport service provider nominated by FR on the following basis:
 - (a) FR will arrange for the Equipment to be collected from FR's premises located in Adelaide, South Australia on the Commencement Date;
 - (b) title, risk and control in the Equipment remains with FR;

- and
- (c) the Customer will pay to FR the fee specified in the Quote (or otherwise quoted) to deliver the Equipment to the Site but if not quoted, all reasonable costs of delivery incurred by FR (including but not limited to handling, provision of cranes, boxing and crating, slings and dogs, transportation, duties and levies, clearance, taxes, insurance or any other related expenses) plus an amount equal to 12% of the cost of delivery (or such other agreed amount), within 30 days of receiving a valid tax invoice for the same which tax invoice FR may issue at any time it determines.
- 8.3. The parties acknowledge, unless expressly stated otherwise in the Quote, to the extent possible including where required in accordance with ordinary industry standards, the Equipment will be supplied with manufacturing certification and current NDT certificates and on the basis that:
- (a) any magnetic particle testing must have occurred within 5 years of the Commencement Date;
- (b) Ultrasonic Wall Thickness Testing (UWT) will be conducted such that standard testing will be conducted on up to 4 axis and 3 points on a given item with only the lowest point being recorded and the exact UWT locations not being marked;
- (c) pressure testing will be carried out in accordance with FR's standard operating procedures;
- (d) pressure testing does not need to occur before a third party witness.
- 8.4. Any request by the Customer to a variation of the delivery obligations specified in clause 8.3 is subject to written approval of FR (in its absolute direction) and such approval may be subject to agreeing additional costs associated with such variations being paid by the Customer within 30 days of receiving a valid tax invoice for the same which tax invoice FR may issue at any time it determines.
9. **Availability**
- 9.1. The parties acknowledge, the provision of Supply which requires Equipment and/or Personnel is subject to availability and in the event an item of Equipment and/or relevant Personnel becomes unavailable at any time before the Commencement Date:
- (a) FR must provide the Customer notice of such Equipment and/or Personnel availability issue (as applicable);
- (b) the parties agree to meet and discuss, in good faith, any variations to the Agreement to overcome the Equipment and/or Personnel availability issue (as applicable); and
- (c) FR will not be required to deliver such unavailable Equipment and/or provide such unavailable or otherwise related Personnel (as applicable) and will be released from all liability and obligations in respect of the supply of such Equipment and/or otherwise related Personnel (as applicable).
10. **Equipment – General**
- 10.1. Where the Equipment is damaged (fair wear and tear accepted but subject to clause 13) or otherwise requires repairs or recovery and the cost of doing the same does not exceed the replacement cost of the Equipment, FR must promptly repair and recover the Equipment at the Customer's cost and expense and FR must use reasonable endeavours to minimise any resulting disturbance or delay to the Supply.
- 10.2. Where the Customer is liable for the repairs or replacement of the Equipment the Customer must pay the amount specified in the Quote and if not specified an amount equal to FR's documented and reasonable costs to repair or replace the Equipment plus an amount equal to 12% of the same (or such other agreed amount). The Customer is liable and responsible for any damage or loss arising from the Customer fitting or operating the Equipment.
- 10.3. Where any Equipment is destroyed or lost (including lost down well (if applicable)), or damaged or otherwise requires repairs or recovery and the cost of repairing and recovering the same exceeds the replacement cost of the Equipment, then:
- (a) the Customer must pay to FR on demand the full replacement cost of such Equipment at the Manufacturer's current list price plus any shipping costs to FR's premises in Adelaide, South Australia and any associated commissioning costs plus an amount equal to 12% of such costs (or such other agreed amount) within 30 days of receiving a valid tax invoice for the same which tax invoice FR may issue at any time it determines;
- (b) FR has no obligation to repair or replace such Equipment; and
- (c) the Agreement will immediately terminate in respect of such Equipment upon such Equipment being destroyed or lost or the parties otherwise agreeing the cost of repairing the Equipment exceeds the replacement cost except the Supply Fee will continue to accrue on and from such date until the later of (i) the date being the date the Minimum Supply Period for such Equipment expires; and (ii) the date the replacement equipment is received by FR and commissioned but where FR does not elect to replace such Equipment, the date estimated by the Manufacturer to replace and commission such replacement equipment, which the Customer must pay within 30 days of receiving a valid tax invoice for the same which tax invoice FR may issue at any time it determines.
- 10.4. The Customer will provide FR use of the Customer's Equipment to the extent necessary to perform the Supply. The Customer warrants that the Customer's Equipment made available to FR is:
- (a) of acceptable quality and fit for purpose;
- (b) free from defects and imperfections affecting performance; and
- (c) of appropriate grade and suitable quality.
11. **Return of Equipment**
- 11.1. The parties acknowledge, unless expressly stated otherwise in the Quote, fees specified in the Quote do not include the cost to ship and return the Equipment to FR's premises located in Adelaide, South Australia upon expiry of the Term.
- 11.2. Unless otherwise agreed in writing, FR will arrange to ship and return the Equipment to FR's premises located in Adelaide, South Australia using a transport service provider nominated by FR on the following basis:
- (a) FR will arrange for the Equipment to be collected from the Site on the Expiry Date;
- (b) title, risk and control in the Equipment remains with FR; and
- (c) the Customer will pay to FR the fee specified in the Quote (or otherwise quoted) to return the Equipment to FR's premises located in Adelaide, South Australia but if not quoted, all reasonable costs of returning the Equipment incurred by FR (including but not limited to handling, provision of cranes, boxing and crating, slings and dogs, transportation, duties and levies, clearance, taxes, insurance or any other related expenses) plus an amount equal to 12% of the cost of delivery (or such other amount amount), within 30 days of receiving a valid tax invoice for the same which tax invoice FR may issue at any time it determines.
- 11.3. Any request by the Customer to a variation of the return obligations specified in clause 11.2 is subject to written approval of FR (in its absolute direction) and such approval may be subject to agreeing additional costs associated with such variations being paid by the Customer within 30 days of receiving a valid tax invoice for the same which tax invoice FR may issue at any time it determines.
12. **Consumables**
- 12.1. FR will supply all relevant Consumables necessary to operate the Equipment.
- 12.2. The Customer must pay FR the cost of such Consumables plus an amount equal to 12% of such costs (or such other agreed amount) within 30 days of receiving a valid tax invoice for the same which tax invoice FR may issue at any time it determines.
13. **Usable Life**
- 13.1. Unless otherwise specified in the Quote, the parties acknowledge and agree that the usable life of the Equipment (having regard to fair wear and tear) is 30 years on and from the Commencement Date excluding any Stacked Period (**Expected Usable Life**).
- 13.2. If, between the Commencement Date and the end of the Term or otherwise (including upon return of Equipment), FR or the Customer inspects the Equipment, whether by NDT or otherwise, and it is confirmed that, in the reasonable opinion of FR, any of the Equipment is worn or damaged beyond what would reasonably be expected at that point in the Equipment's usable life compared to the Expected Usable Life, the Customer must at its cost:
- (a) where possible to do so in the reasonable opinion of

- the parties, promptly reinstate the relevant Equipment such that the usable life is brought back into line with the reasonably Expected Usable Life;
- (b) where not possible to reinstate the Equipment in accordance with clause 13.2(a) in the reasonable opinion of FR, where the Equipment has a remaining Usable Life which exceeds the Term, pay at the end of the relevant Supply of that Equipment the loss in value of the Equipment caused by the difference in the reduced Expected Usable Life at that time and the usable life of the Equipment which would otherwise have been expected at that time, based upon the price for the relevant Equipment referred to in clause 13.3; or
 - (c) where there is not a remaining usable life which exceeds the Term, pay on demand, the loss in value of the Equipment caused by the difference in the reduced Expected Usable Life at that time and the usable life of the Equipment which would otherwise have been expected at that time, based upon the price for the relevant Equipment referred to in clause 13.3. Nothing in this clause requires FR to replace such Equipment; and
 - (d) where the Supply in respect of such Equipment has come to an end, pay the Supply Fee within 30 days of receiving a valid tax invoice for the same which tax invoice FR may issue at any time it determines, until the later of (i) any Minimum Supply Period; and (ii) the date the Equipment is replaced and commissioned, but if FR elects not to replace the Equipment, the date estimated by the Manufacturer to replace and commission such replacement equipment.

13.3. The price for the relevant Equipment payable by the Customer for the purposes of clause 13.2 will be the cost to replace the relevant Equipment with a new piece of Equipment plus any commissioning and associated costs plus any freight and delivery costs associated with delivery of the Equipment to the Customer plus an amount equal to 12% of such costs (or such other agreed amount) less an allowance for depreciation equal to one percent (1%) per month of the value of the cost to replace the relevant Equipment starting from the Commencement Date (excluding any Stacked Period) capped at sixty percent (60%) of the replacement value for the relevant Equipment.

ENVIRONMENT

14. Preservation of the Environment

- 14.1. FR must:
 - (a) comply with all applicable Environmental Laws when providing the Supply;
 - (b) comply with the Customer's Applicable Policies of minimising disturbance to and destruction of flora and fauna to the extent the same is reasonable; and
 - (c) comply with local fire prevention procedures.
- 14.2. FR must not without the prior written approval of the Customer:
 - (a) start fires on or in the vicinity of any work area or the Site;
 - (b) drive vehicles off roads or designated access routes;
 - (c) dispose of solid or liquid waste other than in areas prescribed for that purpose by the Customer; and
 - (d) where practicable, immediately report to the Customer any event or circumstance that causes or has the potential to cause damage to the environment or pollution.

VARIATION

15. Variation

- 15.1. The Customer may, at any time, request in writing to FR to vary some or all of the Supply under the Agreement (**Variation**). A Variation may include an increase, decrease or omission of any Supply (but must not amount to a reduction of the Supply) or a change in the timetable of the Supply.
- 15.2. The Customer must act in good faith in issuing a request for Variation. A proposed Variation is of no effect unless and until FR and the Customer agree in writing to amend the applicable Agreement or agree and enter into a new Agreement. FR is not required to accept any proposed Variation to the Commencement Date or Expiry Date.
- 15.3. If FR acting reasonably considers the scope of the Supply has been materially varied by the Customer and the Customer has not requested the Variation in writing, FR may immediately suspend the Supply until the Customer provides FR a written request for Variation and the same is agreed by FR and the Customer in accordance with clause 15.2.

- 15.4. FR's obligation to provide the altered or varied Supply is subject to:
 - (a) FR confirming it is willing or able to provide the same (FR must give the Customer prompt notice of this); and
 - (b) the parties agreeing a variation to the Agreement including the Supply Fee.

PAYMENT AND EXPENSES

16. Supply Fee

- 16.1. The Customer shall pay FR the Supply Fee for the Supply.
- 16.2. Unless agreed otherwise in writing, the parties agree the Supply Fee accrues:
 - (a) on and from the earlier of the agreed Commencement Date and the date the Equipment is dispatched or collected (as applicable) from FR's premises in accordance with clauses 8.2; and
 - (b) until the date that is the later of (i) the date the Equipment is returned in accordance with clause 11; (ii) if applicable, the date all amounts due and payable by the Customer under clause 11 have been paid; and (iii) if applicable, any replacement equipment purchased in accordance with clauses 10 and 13 has been delivered to FR and commissioned but where FR elects not to replace such Equipment, the date the Manufacturer estimates it will be able to replace and commission such replacement equipment.
- 16.3. The Customer must pay FR the Supply Fee within 30 days of receipt of a valid tax invoice.
- 16.4. FR may invoice the Customer for the Supply Fee in advance, on a monthly basis and/or otherwise in FR's discretion.
- 16.5. The Supply Fee will be paid into a bank account nominated by FR on the tax invoice.
- 16.6. The parties acknowledge and agree that the Supply Fee identified in the Quote has been discounted by an amount equal to 10% on the basis that such Supply Fee is received in full and on time as required by these Conditions. To the extent that an invoice for any part of such relevant Supply Fee is not received in full and on time as required by these Conditions and is not subject to a bona fide dispute as to whether such amount is due and payable, the relevant discount will not be deemed to have been offered in respect of the total value of the invoice that is overdue and such non discounted Supply Fee will be immediately due and payable by the Customer and for avoidance of doubt FR may issue a further invoice in respect of the additional amount which is immediately due and payable.

17. Stacking

- 17.1. If the Quote identifies a Stacked Rate, the Customer may request to commence a Stack Period in respect of all or some of the Supply upon providing 14 days written notice to FR at any time after the Commencement Date.
- 17.2. During a Stack Period:
 - (a) the Stacked Rate will apply in respect of the applicable Supply in lieu of the Supply Fee;
 - (b) the Stacked Rate is due and payable on the same terms as the Supply Fee;
 - (c) the Equipment will not be operated;
 - (d) the applicable Personnel will not provide any Supply; and
 - (e) the Equipment must be rigged out and safely stored.
- 17.3. The Customer may end a Stacked Period in respect of all or some of the Supply by providing written notice to FR upon which the Supply Fee will then apply and the limitations specified in clause 17.2 will not apply.
- 17.4. A Stacked Period in respect of any particular Supply may not exceed any maximum period of time identified in a Quote (if any).
- 17.5. If the Quote identifies a Minimum Supply Period in respect of any particular Supply the subject of a Stacked Period, the Stacked Period will not be deemed to apply to completion of the Minimum Supply Period.

18. Price Adjustment

- 18.1. If the Quote is prepared on incomplete, misleading or incorrect information provided by the Customer (including as to well pressure, diameter and characteristics of the required Equipment), FR may require the Customer to pay an additional amount (being the difference between the quoted price and what would have been quoted had the information supplied been accurate and complete).
- 18.2. Where after the Agreement is entered into a change in law occurs which materially increases the costs of FR making the Supply FR may by notice to the Customer propose an increase

to the Supply Fee to compensate FR for such increases in cost (such notice must set out sufficient details of the change in law and how the compensation has been calculated by FR) (**Proposed Price Change**). Within 10 Business Days of receipt of the Proposed Price Change the Customer must either by notice to FR accept the increase in Price and on doing so the Agreement will be varied to reflect the same, or terminate the Agreement.

19. **Bond**

- 19.1. If requested, the Customer must pay the Bond to FR before the Commencement Date.
- 19.2. FR may use the Bond to satisfy the Customer's obligations under or in connection with the Agreement.
- 19.3. No interest is payable on the Bond.
- 19.4. The Bond will be repaid to the Customer (less any deductions made by FR under clause 19.2) within 14 days of the Equipment being returned in accordance with these Conditions.

SUSPENSION AND TERMINATION

20. **Termination and Suspension**

- 20.1. A party may terminate the Agreement if the other party:
 - (a) fails to pay an amount payable under the Agreement when due; or
 - (b) commits a material breach of the Agreement which is capable of remedy but which is not remedied within 7 days of notice from the non defaulting party; or
 - (c) is subject to an Insolvency Event.
- 20.2. In the event an external administrator, controller, receiver or similar official (**External Party**) is appointed to a party, the party not subject to the Insolvency Event may write to such External Party seeking written confirmation about whether and how the other party will be able to and intends to continue to satisfy its obligations under the Agreement. Where the External Party fails to satisfactorily respond within 5 days of request, the party not subject to the Insolvency Event may immediately terminate the Agreement.

21. **Consequences of Termination**

- 21.1. On the termination or expiry of the Agreement (for whatever cause):
 - (a) the Customer will pay, as liquidated damages and not as a penalty, an amount equal to the Supply Fee that would have been payable until the later of (i) the Minimum Supply Period (if applicable); and (ii) any replacement equipment purchased in accordance with clauses 10 and 13 has been delivered to FR and commissioned but where FR elects not to replace such Equipment, the date the Manufacturer estimates it will be able to replace and commission such replacement equipment
 - (b) the rights and the obligations of the parties under the Agreement will terminate other than any provision which by its nature should survive the expiry or termination continues to apply and bind the parties; and
 - (c) any accrued rights (including to damages) to which any of the parties may be entitled or be subject to before termination or which arise from the event of termination will remain in effect

RISK, LIABILITY AND INSURANCE

22. **Warranties**

- 22.1. FR represents and warrants to the Customer that:
 - (a) it has, and will continue to have and to use, the skills, qualifications and experience, including Personnel, to perform the Supply;
 - (b) the Equipment is good, safe and serviceable so as to enable the Supply to be safely and efficiently provided by FR; and
 - (c) the Supply will be provided carefully, skilfully, diligently and efficiently to achieve the performance requirements set out in these Conditions and an Agreement.
- 22.2. The Customer warrants and represents to FR that the Customer has full legal capacity and power to enter into and perform its obligations under the Agreement.
- 22.3. If the Customer is trustee of a trust, it:
 - (a) enters into the Agreement as trustee of the trust and in its personal capacity; and
 - (b) represents and warrants to FR that it has an unrestricted right of indemnity out of the trust fund.
- 22.4. FR has not made any warranty or representation as to the (i) suitability of the Supply for any particular purpose; or (ii) likely commercial return the Customer may make from entering into

the Agreement and from receiving the Supply including but not limited to financial savings or increased revenue and/or profit.

23. **Indemnities and Limits**

- 23.1. The parties acknowledge and agree that the Personnel will comply with any reasonable and lawful directions from the Customer when performing the Supply and that if the Personnel was not provided by FR the Customer may need to employ someone to perform such parts of the Supply. On this basis, the Customer acknowledges and agrees that:
 - (a) FR and the Personnel will not be liable to the Customer for any acts, omissions or negligence of the Personnel under or in connection with the Agreement or the performance of the Supply;
 - (b) the maximum liability FR has to the Customer under or in connection with the Agreement is limited to a maximum amount equal to the Supply Fees paid to FR under the Agreement; and
 - (c) the Customer releases and indemnifies FR and its officer and employees from any Claims arising from or in connection with the Agreement other than arising from wilful misconduct or fraud of the Personnel.
- 23.2. Except to the extent caused by the negligent acts or omissions of FR, the Customer will indemnify FR from all Claims in connection with the Supply, the Customer's acts or omissions (whether negligent or otherwise) including those of the Customer's officers, employees, agents and contractors and any breach of the Agreement by the Customer.
- 23.3. The Customer hereby releases FR and agrees to indemnify and keep indemnified FR against any Claim which may be made against FR in respect of the following:
 - (a) loss of or damage to any well, hole, pipeline or other infrastructure (including but not limited to the costs of re-drill);
 - (b) blow out, fire explosion, cratering or any uncontrolled well condition (including but not limited to the costs to control a wild well and the removal of debris);
 - (c) damage to any reservoir, geological formation or underground strata or the loss of oil, water or gas;
 - (d) pollution or contamination of any kind (other than surface spillage of fuels, lubricants, rig sewage, or garbage, to the extent attributable to the negligence of FR) including but not limited to the cost of control, removal and clean-up; and/or
 - (e) escape of any substance from any pipeline, vessel or storage facility.
- 23.4. Despite any other provision in the Agreement, a party will not be liable to the other party in contract (including under an indemnity), tort (including negligence or breach of statutory duty) or otherwise, for:
 - (a) special, indirect, consequential or economic loss or damage of any nature; or
 - (b) loss of profit, production, facility downtime, revenue, business, contracts or anticipated savings.

24. **Insurance**

- 24.1. FR will maintain the following insurances with a reputable insurance provider for the term of any Agreement and will, if requested by the Customer, provide the Customer with a copy of a certificate evidencing the insurances:
 - (a) Public Liability insurance for an amount of not less than \$20 million in aggregate for any one financial year;
 - (b) Workers compensation coverage for employees in accordance with the respective States or Territories where the Personnel reside and work; and
 - (c) Motor vehicle compulsory third party insurance as required by law for all vehicles being the responsibility of the property of FR and used in the provision of or in connection with the Supply.
- 24.2. If FR subcontracts any part of the Supply to be provided under an Agreement, FR will ensure that each of its subcontractors effects and maintains during the currency of the Agreement insurances of the type referred to in clause 24.1.
- 24.3. The Customer will, on demand, pay the deductible (being the amount specified in the Quote (if any) or as notified by FR in writing from time to time) if an insurable event occurs in relation to the Equipment.
- 24.4. The Customer will not do, or fail to do, anything which could (i) prejudice FR's insurance in respect of the Equipment; (ii) cause the premiums for such insurance to be increased; or (iii) lead to the cancellation or refusal of insurance for the Equipment.

- 24.5. At all times during the Term the Customer must hold Public Liability insurance for an amount of not less than \$20 million in aggregate for any one financial year. The Customer must provide FR written evidence of its compliance with this clause 24.5 on demand by FR.
- OTHER PROVISIONS**
25. **Dispute Resolution**
- 25.1. If a dispute arises between the parties under or in connection with the Agreement, the parties must use their best efforts to resolve that dispute by negotiation or otherwise before commencing legal proceedings.
- 25.2. The parties will be deemed to have used their best efforts to resolve a dispute if:
- (a) one party gives to the other party notice of a meeting to negotiate and resolve the dispute at a reasonable time and place and the other party fails to attend the meeting; or
- (b) if the parties do meet but have failed to resolve the dispute within 14 days of that meeting.
- 25.3. Nothing in this clause 25 will preclude either party from seeking an urgent interim interlocutory injunction in cases of genuine urgency.
- 25.4. If the parties have used best efforts to resolve a dispute in accordance with clause 25.2 and the dispute cannot be resolved, or either party has failed to comply with this clause a party may commence litigation in respect of the dispute.
26. **Confidential Information**
- 26.1. A party (**recipient**) must use or disclose confidential information provide by or about the other party (**discloser**) only:
- (a) to perform its obligations under a contract;
- (b) as required by the mandatory operation of law;
- (c) to its professional advisors (bankers, accountants, lawyers) for a proper purpose; or
- (d) with the other party's prior written consent.
- 26.2. The obligations imposed under this clause 26 survive the termination of these Conditions and an Agreement.
- 26.3. In this clause **confidential information** means any confidential or proprietary information (in any form including copies and notes) obtained in connection with an Agreement (including in negotiating an Agreement). It however excludes: (i) information which is or becomes a matter of public record other than by a breach of this clause; (ii) information which the discloser certifies in writing as not being confidential information; and (iii) information which the recipient proves it lawfully possessed before obtaining it in connection with an Agreement.
27. **Intellectual Property and Data**
- 27.1. FR remains the owner or licensee (as the case may be) of all Intellectual Property owned or used by FR prior to entering into this Agreement and after entering into this Agreement except as this clause otherwise provides.
- 27.2. The Customer owns all Intellectual Property in test data created by FR in performing the Supply for the Customer.
28. **Relationship**
- 28.1. The Agreement does not give rise to any relationship of partnership, agency, employer and employee or any other legal relationship between the parties and neither party has a right to assume or create any obligations of any kind, express or implied, in the name of or on behalf of the other party.
- 28.2. These Conditions are non-exclusive meaning the Customer can source supplies from other suppliers and FR can provide services to other customers.
29. **Invoices**
- 29.1. If the Customer disputes the validity or accuracy of an invoice issued by FR under the Agreement, it is the obligation of the Customer to notify FR in writing within 7 days of the invoice being issued to the Customer. If the Customer fails to dispute such invoice in accordance with this clause 29.1, such invoice will be deemed to be valid and acceptable to the Customer and due and payable in accordance with these Conditions.
30. **Interest**
- 30.1. If any amount due and payable by the Customer under the Agreement is overdue (whether demanded or not), FR may charge the Customer interest at the Australian and New Zealand Banking Corporation Limited's Business Variable Reference Rate plus 2% from the date of default until FR receives payment in full.
31. **Entire Agreement**
- 31.1. The Agreement represents the parties' entire agreement, and supersedes all prior representations, communications, contracts, statements and understandings, whether oral or in writing, relating to its subject matter.
32. **No Waiver**
- 32.1. A party waives a right under the Agreement only by written notice that it waives that right.
33. **Subcontracting**
- 33.1. FR may use the subcontractors to provide the Supply.
34. **Assignment**
- 34.1. The Customer must not, without the prior written consent of FR assign or transfer any right or obligation under the Agreement.
35. **Notice**
- 35.1. For the purpose of this clause 35.1, notice includes any consent or approval which may be given under the Agreement. Notice can only be in writing by the party or its agent. Notice can only be given to a party:
- (a) personally;
- (b) by registered post to the recipient's last known place of business (notice by post is deemed to be received at the time at which the letter would be delivered in the ordinary course of post); or
- (c) by email (notice by email is deemed to be received if the sender does not receive either an electronic delivery notification error or delivery delay notice within 24 hours of sending the email).
36. **Amendment**
- 36.1. The Agreement can only be amended by written agreement of the parties.
37. **Payments**
- 37.1. All payments to be made under the Agreement must be made in immediately available Australian dollars and without any deduction, withholding or set-off
38. **GST**
- 38.1. Unless expressly stated otherwise in the Quote or these Conditions, amounts payable are expressed as exclusive of GST.
- 38.2. If applicable, the Customer must pay GST on an invoice as and when required to pay the invoice.
39. **Force Majeure**
- 39.1. Except in relation to an obligation to make any payments under an Agreement, the parties are relieved from liability under an Agreement to the extent that owing to Force Majeure they have been unable to or have failed to comply with their respective obligations under the Agreement during the continuance of any inability so caused.
- 39.2. In the event of any Force Majeure occurrence a party seeking relief under this clause will as soon as practically possible notify each other party of the event of Force Majeure and provide all relevant information as is available pertaining to such event. The affected party shall use reasonable efforts to overcome or remedy such Force Majeure event as soon as possible.
- 39.3. If the Force Majeure prevents FR from providing the Supply for 30 or more continuous days either the Customer or FR may terminate the Agreement on 14 days notice.
40. **No Poaching**
- 40.1. The Customer agrees that the Customer will not, without FR's prior written consent, directly or indirectly solicit, employ or engage any Personnel during the Agreement and for a period of 12 months from the completion of the Agreement.
41. **Governing Law**
- 41.1. The laws of South Australia will apply to the Agreement and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of that State (and the Federal Court of Australia (Adelaide Registry)).
42. **Costs**
- 42.1. A party must pay its own costs of negotiation, preparation and execution of these Conditions and any document in respect of forming or documenting Agreements under these Conditions. A party must pay its own costs and expenses in performing any obligation under an Agreement unless the Agreement provides otherwise.
43. **Counterparts**
- 43.1. These Conditions may be executed in two counterparts (including by PDF scanned emailed copies) which when executed will constitute one agreement.
- UNDERSTANDING THIS AGREEMENT**
44. **Meanings**

- 44.1. In these Conditions and any Agreement, unless the context otherwise requires:
- (a) **Agreement** means, subject to clause 1, an agreement for the Supply between FR and the Customer.
 - (b) **Applicable Policies** means the written policies and procedures of the Customer relevant to the Supply which are provided to FR before the entry into of the Agreement and which are not inconsistent with the obligations or rights of FR under the Agreement.
 - (c) **Approvals** means any permits, approvals, licences or consents required so FR can make the Supply (if any).
 - (d) **Bond** means the amount specified in the Quote (if any).
 - (e) **Business Day** means a day which is not a Saturday, Sunday or public holiday in the City of Adelaide, South Australia.
 - (f) **Claims** means any costs, expenses, losses, damages and liabilities (including legal costs on a full indemnity basis) suffered or incurred by, and all actions, proceedings, demands and claims brought, made or recovered by any person against, FR whether in contract, tort (including, without limitation, negligence) or otherwise.
 - (g) **Commencement Date** means the date specified in the Quote.
 - (h) **Conditions** mean the terms and conditions set out in this document.
 - (i) **Consumables** means single use items to be used, applied or installed on the Equipment including but not limited to seals, gaskets, filters and other consumables such as those used in the testing of Equipment.
 - (j) **Customer** means the person/entity specified in the Quote.
 - (k) **Customer's Equipment** means the equipment specified in the Quote (if any) or otherwise required to be provided so FR can make the Supply.
 - (l) **Environmental Law** means any applicable laws relating to the environment including, without limitation, a law relating to land use, planning, environmental assessment, heritage, water, pollution, soil or groundwater contamination and hazardous substances.
 - (m) **Equipment** means the equipment specified in the Quote and otherwise as identified and bearing serial numbers as identified in the Shipping Documents
 - (n) **Expiry Date** means the date specified in the Quote.
 - (o) **Good Operating Practice** means the exercise of a degree of skill, diligence and prudence that reasonably would be expected from an experienced and competent person and the provision of adequate materials, suitable personnel and suitable and sufficient equipment.
 - (p) **GST** means any tax imposed on the supply of goods or services which is imposed or assessed under A New Tax System (Goods and Services Tax) Act 1999 (Cth) (as amended).
 - (q) **Force Majeure** means any circumstance or event beyond the reasonable control of the party concerned resulting in or causing a failure or delay, hindrance to, or interference, whether wholly or in part, with the performance of that party's obligations under this Agreement. Such circumstances shall include, but not be limited to Act of God, riots, insurrections, rebellions, terrorist acts, civil disturbances, wars (declared or undeclared), Government regulations for national defence, fire, lightning, severe weather conditions, strikes, boycotts, lockouts or other labour disturbances or compliance with any law regulation or order of any governmental body or court.
 - (r) **FR** means one of the following entities as specified in the Quote (i) The Supply Group Australia Pty Ltd (ACN 616 197 847) trading as Farley Riggs; or (ii) The Supply Group Australia #2 Pty Ltd (ACN 645 976 889) trading as Farley Riggs SPV.
- (s) **Information** means all information, operations, records, reports, data (whether as to the results of activities undertaken or otherwise), secrets, know-how, inventions and all other matters connected with the Supply.
 - (t) **Intellectual Property** means all copyright and all rights in relation to inventions (including patents and patent rights), registered and unregistered trademarks, registered and unregistered designs, confidential information, trade secrets and know-how, circuit layout rights and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields.
 - (u) **Insolvency Event** means a party (i) becomes or passes a resolution to become a **Chapter 5 body corporate**; (ii) cannot pay its debts as and when they fall due or becomes an **insolvent under administration**; (iii) has proceedings brought against it under any bankruptcy or insolvency law and such proceedings are not discharged or stayed within 30 days; and/or (iv) becomes subject to the appointment of an administrator, provisional liquidator, trustee in bankruptcy or has a **controller** appointed in respect of any property, (each bold term in this definition has the meaning given in section 9 of the Corporations Act 2001 (Cth)).
 - (v) **Manufacturer** means the manufacturer of the Equipment and includes any component of the Equipment.
 - (w) **Minimum Supply Period** means any minimum period of time in which the Supply must be provided as specified in the Quote (if any).
 - (x) **NDT** means non-destructive testing as that term is understood within the resource industry and includes but is not limited to visual, no-go gauging, ultrasonic, magnetic particle and pressure testing.
 - (y) **Personnel** means FR's employees, agents and permitted subcontractors connected with the performance of the FR's obligations under the Agreement.
 - (z) **Quote** means a written quote or offer issued by FR to the Customer in respect of the Supply.
 - (aa) **Shipping Documents** means those documents delivered with the Equipment (if any).
 - (bb) **Site** means any location/s specified in the Quote and such other locations agreed in writing between the parties from time to time.
 - (cc) **Specified Personnel** means the personnel, if any, specified in the Quote as being responsible for the provision of the Supply.
 - (dd) **Stacked Period** means such period of time where the Supply is not required subject to the terms of these Conditions.
 - (ee) **Stacked Rates** means any rates specified in a Quote applicable during any Stacked Period.
 - (ff) **Supply** means the supply specified in the Quote being with or without Equipment and/or Personnel.
 - (gg) **Term** is defined in clause 2.1.
45. **Interpretation**
- 45.1. In these Conditions unless the context otherwise requires:
- (a) the singular includes the plural and vice versa;
 - (b) a party includes a party's successors, executors, administrators and permitted assigns; and
 - (c) legislation or reference to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.