

PART A – GENERAL CONDITIONS

1. DEFINITIONS

Unless the context otherwise requires, the following terms have the meanings given when used in the Contract:

Background IP means all intellectual property rights owned, licensed, created or developed by, or on behalf of, the Supplier or its related bodies corporate, or Zenith or its related bodies corporate (as applicable) that exist prior to the issue of the PO or that are created or developed otherwise than in connection with the Contract.

Client means Zenith’s or its related body corporate’s client, for whose project the Goods or Services are to be used.

Contract means the PO, these Standard Conditions and all other documents attached to the Purchase Order or incorporated by reference and formed in accordance with clause 2.

Defect means any failure, deficiency, error, or omission in respect of the Goods and/or Services to meet the requirements of the Contract.

Delivery Point is the place specified in the PO to which the Goods are to be delivered by the Supplier.

General Conditions means these conditions.

Goods means the goods specified in the PO to be purchased or hired by Zenith, including machinery, plant, equipment, materials, and other items of all kinds, and any and all parts thereof.

Goods Purchased means any Goods sold by the Supplier to Zenith.

Hired-in Goods means the Goods identified in the PO which are to be leased by the Supplier to Zenith for the Hire Period.

Hire Period means, in respect of the Hired-in Goods, the term of hire set out in the PO, as may be extended under clause 25.

Indemnified Party means Zenith, Zenith’s related bodies corporate, each member of any joint venture to which Zenith or its related bodies corporate is a party, the Client, and its related bodies corporate, and all of their respective officers, directors, employees, agents, and representatives.

Insolvency Event means any of the following: the Supplier is insolvent or unable to pay its debts when they fall due, ceases to carry on business, a receiver, administrator or liquidator is appointed, or a meeting of creditors is called in relation to the Supplier, or the Supplier enters into an arrangement with its creditors, the Supplier has a winding-up order made against it or passes a resolution for winding-up, or an act is done or event occurs which has an analogous or similar effect to the above.

Invoice means a document that complies with the requirements set out in Subdivision 29-C, section 29.70 of the GST Act.

Legal Requirements includes present and future applicable legislation, ordinances, regulations, by-laws, local laws, orders and proclamations, approvals, authorisations, permits, licences, requirements of government authorities, and principles of law or equity, as amended from time to time, whether or not existing at the date of the PO.

Mobilization Date is the date that the Goods are to be delivered to the Delivery Point and/or the Services are to be performed, as set out in the PO, and as may be amended by written notice by Zenith, or if no date is specified, within a reasonable time having regard to normal commercial practice.

Personnel means a party’s or its related bodies corporate’s officers, employees, agents, and subcontractors (and their respective officers, employees, agents, and subcontractors).

Price is the amount Zenith has agreed to pay for the Goods and/or the Services as specified in the PO (which may be a lump sum or a schedule of rates and prices where Services are charged on a time basis).

Project IP means all intellectual property rights created, developed, or discovered by, or on behalf of, the Supplier or its related bodies corporate in connection with the performance of the Contract (excluding the Supplier’s Background IP).

PO means the document headed as Purchase Order and describing the Goods and/or Services to be supplied to Zenith.


Re-delivery Point is the Delivery Point to where the Hired-in Goods are to be returned at the end of the Hire Period, as set out in the PO, unless otherwise specifically agreed to by Zenith and the Supplier.

Services means the services described in the PO and the provision of all materials and equipment, necessary to allow or assist the performance of the Services.

Supplier means the party to whom the PO is addressed.

Supply means the Goods, or the Hired-in Goods, or the Services as specified in the PO.

Variation means:

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- (a) the inclusion of additional goods or services to be supplied by the Supplier under the PO.
- (b) a change in the character or quality to be Supplied; or
- (c) an increase or decrease in the quantity to be Supplied.

Zenith means Zenith Energy Pty Ltd, or its related body corporate as set out in the PO.

2. CONTRACT

- 2.1 Part A of these General Conditions applies to all Contracts for:
 - (a) Goods Purchased by Zenith.
 - (b) Supply of Hired-in Goods; and/or
 - (c) Supply of Services.
- 2.2 The Supplier agrees to comply with all of Zenith's policies, procedures and guidelines as published on its website (and subject to variation from time to time), including but not limited to policies relating to human slavery and data and information protection. Zenith reserves the right to audit the Supplier's compliance with these policies and requirements, and the Supplier agrees to provide access to relevant records requested by Zenith for the purposes of verifying compliance
- 2.3 A PO issued by Zenith to the Supplier constitutes an offer by Zenith to engage the Supplier to supply the Goods, or the Hired-in Goods, or to perform the Services, on the terms set out in the PO (including any special conditions in the PO) and these General Conditions. A contract (the "Contract") is formed between Zenith and the Supplier for the Supply when the Supplier communicates in writing or verbally with Zenith in a way that confirms or implies acceptance of the PO or commences work to deliver the Supply.
- 2.4 All other terms and conditions (including any provided or referenced by the Supplier, whether or not received or acknowledged by the Purchaser) will be void and unenforceable and will not form part of the Contract.
- 2.5 The Contract shall be effective from the date of order stated on the PO and will continue until the Supplier has completed all of its obligations under the Contract, or until the Contract is terminated in accordance with its terms (whichever is earlier).

3. CHANGES


- 3.1 Zenith may, at any time, require the Supplier to Vary or change the specifications of the Goods and/or Services, provided that the Variation is in writing and within the general scope of the PO. The cost of any change must be agreed between Zenith and the Supplier and will be added to or deducted from the Price (as the case may be). Zenith has the right to audit the Supplier's estimated cost of any change to the Price, and the Supplier must provide Zenith with access to all relevant books and records for this purpose.
- 3.2 No changes to the Contract may be made by the Supplier without the written agreement of Zenith.
- 3.3 Any Variations or revised PO relating to the Contract will be on the same terms and conditions as contained in the Contract.
- 3.4 In cases of any conflict or ambiguity, the PO shall have precedence over these General Conditions.

4. TIME

The time for delivery of the Goods and/or performance of the Services, is of the essence.

5. PACKAGE AND TAGGING

- 5.1 The Supplier must ensure that all Goods are clearly marked and identified and suitably packed or otherwise prepared for shipment to avoid damage or loss to the Goods while they are in transit to Zenith, including in accordance with all Legal Requirements and Zenith's reasonable requirements. If the Goods are lost or damaged in transit before delivery to Zenith, then the Supplier will replace them at its own cost.
- 5.2 An advice notes and packing list must be provided with the Goods and must quote the relevant PO number and state whether all or only parts of the Goods are delivered.
- 5.3 The Supplier must, having regard to the nature of the Goods and the Services, comply with all Legal Requirements necessary to manufacture, assemble, use, store, transport, supply, lease and/or sell the Goods, and/or perform the Services, in accordance with the Contract, and hold all applicable approvals, authorizations, permits and licences to carry out its obligations under the Contract.
- 5.4 Where the Contract includes the supply of any hazardous substances, the Supplier must strictly comply with Legal Requirements relating to the supply of hazardous Goods.

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6. PRICE

- 6.1 In consideration of the Supplier's performance under the Contract, Zenith shall pay the Supplier the Price.
- 6.2 The Price as set out in the PO is fixed and firm unless specifically agreed to by Zenith and stated on the PO.
- 6.3 The Price shall be in Australian Dollars (AUD).
- 6.4 All applicable GST and any other taxes and duties shall be separately stated and itemized on the Supplier's invoice.
- 6.5 Unless otherwise stated in the PO, the Price includes all costs of wrapping, packing, cartons, crating and the cost of freight to the Delivery Point but excluding unloading, and all other costs and charges in connection with the supply of the Goods or performance of the Services.

7. INVOICES AND PAYMENT

- 7.1 Unless otherwise stated in the PO, the Supplier shall Invoice Zenith upon delivery of the Goods Purchased, completion of the Hire Period and/or completion of the Services (as applicable), or where performance of the Services or the Hire Period may exceed thirty (30) days in duration, at the end of each calendar month in which the Contract is performed.

- 7.2 A correctly rendered Invoice must be submitted in PDF format to:

accountspayable@zenithenergy.com.au;

or mailed to:

Accounts Payable Department
 Zenith Energy Pty Ltd
 PO BOX 58, BELMONT, WA 6984

- 7.3 The Invoice must specify:

- (a) the PO number, the description, the identification code (if any) and the quantity supplied against each Supply component in the same sequence as shown in the PO.
- (b) the correct Zenith entity.
- (c) a description of the Goods supplied, or Services performed in respect of the period covered by the invoice; and
- (d) any further or supporting information reasonably requested by Zenith.

Failure to do so may result in Zenith returning the invoice to the Supplier as it is invalid.

- 7.4 Invoices shall be paid (30) days from End of Month.

- 7.5 If there is any disputed item on the invoice submitted Zenith will:

- (a) As soon as possible inform the Supplier of the disputed amount; and
- (b) Pay the amount invoiced, less the disputed amount, pursuant to the Contract.

- 7.6 Zenith may set off or deduct amounts owing to the Supplier, provided it gives the Supplier prior notice of seven (7) days of its intention to deduct or set off any sums and shall furnish the Supplier with its reasons for the deduction or set off.


- 7.7 Payment by Zenith of an invoice will be payment on account only and will not constitute acceptance by Zenith that the Goods and/or Services have been supplied or performed in accordance with the Contract.

- 7.8 Supplier must submit their final invoice to Zenith for payment within three (3) months of the last date of delivery of the Goods Purchased, completion of the Hire Period and/or completion of the Services (as applicable). Any claim of the Supplier in connection with the Contract (including any payment claim) that has not been made by this date will be forever barred, and the Supplier releases Zenith from all such claims.

8. TAXES

- 8.1 Supplier will comply with all Legal Requirements relating to taxation.
- 8.2 If Zenith is required by Legal Requirements to make withholdings or deductions from payments otherwise due to the Supplier, then Zenith may do so, and the amount so withheld will be deemed to be paid by the Supplier.
- 8.3 If any supply made pursuant to the Contract is a taxable supply (as defined in the *A New Tax System (Goods & Services Tax) Act 1999*), Zenith will pay to the Supplier the GST in respect of that taxable supply.

9. INTELLECTUAL PROPERTY

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- 9.1 All right, title and interest to each party's Background IP remains with that party. All right, title and interest in the Project IP vests in Zenith, and to the extent any such rights, title and interests vest in the Supplier, the Supplier must assign the same to Zenith and do all further things necessary to affect such assignment.
- 9.2 The Supplier grants to Zenith and each of its related bodies corporate a non-exclusive, perpetual, royalty free, irrevocable, transferable, worldwide licence (including the right to sub-licence) to use, reproduce and modify the Supplier's Background IP for any purpose in connection with the Contract or using the benefits of the Contract.
- 9.3 The Supplier warrants that use of the Supplier's Background IP and Project IP in accordance with the Contract, and use of the Goods Purchased, Hired-In Goods or the Services, will not infringe the intellectual property rights of any third party or breach any Legal Requirements.
- 9.4 The Supplier indemnifies Zenith and its related bodies corporate for any breach of the warranty in clause 9.3 and for any loss suffered or incurred by any of them in respect of a breach of such warranty.

10. INDEMNITIES


- 10.1 The Supplier, to the extent permitted by Legal Requirements, indemnifies, and holds harmless, the Indemnified Parties against:
 - (a) loss of, or damage to, any real or personal property owned, leased, licensed, or controlled by the Indemnified Parties, or any real or personal property of any third party; and
 - (b) personal injury (which includes illness) or death of any person,
- 10.2 arising out of or in connection with the Supplier performing or purporting to perform the Contract, except to the extent that the wilful misconduct or gross negligence of an Indemnified Party contributed to the loss, damage, death or injury.
- 10.3 This indemnity will survive expiry or termination of the Contract. Zenith holds the benefit of the indemnities in the Contract for itself and on trust for each other Indemnified Party.

11. EXCLUSION OF CONSEQUENTIAL LOSS

- 11.1 No party shall be liable to the other party for any indirect, special, punitive, or consequential loss or damage, including loss of profit, loss of use, loss of revenue, loss of business or production or loss of opportunity (whether direct or indirect). This exclusion of liability will not apply to the Supplier's liability in respect of:
 - (a) loss of or damage to property of any person, or personal injury or death of any person.
 - (b) any breach of Legal Requirements.
 - (c) it's or its Personnel's fraud or wilful misconduct.
 - (d) the indemnity given by the Supplier under clause 9.4; and
 - (e) any acts or omissions that are indemnified under a policy of insurance held by the Supplier, or that would have been indemnified had the Supplier complied with its obligations under clause 12.
- 11.2 To avoid doubt, the cost of and incidental to the rectification of any Defects or direct loss or direct damage caused by any Defects is not indirect, special, punitive, or consequential loss or damage, and the parties agree that such costs, loss, or damage are recoverable by Zenith from the Supplier.

12. INSURANCE

- 12.1 The Supplier must affect and maintain all insurance that a reasonable and prudent supplier of the Goods and/or Services would hold in accordance with good industry practice, including the following, to be maintained with a major, reputable Australian resident insurance company approved by Zenith (except to the extent Legal Requirements require a particular insurer):
 - (a) insurance to cover physical loss or damage to the Goods, including adequate transit insurance, for an amount not less than its full replacement value.
 - (b) third party product and public liability insurance covering liability for loss of, damage to and loss of use of property, and death or bodily injury (including illness), of an amount not less than AUD 10 million for any one occurrence, unlimited in the aggregate for public liability but limited in the aggregate to AUD 10 million for product liability.
 - (c) statutory motor vehicle insurance which is compulsory under applicable Legal Requirements governing the use of registered motor vehicles.
 - (d) comprehensive motor insurance covering all mechanically propelled vehicles owned, operated, or controlled by the Supplier, for an amount of not less than AUD 20 million per occurrence and unlimited as to the number of occurrences.
 - (e) any registration and insurance required by Legal Requirements in respect of its employees, including compulsory worker's compensation insurance and employer's liability insurance.
 - (f) any additional insurance required by Legal Requirements or set out in the PO.

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12.2 The Supplier must ensure that its subcontractor's effect and maintain the relevant insurances required under this clause. The Supplier must not commit, and must ensure that its subcontractors do not commit, any act or omission which is in contravention of an insurance policy maintained by it or which may result in that insurance policy becoming void or voidable or which may result in the insurer refusing liability under the policy.

12.3 The Supplier must provide certificates of insurance to Zenith upon request, as evidence of the insurances held under this clause 12. If the Supplier fails to effect or maintain any of the insurances required under this clause 12, or procure its subcontractors to do so, then Zenith or the Client may affect and maintain that insurance at the Supplier's cost.

13. TERMINATION

13.1 Zenith may terminate this Contract at its convenience by providing written notice to Supplier without incurring any liability to the Supplier for any compensation or payment of moneys except for what is properly due for that part of the Contract properly performed up to the date of termination.

13.2 If the Supplier defaults, breaches any of its obligations under the Contract, or suffers an Insolvency Event, Zenith may by written notice and without prejudice to any other rights, do either or both:

- (a) Reject any Defective Goods or Services; and/or
- (b) Terminate all or part of the Contract without liability for any compensation or payment of moneys except for what is properly due for that part of the Contract properly performed up to the date of termination.

13.3 Termination will not affect any accrued rights or remedies under the Contract.

13.4 Zenith may suspend any part of the Services at any time and for any reason with immediate effect, by notice to the Supplier. On receiving such notice, the Supplier must immediately suspend performance of its relevant obligations until Zenith notifies it that performance may continue.

14. NOTICE

14.1 A notice or other communication under the Contract is only effective if it is in writing, signed (except in the case of an email) and either left at the addressee's address or sent to the addressee by mail, fax or email as set out in the PO or otherwise notified by a party to the other party.

14.2 If notice or other communication under the Contract is sent by:

- (a) Mail, it is taken to have been received 3 business days after it is posted within Australia.
- (b) Facsimile or email, it is taken to have been received when the addressee receives it in full and in legible form.

15. DISPUTE & GOVERNING LAW

15.1 If a dispute arises under the Contract, which cannot be resolved by negotiation, either party may commence legal proceedings in relation to that dispute. This does not prevent a party from seeking urgent injunctive or declaratory relief. The Supplier must continue to perform the Contract despite the existence of a dispute.

15.2 The Contract shall be governed by the laws of Western Australia.

16. PERSONAL PROPERTY SECURITIES ACT


16.1 The Supplier or any of its related bodies corporate must not register any security interest in relation to the Contract against Zenith or any of its related bodies corporate on any register maintained under the Personal Property Securities Act 2009 (Cth) (PPSA).

16.2 The Supplier will immediately do anything, at its own cost, which Zenith reasonably requires to ensure that any security interest Zenith has arising out of or in connection with the Contract is enforceable, effective, registered and perfected under the PPSA and has the priority required by Zenith, and to enable Zenith to exercise its rights in relation to such security interest.

16.3 To the extent permitted by Legal Requirements:

- (a) the Supplier is not entitled to receive any notices from Zenith under the PPSA (including a financing statement, financing change statement or verification statement), unless the requirement cannot be excluded.
- (b) for the purposes of sections 115(1) and 115(7) of the PPSA, Zenith need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4), and sections 142 and 143 are excluded.
- (c) for the purposes of section 115(7) of the PPSA, Zenith need not comply with sections 132 and 137(3); and
- (d) the Supplier and Zenith agree that they must not disclose any information of the kind referred to in section 275 of the PPSA.

17. ENTIRE AGREEMENT AND EXCLUSION OF SALE OF GOODS

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- 17.1 The Contract constitutes the entire agreement between the parties and supersedes all previous negotiations and communications about its subject matter.
- 17.2 The 1986 United Nations Convention on Contracts for the International Sale of Goods, and any other Legal Requirement which gives effect to this convention will be excluded and will not apply to the Contract.

PART B – GOODS PURCHASED

18. APPLICATION OF THIS PART

To the extent that the Contract is for the supply of Goods to be purchased by Zenith, the conditions of this Part B apply in addition to any other terms and conditions of the Contract.

19. DELIVERY

Supplier at its own expense shall deliver the Goods Purchased to Zenith to the Delivery Point on the Mobilization Date. Delivery will be taken to occur upon completion of offloading of the Goods at the Delivery Point by the Supplier.

20. RISK, TITLE, AND PROPERTY


- 20.1 Title to and property in the Goods immediately passes to Zenith upon payment or delivery, whichever occurs first, and the Goods must be appropriately marked and identified as the property of Zenith.
- 20.2 Risks in the Goods remain with the Supplier until delivery to Zenith in accordance with the Contract (or as otherwise set out in the PO, including by reference to any Incoterms).

21. INSPECTION AND TESTING

- 21.1 Zenith shall have the right to inspect and test the Goods Purchased at any time during the manufacture and/or prior to shipment or upon delivery, and to perform final inspection within a reasonable time after the delivery of the Goods Purchased, or when the Goods are used or installed by Zenith.
- 21.2 If, as a result of any inspection or testing, the Goods Purchased are Defective or otherwise non-conforming, Zenith may reject such Goods and shall notify the Supplier immediately and either:
 - (a) return the Goods to the Supplier, at the Supplier's cost, in which case, the Supplier must reimburse Zenith for the Price paid for the Goods and any costs incurred in returning the Goods, and title to the Goods will revert to the Supplier upon reimbursement of the Price; or
 - (b) require the Supplier, at its own cost, to promptly repair, replace or make good the non-conformity to ensure that any rejected Goods comply with the Contract. If the Supplier fails to do so within the time required by Zenith, then Zenith may itself or by a third party make good the Defect or non-conformity and recover the costs of doing so from the Supplier. Risk in the Goods will not pass to Zenith until the Goods have been repaired, replaced, or made good in accordance with this clause. Such Goods shall not be accepted until after such time that Zenith confirms in writing that the Goods are accepted. The Supplier must carry out any repair work under this clause as if it were a Service under the Contract, at the Supplier's sole risk and cost.
- 21.3 Acceptance of the Goods by Zenith, or any inspection or testing of the Goods by Zenith, does not relieve the Supplier of any of its obligations or liability, and does not limit Zenith's rights, under the Contract or Legal Requirements.

22. WARRANTIES

- 22.1 The Supplier warrants that the Goods Purchased:
 - (a) comply with the specifications in the PO.
 - (b) are new (unless otherwise specified in the PO);
 - (c) are of merchantable quality and fit for the purpose set out or inferred from the PO.
 - (d) are free from Defects.
 - (e) are free from any encumbrances, liens, security, charges, or third-party interests, from delivery to Zenith; and
 - (f) are safe and not endanger people or property (when used correctly).
- 22.2 Without limiting Zenith's rights under Legal Requirements and the Contract, the Supplier warrants that the Goods Purchased will be free for Defects for a minimum of 12 months from the date of delivery.
- 22.3 Supplier warrants that the Goods sold herein to Zenith have been produced, sold, delivered, and furnished in strict compliance with all Legal Requirements and legally binding standards to which the Goods are subject.
- 22.4 Any manufacture instructions, manuals, drawings, spare parts, warranty details and other documentation required under the PO or by Legal Requirements shall be provided to Zenith upon delivery and shall be

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accurate and complete. The Supplier must ensure that all applicable warranties for the Goods are transferred to Zenith upon delivery.

22.5 Supplier shall execute and deliver such documents as may be required to effect or to evidence any legal or warranty compliance.

PART C – HIRED-IN GOODS

23. APPLICATION OF THIS PART

To the extent that the Contract is for the supply of Hired-in Goods to Zenith, the conditions of this Part C apply in addition to any other terms and conditions of the Contract.

24. HIRED-IN GOODS

24.1 Supplier at its own expense shall deliver the Hired-in Goods to Zenith to the Delivery Point on the Mobilization Date. Delivery will be taken to occur upon completion of offloading of the Hired-in Goods at the Delivery Point by the Supplier.

24.2 The Supplier must furnish all operating manuals and instructions and other documents required under the PO or by Legal Requirements for the Hired-in Goods, and such documents must be accurate and complete.

25. TERM

25.1 The Supplier will lease the Hired-in Goods to Zenith for the Hire Period.

25.2 If Zenith continues to retain possession of the Hired-in Goods, with the Supplier’s consent, beyond the Hire Period specified in the PO, then the Hire Period will be taken to be automatically extended on the same terms and conditions as the Contract, until Zenith returns the Hired-in Goods under clause 31.

26. OWNERSHIP & RISK

26.1 The Supplier retains full title and ownership in the Hired-in Goods notwithstanding that the Goods are hired to and in the possession of Zenith. The Supplier must allow Zenith to possess and enjoy the Hired-in Goods during the Hire Period without interruption or disturbance.

26.2 Risk in the Hired-in Goods shall only pass to Zenith when Zenith takes delivery of the Goods. Such risk shall remain with Zenith until the Goods are returned to the Supplier.

27. INSPECTION & TESTING

27.1 Zenith shall have the right, but not the obligation, at all times to inspect and test the Hired-in Goods provided.

27.2 Prior to delivery of the Hired-in Goods, Zenith may request the Supplier, at its own cost, to carry out an inspection and/or testing.

27.3 If the Hired-in Goods are Defective or otherwise non-conforming, Zenith may reject such Hired-in Goods and either:

- (a) return the Hired-in Goods to the Supplier, at the Supplier’s cost, in which case, the Supplier must reimburse Zenith for the Price paid for the Hired-in Goods and any costs incurred in returning the Hired-in Goods and in hiring alternative goods to replace the Hired-in Goods; or
- (b) require the Supplier, at its own cost, to promptly repair or make good the non-conformity,
- (c) or replace the Hired-in Goods.

27.4 Acceptance of the Hired-in Goods by Zenith, or any inspection or testing of the Hired-in Goods by Zenith, does not relieve the Supplier of any of its obligations or liability, and does not limit Zenith’s rights, under the Contract or Legal Requirements.

28. DEFECTS

During the Hire Period, Zenith shall notify the Supplier of any Defect in the Hired-in Goods as soon as practicable after becoming aware of such Defect and may exercise its rights under clause 27.3 above.


29. MAINTENANCE AND REPAIR

29.1 The Supplier shall provide Hired-in Goods which have been maintained in good and operational condition.

29.2 If specified in the PO that the Supplier is responsible for the operation, and/or routine and non-routine maintenance of the Hired-in Goods, then the Supplier must carry out such operation and maintenance as if it were a Service under this Contract, at the Supplier’s sole risk and cost. The Supplier must provide all spare parts and consumables that may be required during the Hire Period.

29.3 If specified in the PO that the Hired-in Goods are to be operated or maintained by Zenith, the Supplier shall provide sufficient spare parts, consumables, and a written list of maintenance instructions (daily, weekly, and monthly servicing, whichever is applicable).

29.4 Zenith will use reasonable endeavours to protect the Hired-in Goods from loss, damage, or destruction during the Hire Period, but will not be responsible for any accidental loss, damage or destruction, and the

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Supplier will indemnify Zenith and its related bodies corporate against any claims for such accidental loss, damage, or destruction.

30. WARRANTIES & GUARANTEES

30.1 The Supplier warrants that the Hired-in Goods shall be of merchantable quality and fit for the purpose set out or inferred from the PO, free from Defects in design, material, workmanship, free from any encumbrances, liens, security, charges or third party interests from delivery to Zenith, are safe and will not endanger people or property (when used correctly), and shall conform in all respects to the terms of the PO and any legally binding applicable standard(s) and Legal Requirements.

30.2 The Supplier warrants that it has unencumbered title to the Hired-in Goods.

30.3 Without limiting Zenith's rights under Legal Requirements and the Contract, the Supplier warrants that the Goods Purchased will be free for Defects for a minimum of 12 months from the date of delivery.

31. RETURN OF HIRED-IN GOODS

31.1 Unless specifically stated in the PO, upon the end of the Hire Period or upon termination of the Contract, the Hired-in Goods shall be (subject to fair wear and tear):

31.2 Returned to the Supplier at the Re-Delivery Point.

31.3 With the hire Price to be paid up to the Re-Delivery Point.

PART D - SERVICES

32. APPLICATION OF THIS PART

To the extent that the Contract is for the supply of Services, whether in conjunction with Goods Purchased or the supply of Hired-in Goods or otherwise, the conditions of this Part D apply in addition to any other terms and conditions of the Contract.

33. SERVICES

33.1 The Supplier shall perform the Services in accordance with the PO and best industry standards, in a timely manner without delay, and in compliance with all Legal Requirements and the reasonable directions of Zenith, and in such a manner as will always safeguard and protect Zenith's interests.

33.2 The Supplier shall perform the Services with all proper skill and care, in a safe manner and shall ensure that the work, services and any equipment used to produce or incorporated into the Services shall be fit for their intended purpose and of good quality and workmanship.

34. TERM

34.1 The term of Service shall be for the period specified in the PO.

34.2 The Supplier must complete the Services on or before the Mobilization Date.

34.3 Should the term extend beyond the period specified in the PO, a revised PO shall be issued in accordance with clause 3.

35. HEALTH AND SAFETY

35.1 Whilst working on Zenith's premises, or on a Zenith Client site (**Site**), the Supplier shall observe all applicable health, safety and environment Legal Requirements, as well as any of Zenith's or its Client's safety standards, site induction requirements, reasonable instructions from a representative of Zenith or its Client, health and safety policies and procedures, and site rules (as notified by Zenith) including as a minimum (without limitation) the Zenith Contractor & Sub-contractor Management Procedure ZE-PRO-009. By entering into this Contract the Supplier expressly agrees to comply with the latest revision of Zenith's Contractor & Sub-contractor Management Procedure ZE-PRO-009. The Supplier and its Personnel enter onto the Site at their own risk.


35.2 The Supplier shall abide by, and ensure that all equipment conforms to, all necessary safety measures. Such safety measures shall comply with all applicable policies, procedures and regulations that may apply to the Services.

35.3 The Supplier must not bring on or cause on the Site any pollution or contamination. The Supplier must immediately make good any loss or damage to property on, under or adjacent to the Site, or any pollution or contamination, caused by it or its Personnel at its own cost.

35.4 The Supplier is responsible for ensuring that the Supplier's Personnel have suitable and appropriate safety clothing and equipment for undertaking the Services.

36. SUPPLIER'S PERSONNEL

36.1 Supplier shall provide Personnel that have the experience, qualifications, and capability to perform the Services efficiently and expeditiously, and must ensure that its Personnel exercise due skill, care, and

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diligence in accordance with good industry practices. This includes a requirement for the Supplier to provide the key Personnel set out in the PO, unless otherwise agreed with Zenith.

36.2 Supplier is an independent contractor with respect to the Services and must exercise independent control, management, and supervision of the Services, with Zenith only concerned with the results of the Services being performed. Supplier is not Zenith’s agent in any way.

37. SUPPLIER’S EQUIPMENT

37.1 Supplier shall provide all equipment and tools required or necessary for the satisfactory performance and completion of the Services.

37.2 Supplier will ensure that all its equipment and tools are in good working condition and suitable for use in connection with the Services.

38. INSPECTION AND TESTING

To confirm that the requirements of the PO are being met, Zenith shall have the right but not the obligation, at all times to inspect and test the Services performed by the Supplier. The Supplier shall at its own costs, carry out such inspection or tests as so required.

39. WARRANTIES

39.1 The Supplier shall ensure that the Services shall be free from errors, Defects, and failures for a period of twelve (12) months from the date of completion of the Services.

39.2 The Supplier shall be responsible at its own costs, for the:

- (a) Repair, correction or re-performing of any Defective Services, equipment, or workmanship; and
- (b) Carrying out of all work of uncovering, removal, procurement, and reinstallation as may be necessary.

39.3 If the Services are Defective, Zenith may reject such Services by notice to the Supplier. Upon receipt of such notice, the Supplier shall immediately carry out the repairs or re-performance of the Services. Alternatively, Zenith may at its option, or if the Supplier fails to do so within the time required by Zenith, undertake (or procure the undertaking of) any of the Supplier’s obligations, in which case Zenith shall notify the Supplier of its intention and shall be entitled to recover from the Supplier all costs incurred by Zenith for carrying out such obligation.

PART E – ADDITIONAL TERMS OF SUPPLY

40. ASSIGNMENT

40.1 The Supplier may not assign the Contract or any part of it without Zenith’s prior written consent.

40.2 Zenith may assign the Contract, or any part of it to any person and must, within a reasonable time, thereafter, give notice of such assignment to the Supplier.

41. SUBCONTRACTING

The Supplier must not, without Zenith’s prior written approval, subcontract any part of the Contract. Zenith’s approval will not be unreasonably withheld. If the Supplier subcontracts any part of the Contract, the Supplier will remain liable for the acts or omissions of its subcontractors and will not be relieved from any obligation or liability under the Contract.

42. ASSOCIATED COSTS


Except as otherwise provided in the Contract, the Supplier will be responsible for all costs, expenses and liabilities incurred by the Supplier in connection with the supply of the Goods, Services, or Hired-in Goods.

43. CONFIDENTIALITY AND INFORMATION SECURITY

43.1 The Supplier must keep secure and must not without Zenith’s prior written notice consent, divulge or communicate to any person, or use (except for the purposes of the Contract) any information in whatever form:

- (a) as to the contents, operation, or performance of the Contract.
- (b) any information which may come to its knowledge while performing the Contract, or that is communicated between the Supplier and Zenith or created or generated by the Supplier, in connection with the Contract, or as to the operations, business dealings or financial affairs of Zenith; and
- (c) any technical information, know-how, data, inventions, trade secrets, formulae, graphs, drawings, designs, and other trade related information relating to Zenith.

43.2 The obligations imposed by this clause do not apply to the extent the information is in the public domain in the form it was disclosed or made available by or on behalf of Zenith (other than because of breach of contract) or is required by disclosed by Legal Requirements (provided the Supplier first gives notice to

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Zenith with full particulars of the proposed disclosure) and survive the expiration or termination of the Contract.

43.3 The Supplier must not, and must ensure that its subcontractors do not, take any photographs or any other recording of any part of information described in paragraph (a), the Goods, Services, the Site or Zenith's or the Client's operations, business, and activities, without the prior written consent of Zenith.

44. BOOKS AND RECORDS

44.1 The Supplier must, and must procure its subcontractors to:


- (a) maintain adequate internal controls over all transactions in relation to the Contract.
- (b) properly record all transactions in relation to the Contract.
- (c) maintain accurate books and records in relation to each transaction for a period of no less than five years from the date of such transaction; and
- (d) provide any reports or information required by Zenith or by Legal Requirements in connection with the Contract, including reports on greenhouse gas emissions, consumption of energy or production of energy.

45. INCOTERMS

Where the Contract includes a term included in Incoterms 2020, the rules and definitions governing that term in Incoterms 2020 will apply, except to the extent that they conflict with any provision of the Contract.

46. EMPLOYEE AND INDUSTRIAL RELATIONS

The Supplier is responsible for its Personnel and industrial relations with its Personnel and must conduct its employee and industrial relations using the highest standard of skill, care, and diligence. The Supplier must not hinder or adversely affect the employee and industrial relations of Zenith, its Client, or any other employer on Zenith's or its Client's premises

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