



# PUMA ENERGY (Australia) Holdings Pty Ltd

## Terms and Conditions

1. DEFINITIONS. The purchaser of goods and related services is Puma Energy (Australia) Holdings Pty Ltd, hereinafter referred to as "Company". Any supplier of goods and related services is hereinafter referred to as "Supplier". "Order" refers to any order or request in writing by Company to Supplier for supply of goods and/or services (as applicable) and shall be deemed to incorporate these Terms and Conditions.
2. CONFIRMATION OF ORDER AND NON-COMPLIANCE.
  - 2.1 If a confirmation of Order is requested, such request shall be made to Company no later than three (3) business days after receipt of the Order.
  - 2.2 An agreement between Company and Supplier shall be formed on the basis of the Order and any Supplier's document Company specifically agrees to in writing. Any provisions, terms and/or conditions contained in Supplier's documents that conflict with or are inconsistent with these Terms and Conditions or any other terms and conditions of the relevant Order shall be null and void.
  - 2.3 If Supplier cannot comply with an Order in its entirety, it shall inform Company at once in writing. Company reserves the right in such cases, at no cost to Company, to cancel the Order or parts thereof, and to return goods which have already been delivered.
3. TITLE. Unless otherwise specified, title to goods provided under an Order shall pass to Company upon payment by Company or upon delivery to Company's premises or other designated site, whichever occurs earlier.
4. WARRANTIES.
  - 4.1 Supplier represents and warrants that: goods furnished under the Order (a) shall be new unless otherwise stated by Company in the Order, (b) shall conform to the specification in the Order, (c) shall have clear and good title, free from all liens, taxes, and/or other encumbrances, (d) may be used by Company without infringing upon any patent or other intellectual property rights relating to the Goods, and (e) shall be free from apparent and hidden defects or deficiencies for one (1) year from the date of delivery to Company. At Company's option and at Supplier's cost, defective or deficient goods shall be returned, repaired or replaced.
  - 4.2 Supplier is liable for damage caused by inadequate packaging. Packaging expenses are not accepted and shall be for Supplier's account unless these are specified in the Order.
5. DOCUMENTS. All drawings, designs, ideas, specifications, and other information which accompany and constitute the Order belong to Company and, on request, shall (if possible) be returned after use. The contents of these documents may not be used, reproduced, lent out, or divulged in any other way unless written approval has been obtained from Company.
6. INDEPENDENT CONTRACTOR. Supplier is an independent contractor and not the agent or employee of Company. Work shall be performed under the supervision and control of Supplier, and Company shall have no responsibility to supervise Supplier's employees, representatives or subcontractors. Supplier shall have no authority to make statements, representations or commitments of any kind, or take any other action, for or on behalf of Company or which is otherwise binding on Company, except as specifically provided in the Order.
7. CHANGES.
  - 7.1 The prices indicated in the Order are either fixed or based upon a formula. In case of fixed prices, price increases of any kind must be approved in writing by Company before the delivery takes place.
  - 7.2 If this Order stipulates special conditions which permit price adjustment, Supplier shall give written notice of possible changes before an invoice for adjusted prices is issued.
  - 7.3 Unless otherwise agreed, time shall be of the essence with respect to Supplier's delivery of goods to Company. Delivery changes of any kind must be approved in writing by Company. If Supplier is unable to comply with the delivery schedule or other requirements of Order, Supplier shall, without prejudice to its other obligations and liabilities, immediately notify Company.
8. PAYMENT, TAXES AND INVOICING
  - 8.1 All invoices, reports, etc. sent to Company shall be complete and correct and in sufficient detail, and shall conform to Company's invoicing procedure including VAT requirements, if any. Company standard payment terms are thirty (30) days from the next payment batch run following receipt of the invoice.
  - 8.2 Invoices shall be issued separately for each Order. The Order number shall be marked on all invoices and inquiries concerning the Order. An invoice covering more than one Order may only be used with Company's prior written agreement. Discounts shall be separately stated on the invoice. Supplier shall not charge for invoice processing unless there is a special written agreement for this.
  - 8.3 When the work commissioned under this Order is to be paid for on an hourly rate basis, daily time sheets, unless otherwise agreed, shall be certified by authorised Company personnel and attached to the invoice. The time sheets shall be originals or copies with an original signature. If subcontractors are used, a copy of their invoices shall always accompany the invoice issued to Company.
  - 8.4 Payment of an invoice does not preclude Company from filing complaints about work which proves not to have been properly performed or goods which are defective or deficient, or otherwise prejudice any right Company has under the Order. Company, at its sole discretion, may withhold any payment unless proper documents are submitted by Supplier.
  - 8.5 In the event the Company is required by law or regulation to make payment subject to any applicable taxes, these withholding taxes will be deducted from the gross invoice amount and paid to the relevant government authority, and the net amount paid to Supplier (unless specifically agreed otherwise in separate written agreement).
9. AUDIT. From the acceptance of this Order until three (3) years following completed performance, Supplier shall maintain and preserve documentation and data pertaining to the Order and shall permit Company to examine the same and interview Supplier's personnel as necessary for Company to monitor and/or verify (i) the accuracy and appropriateness of the prices under the Order and (ii) Supplier's compliance with the terms of the Order.
10. TERMINATION OF ORDER.
  - 10.1 Company has the right to terminate this Order, at any time and for any reason, by giving written notice to Supplier. After such notice has been given, Supplier shall not order further goods or services which relate to this Order, and it shall endeavour to cancel orders or contracts already made where such cancellation is possible without material cost being incurred.
  - 10.2 Supplier has the right to terminate the Order by written notice to Company, if Company breaches any of its material obligations under the Order and has failed to remedy the breach within 14 days after receiving a written request from Supplier to remedy the breach.
  - 10.3 If Company exercises its right to terminate this Order, to the extent Supplier, after having used endeavours as required above, incurs costs relating to its own orders which cannot be canceled, it may request Company to reimburse it for such reasonable direct costs with supporting evidence. Supplier is not entitled to make a claim against Company for any other costs or losses incurred including without limitation loss of earnings on the remaining part of the Order.
11. INDEMNITY, GROSS NEGLIGENCE, AND INSURANCE.
  - 11.1 Neither party shall be liable to the other for any consequential or indirect loss or damages or loss of anticipated profits or production (together "Excluded Loss"), except that Company may recover from Supplier Excluded Loss to the extent of the amounts recoverable by Supplier or its subcontractors under valid and collectable insurance carried by Supplier or its subcontractors.
  - 11.2 Supplier shall indemnify, defend and hold Company harmless from claims, demands and causes of action asserted against the Company by any third party (including, without limitation, Supplier's and Company's employees) for personal injury, death or loss of or damage to property resulting from the Supplier's negligence, Gross Negligence, or Willful Misconduct. Where personal injury, death, or loss of or damage to property is the result of joint negligence, Gross Negligence, or Willful Misconduct of Company and Supplier, the Supplier's duty of indemnification shall be in proportion to its allocable share of joint negligence, Gross Negligence or Willful Misconduct. If either party is strictly liable under applicable law, the other party's duty of indemnification shall be in the same proportion that its negligence, Gross Negligence, or Willful Misconduct contributed to the personal injury, death, or loss of or damage to property for which a party is strictly liable. The term "negligence" in this Order shall include active or passive negligence. "Gross Negligence" is defined by the law governing this Order; however, if such law does not define the term "gross negligence", it means any act or failure to act (whether sole, joint or concurrent) which seriously and substantially deviates from a diligent course of action or which is in reckless disregard of or indifference to the harmful consequences. "Willful Misconduct" is defined by the law governing this Order; however, if such law does not define the term "willful misconduct", it means an intentional disregard of good and prudent standards of performance or of any of the terms of this Order.
12. FORCE MAJEURE. Force Majeure means an event or circumstance which is beyond the reasonable control of a party, including any act of God, fire, flood, earthquake, explosion, cyclone, war, terrorism, revolution, third party industrial dispute or governmental restraint. Supplier or Company will not be held to have defaulted on its contractual obligations to the extent that its performance has been hindered or prevented by Force Majeure. Upon invoking Force Majeure, Supplier or Company (as applicable) will (i) immediately notify the other party of the details and effect of the Force Majeure, (ii) make all reasonable efforts to mitigate the effect of the Force Majeure, and (iii) perform the entirety of its obligations as soon as the Force Majeure has ceased to effect the performance of its obligations.
  - 12.1 Supplier shall carry adequate insurance as required by law, including but not limited to:
    - (a) Public and Product Liability insurance covering liability for loss of or damage to property and death of or injury to any person;
    - (b) workers' compensation and employers' liability or similar social insurance, as required by law;
    - (c) Motor Vehicle Insurance covering all vehicles, plant and equipment (whether owned, hired or leased) used in connection with this Order for loss or damage of not less than the market value and third party liability; and
    - (d) any other insurance required by any applicable law or reasonable required by Company.Supplier shall provide Company with evidence of such insurances on Company's request.
  - 12.2 Supplier's personnel shall not abuse medications nor use, possess, distribute or sell alcohol and/or drugs when performing services for Company or on premises owned or controlled by Company. Upon suspicion with cause, Supplier's personnel shall be suspended from performing services for Company. In such instances Company also has the right to instruct Supplier to remove subject personnel from performing services for Company. In those instances where personnel have been removed from performing services caused by possible alcohol and drug abuse, use or possession, such personnel shall be allowed to resume performing services only if Supplier has provided documentary evidence to Company's satisfaction that such personnel have passed the relevant alcohol and drug test.
13. ALCOHOL AND DRUGS.
  - 13.1 This clause shall apply to the extent that incidental Services are performed on Company's premises. Supplier warrants that none of Supplier's personnel (herein defined as its employees, agents, and the employees of subcontractors) shall perform any services for Company while under the influence of alcohol and/or drugs. Supplier shall inform Supplier's personnel performing services for Company about Company's alcohol and drug requirements.
  - 13.2 Supplier shall introduce guidelines and implement procedures to ensure an alcohol and drug free working place when performing services for Company. Company has the right to request documentation to ensure that Supplier's guidelines and procedures are in compliance with Company's requirements.
14. HEALTH AND SAFETY. This clause shall apply to the extent that incidental Services are performed on Company's premises. Supplier shall be responsible for providing a healthy and safe working environment for its employees during performance on Company's premises under this Order. Supplier shall protect the health and safety of Supplier's and Company's employees and third parties from any danger associated with such performance. As minimum health and safety requirements, Supplier shall ensure that Goods are provided and that Services are performed in compliance with Company's policy and site specific requirements. Supplier shall report all accidents, injuries and near-misses promptly to Company.
15. COMPLIANCE WITH LAW. Notwithstanding anything in these Terms and Conditions to the contrary, Supplier shall comply with all applicable laws and governmental regulations. Supplier is not authorised or otherwise expected to take any action in the name of or otherwise on behalf of Company which may violate applicable laws and governmental regulations.
16. BUSINESS STANDARDS. Supplier shall establish and maintain precautions to prevent its employees, agents or representatives from making, receiving, providing, or offering substantial gifts, entertainment, payments, loans, or other consideration to employees, agents, or representatives of Company for the purpose of influencing those persons to act contrary to the best interests of Company. This obligation shall apply to the activities of the employees of Supplier and its subcontractors in their relations with the employees of Company and their families and/or third parties arising from this Order. If it is discovered that the provisions of Articles 15 or 16 have been contravened, Supplier shall inform Company immediately. Company shall be entitled to terminate the Order (and any other contract with Supplier) with immediate effect upon a material breach by Supplier of Article 15 or 16.
17. CONFIDENTIAL INFORMATION. Supplier shall keep confidential, and will not disclose to any third party, any technical information, data, and information concerning the business and research plans or activities of Company, its affiliates, or third parties which is made available to Supplier by Company or its affiliates or which results from the work of Supplier for Company.
18. ILLEGAL INFORMATION BROKERING. Supplier warrants and represents that it has not and will not utilise confidential information of others or illicit influence such as illegal information brokering in connection with this Order. Supplier will promptly notify Company's Materials Manager or Controller if anyone approaches Supplier for the purpose of illegal information brokering concerning this Order.
19. USE OF TRADEMARKS. Supplier shall not, without the prior written consent of Company, use the name or any trade name or registered trademark of Puma Energy Corporation in any advertising or communications to the public in any format except as necessary to supply goods or perform services hereunder.
20. SUBCONTRACTING. Supplier shall not subcontract all or any part of its obligations under this Order without Company's prior written approval. Supplier shall procure all of its subcontractors are bound by the terms of this Order.
21. ASSIGNMENT. Company may assign this Order to any affiliate without prior consent of Supplier. Supplier shall not assign this Order without Company's prior written approval, which approval shall not relieve Supplier of its obligations under this Order. Any assignment made by Supplier not in accordance with the foregoing shall be void.
22. GOVERNING LAW AND DISPUTE RESOLUTION. This Order and any non-contractual obligations arising out of or in connection with it shall be governed and construed in accordance with the laws of Queensland, Australia. Any dispute arising under or in connection with this Order shall be subject to the exclusive jurisdiction of the courts of Queensland, Australia.
  - 22.1 If a dispute arises between the parties to this Order, a Party shall give the other party a written notice of dispute together with supporting documentation adequately identifying and providing details of the dispute ("Dispute Notice").
  - 22.2 A party receiving a Dispute Notice must respond in writing within 14 days of receipt indicating its views on the dispute and whether it accepts or rejects part or all of the claims or matters contained in the Dispute Notice and its reasons for doing so (Response).
  - 22.3 If the dispute cannot be resolved within 14 days of receiving the Response, senior management of each party must within 14 days meet and discuss, in a bona fide manner, the issues raised by the Dispute Notice and the Response to seek a resolution.
  - 22.4 A Party may not commence legal proceedings in relation to any dispute arising in connection with this Order, unless the dispute resolution procedure set out in this clause has been followed and the matter remains unresolved for a period of 14 days from the date on which it is referred to senior management of each Party.
  - 22.5 Notwithstanding the existence of a dispute, each Party shall continue to perform its obligations under this Order.



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- 23 GENERAL.
- 23.1 Except as permitted under Article 7, any amendment to the terms of this Order shall only be effective if made in writing and signed by Company. This Order constitutes the entire agreement between Supplier and Company, and it supersedes all prior negotiations, representations or agreements, either oral or written, related to the subject matter hereof.
- 23.2 The invalidity, illegality or unenforceability of any one or more of the provisions of these terms shall not affect or impair the validity and enforceability of any other provisions of these terms in any way whatsoever.
- 23.3 In the event the Company has entered into a separate agreement with the Supplier for the provision of goods or services the subject of this Order, the terms of the executed agreement will prevail over the terms of this Order.