Precision Mining & Drilling Pty Ltd - Terms & Conditions of Trade

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permits the terms 'cooks or 'services' shall be interchangeable for the other).

The other) are mans all Equipment including any accessories supplied permits shall include any supply of Services. The Equipment shall be as described on the invoices, quotation, authority to hire, or any other 7. work authorisation form provided by the Supplier to the Client. 7.1 "Minimum Hire Period" means the Minimum Hire Period as described on the invoices, quotation, authority to hire, or any other forms as provided by the Supplier to the Client. 9. Price' means the Price payable (plus any CST where applicable) for the Cooks and/or Equipment hire as agreed between the Supplier of the Cooks and/or Equipment hire as agreed between the Supplier (SST means; Goods and Services Tax as defined within the "A New 8.1 Tax System (Goods and Services Tax) Act 1999' (Clh). 15

Tax System (Goods and Services Tax) Act 1999' (Cith). Acceptance
The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places and order for or accepts delivery of the client places and order for or accepts delivery of the client places. The client places are not of the constant of the constant of both parties in writing, and shall prevail to the extent of any 8.2 inconsistency with any other document or agreement between the Client and the Supplier Electronic States with any other document or agreement between the Electronic Transactions Act 2003 or any other applicable provisions 9 of that Act or any Regulations referred to in that Wh Section 9 of the Electronic Transactions Act 2003 or any other applicable provisions 9 of that Act or any Regulations referred to in that (Section 1) or the Client shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and or any other change in the Client's days (including but of the Client's failure to complex with the Client's delivery of the Client's days of the Client's failure to complex with the Client's failure to comply with this clause.

comply with this clause. The Price and Psympton and Psympton and Psympton and Psympton Althe Supplier's sole discretion the Price shall be either:
At the Supplier's sole discretion the Psympton of the Client; or (a) the Supplier's quided price (subject to dause 4.2) which will be valid for the period stated in the quotalion or otherwise for a period of thirty (b) 10.2

(30) days.

The Supplier reserves the right to change the Price:
if a variation to the Goods which are to be supplied is requested; or
if a variation to the Services originally scheduled (including any 10.3
applicable plans or specifications) is requested; or
where additional Services are required due to the discovery of hidden
or undertifiable difficulties (including, but not limited to, poor weather
or safety considerations, prequisite work by any hird party not being
completed etc) which are only discovered on commencement of the
Services; or

the event of increases to the Supplier in the cost of labour or (c) aterials (including but not limited to overseas transactions that may

materials (including but not limited to blerseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges) which are beyond the Suppliers control. Variations will be charged for on the basis of the Suppliers quotation, and will be detailed in writing, and shown as variations on the (d) Suppliers invoice. The Client shall be required to respond to any variation submitted by the Supplier within ten (10) working days. Failure to do so will ertitle the Supplier and the text of the variation to the control of the complex of the variations must be made in full at the long the control of their complex.

required. Trime for payment for the Goods/Equipment being of the essence, the (f) Trice will be payable by the Client on the date/s determined by the Sunniler which may be:

(g)

(d)

Time for payment for the Goods/Equipment being of the essence, the (f) Price will be payable by the Client on the date/s determined by the Supplier, which may be:

(g) on delivery of the Goods/Equipment;
before delivery of the Goods/Equipment of the month in which a statement is (h) possed to the Client's address or address for notices;
for the Goods of the Good

lifer. Client shall not be entitled to set off against, or deduct from the any sums owed or claimed to be owed to the Client by the lier nor to withhold payment of any invoice because part of that

Price, any sums owed or cauties it was a considered to the supplier for to withhold payment of any invoice because part or trust invoice is in dispute. Unless otherwise stated the Price does not include GST. In addition 11.3 to the Price, the Client must pay to the Supplier an amount equal to (a) any GST the Supplier must pay for any supply by the Supplier due this or any other agreement for the sale of the Goods/hire of the Equipment. The Client must pay QST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price. Delivery of Goods/Equipment. Delivery ("Delivery") of the Goods/Equipment is taken to occur at the time that.

(b) 5.2

5.3

Delivery (*Delivery*) of the Goods/Equipment is taken to occur at the time that:

the Client or the Client's nominated carrier takes possession of the Goods/Equipment at the Supplier's address; or the Supplier (or the Supplier's nominated carrier) delivers the Goods/Equipment to the Client's nominated address even if the (c) Client is not present at the address. At the Supplier's sole discretion the cost of delivery is either included (d) in the Price or is in addition to the Price.

The Client must take developed the Cost of the Client in the Client is the Goods/Equipment of the Client is unable to take delivery of the Coods/Equipment as arranged then the Supplier shall be entitled to charge a reasonable tee for redelivery of the Goods/Equipment and/of the storage of the Goods/Equipment in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

11.5 The Client hall provide, at the Client's cost, mains power connection so as to enable installation and/or service work to be undertaken at 11.6 the premisses.

the premises.

Any, telecommunications connection required for the installation 11.7 and/or maintenance of a security system will be arranged and paid for by the Client unless otherwise agreed in willing. Any time or date given by the Supplier to the Client unless otherwise agreed in willing. Any time or date given by the Supplier to the Client unless an estimate 11.8 only. The Client must still accept delivery of the Goods/Equipment even if tale and the Supplier will not be faible for any toss or damage 11.9 incurred by the Client as a result of the delivery being tale.

Risk of damage to or loss of the Goods pages to the Client and the Clien

In the control of the

Supplier's premises for collection or to deliver the Goods to an unatlended fociation then such Goods shall be left at the Client's sole risk.

Supplier is, required to install the Goods, the Client 12.3 warrants that the Surdure of the premises or equipment for or unable warrants that the structure of the premises or equipment for or unable the sustain the installation and work incidental thereto and the Supplier shall not be liable for any claims, demands, losses, damages, costs and expenses howseever caused or arising in connection with the 13. installation and work incidental thereto and the Supplier shall not be liable for any claims, demands, losses, damages, costs and expenses howseever caused or arising in connection with the 13. installation and work incidental thereto.

The Client acknowledges that the Supplier is only responsible for 13.1 parts that are replaced by the Supplier against any loss of damage to the Goods, or caused by the Goods, or any part thereof howseever arising.

For Client accepts that electronic security systems, smoke, heat and like detectors installed to / at their premises: are for monitoring and detection purposes and should not be seen as 13.2 a life saving device; and use of the security system equipment is tested and maintained to 13.3 full operational condition; and for enter all electronically protected areas are free from obstacles. The latest continuing from the security system ganel: and to ensure all electronically protected areas are free from obstacles 13.4 which may impair the operation of the system.

The latest accordingly in the security system panel: and to ensure all electronically protected areas are free from obstacles 13.4 which may impair the operation of the system.

The latest accordingly in the security system panel: and to ensure all electronically protected areas are free from obstacles 13.4 which may impair the operation of the system.

(a)

(b)

Definitions
Supplier means Precision Mining & Drilling Pty Ltd, its successors and product.

Supplier means Precision Mining & Drilling Pty Ltd, its successors and product.

Supplier means be persons buying the Goods (and/or hiring Equipment) as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.

Goods' means all Goods or Services supplied by the Supplier to the 6.10 Client is necessary and the interchangeable for her other is consistent of the Client is request from time to time other interchangeable for her other is consistent of the Client is request from time to time other interchangeable for her other is consistent of the Client is request from time to time other interchangeable for her other is consistent of the Client in the Client in the Client in the Client in the Client is requested in the Client in the Cli

Cuent makes or intends to make of the Goods or Services.

Access
The Client shall ensure that the Supplier has clear and free access to leave work site at all times to enable them to undertake the Service.
The Supplier shall not be lable for any loss or damage to the site (d) including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of 13.9 the Supplier.

concreted or paved or grassed areas) unless due to the negligence of 13.9 the Supplier.
Underground Locations
Prior to the Supplier commencing any work the Client must advise (a) the Supplier of the Supplier commencing any work the Client must advise (a) the Supplier of the precise location of all underground services on the (b) site and clearly mark the same. The underground mains is services the Client must identify include, but are not limited to, electrical (c) services, gave services, superground mains in the services of the client must be must be services. Supplier services, source of the services that may be on site of the services that have services the Client and particles of the services that have services the Client and the Supplier shall comply with the provisions of all statutes, regulations and bylaws of glovernment, local and other public authorities that may be required for the Services.

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office ferevant safety standards of registation.

Title to Goods

14.

The Supplier and the Client agree that ownership of the Goods shall 14.1 not pass until: the Client has paid the Supplier all amounts owing to the Supplier;

or Client has met all of its other obligations to the Supplier. sceipt by the Supplier of any form of payment other fhan cash shall to be deemed to be payment until that form of payment has been 14.2 noured, cleared or recognised. Stuffer agreed that:

hönoured, cleared or recognised. It is further agreed that: until ownership of the Goods passes to the Client in accordance with clause 10.1 that the Client is only a bailee of the Goods and must return the Goods to the Supplier on request. It is client that the Client is Supplier to request. It is client the Supplier to proceed to the Goods on 14.3 the Client has Supplier the proceed of any insurance in the event of the Goods being lost, damaged or destroyed. The Client must not sell, dispose, or otherwise part with possession of 15 the Goods other than in the ordinary course of business and for 15.1 market value. If the Client sells disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on rust for the Supplier and must pay or deliver the proceeds to the Supplier on Clernand.

inust for the Supplier and must pay or univer the process. Supplier on demand, the Client should not convert or process the Goods or intermix them 15.2 with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so dispose.

resulting product on trust for the benefit or the supplier as it so dispose of or return the resulting product to the Supplier as it so directs.

He Client Irrevocably authorises the Supplier to enter any premises 15.3 where the Supplier believes the Goods are kept and recover possession of the Goods. The Supplier may recover possession of any Goods in transit whether the Supplier may recover possession of any Goods in transit whether the Client Shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of the Supplier. The Supplier may commence proceedings to recover the Price of the Goods soil only withstanding that ownership of the Goods has not passed to the Client Society and the Goods will be considered to the Client Society of the Goods has not passed to the Client Society and the Goods will be considered to the Client Society and the Goods will be supplier to the Client Society and the Goods will be supplied to the Client Society and the Goods while they will be supplied to the Client Society and the Goods while the Society of the Goods has not passed to the Client Society and the Goods while they will be supplied to the Goods has not passed to the Client Society and the Goods has not passed to the Client Society and the Goods has not passed to the Client Society and the Goods has not passed to the Client Society and the Goods has not passed to the Client Society and the Goods has not passed to the Client Society and the Goods has not passed to the Client Society and the Goods has not passed to the Client Society and the Goods has not passed to the Client Society and the Goods has not passed to the Client Society and the Goods has not passed to the Client Society and the Goods has not passed to the Client Society and the Goods has not passed to the Client Society and the Goods has not passed to the Client Society and the Goods has not passed to the Client Society and the Goods has not passed to the Client Society and

security agreement, and security interest has the meaning given to it by the PPSA.

Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods/Equipment and/or collateral (account) - (a) being a monetary obligation of the Client to the Supplier for Services - that have previously been supplied and that will be supplied in the future by the Supplier for the Client.

(b) The Client undertakes low the complete, accounter and up-lower than the control of the control

register; 16. register any other document required to be registered by the 16.1 PPSA: or

including, but not limited to, signing any occument on the clients (p) Defects. Warranties and Returns, Competition and Consumer 17.5 Act 2010 (CCA).

The Client must inspect the Goods/Equipment on delivery and must (a) within seven (7) days of delivery notify the Supplier in writing of any (b) evident defect/damage, shortage in quantity of aliure to comply with 17.6 and 18.5 an

The Supplier acknowledges that nothing in these terms and (f) conditions purports to modify or exclude the Non-Excluded

Guitantles bulloons in mouly of exclude the invertextuate because the Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Supplier makes no warranties or other perspessations under these terms and conditions including but not limited to the quality or suitability of the Goods/Equirment. The Suppliers liability in respect of these warranties is limited to the fullest extent permitted by law.

f the Client is a consumer within the meaning of the CCA, the Supplier's liability is limited to the extent permitted by section 64A o

If the Client is a consumer within the meaning of the CCA, the 17.7
Supplier's lability is limited to the extent permitted by section 64A of Cabdille 2.

If the Supplier is a consumer within the meaning of the CCA, the 17.7
Supplier's lability is limited to the extent permitted by section 64A of Cabdille 2.

If the Supplier is required to replace the Goods under this clause or the CCA but is unable to do so, the Supplier may refund any moey to Client has paid for the Goods. On the Supplier any refund any moey the Client has paid for the Goods is under this clause of the CCA, the Supplier's lability for any defect or damage in the Goods is consistently cand provided to the Client by the Supplier at the Supplier's sole discretion limited to any warranty to which the Supplier is supplier is sole discretion limited to any warranty to which the Supplier is supplier is sole discretion limited to any warranty to which the Supplier is entitled, if the Supplier of the Supplier is sole discretion limited to any warranty to which the Supplier is entitled, if the Supplier of the Supplier is sole discretion limited to any warranty to which the Supplier is entitled in a clause 13 if and the Supplier is clause 13 if and the Goods are returned within a reasonable time at the Clients cost (if had cost is not significant); and the Goods are returned within a reasonable time at the Clients cost (if had cost is not significant); and the Goods are returned within a reasonable time at the Client sole to the Goods are returned within a reasonable time at the Client sole to the Goods are sole to the Goods are returned within the property maintain or store any Goods/Equipment, the Client using the Goods/Equipment for any purpose ofter than that or which they were designed.

The Client and the property maintain or store any Goods/Equipment and the Client failing to properly maintain or store any Goods/Equipment and the Client and the store of the Goods/Equipment for which they were designed.

The Client and the Goods are consulted to th

Supplier.

The Client warrants that all designs, specifications or instructions given to the Supplier will not cause the Supplier to infringe any patient, registered design or trademark in the execution of the Client's argiest to inform many the Supplier against any action taken by a third party against the Supplier in respect of any such infringement.

patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Supplier any saturation taken by a third party against the Supplier in respect of any such infiregement. The Supplier may (at no cost) use for the 19.8 purposes of marketing or entry into any competition, any documents, designs, drawings or Goods'Gupiment which the Supplier has created for the Client.

19.9 Default and Consequences of Default interest on overdue invoices shall accure daily from the date when payment becomes due, until held add to payment, at a rate of two and editional payments are consequences of Default and Consequences of Default interest on overdue invoices shall accure daily from the date when payment becomes due, until held add to payment, at a rate of two and client of the consequences of Default interest on overdue invoices shall accure daily from the date when payment becomes due, until held add to payment, at a rate of two and client of the consequence of the cons

It lais our.

The Client has exceeded any applicable creum minipularity for the Client has exceeded any applicable creum minipularity. Supplier:

The Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes are proposed or enters into an arrangement with creditors, or makes a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client. cancellation

person is appointed in respect of the Client or any asset to the unext. Cancellation
Without prejudice to any other remedies the Supplier may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Supplier may sissend or terminate the supply of Goods/Equipment to the Client. The Supplier will not be lable to the Client for any loss or damage the Client suffers because the Supplier has exercised its 22.1
The Supplier may cancel any contract to which these terms and conditions apply or cancel delivery of Goods/Equipment are 22. before the Goods/Equipment are delivered by giving written notice to the Client for giving such protect the Supplier shall repay to the Client any money paid by the Client for the Goods/Equipment. The Supplier shall not be liable for any loss or damage whatsoever arising from such cancellation.

hall not be liable for any loss or damage whatsoever arising from the cancellation, the event that the Client cancels delivery of Goods/Equipment the 22.3 items shall be liable for any and all loss incurred (whether direct or direct) by the Supplier as a direct result of the cancellation cluding, but not limited to, any loss of profits), ancellation of orders for Goods/Equipment made to the Client's 23.1 accellation of orders for Goods/Equipment made to the Client's 23.1 excellation or orders for Goods/Equipment made to the Client's 23.1 excellation or for non-stocklist litems, will definitely not be accepted once production has commenced, or an order has been 30ct.

placéd.
Trivacy Act 1988
The Client agrees for the Supplier to obtain from a credit reporting to obtain from a credit reporting to obtain from a credit information (e.g. name, address, D.O.B. occupation, previous credit applications, credit hashoy) about the Client in relation to credit provided by the (c)

(e.g. name; address, D.U.B., occupation, previous useru approcursus, credit history) about the Client in relation to credit provided by the (c) Supplier.

The Client agrees that the Supplier may exchange information about (d) the Client agrees that the Supplier may exchange information about (d) the Client agrees that the Client providers and with related body corporates for the following purposes: and/or to notify other credit providers as a to the status of the exchange information with other credit providers as to the status of the exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers. and it is not that the control of the status of this credit account, where the Client is in default with other credit providers. and it is not that the control of the con

Goods/Equipment.
The Supplier may give information about the Client to a CRB for the following purposes: to obtain a corner great report: to obtain a corner great gr

Client shall have the right to request (by e-mail) from the supplier.
a copy of the information about the Client retained by the Supplier and the right to request that the Supplier correct any incorrect

and the right to request the transfer of the supplier of the supplier does not disclose any personal information and that the Supplier does not disclose any personal information about the client for the purpose of direct marketing and upon the Client's request (by e-mail) of if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.

request (by e-mail of in is to longer expuses or more of the life he obligations of inits agreement or is required to be maintained and/or stored in accordance with the law time the companies of the constitution contracts of the companies of the constitution contracts Act 2004 and way apply.

Nothing in this agreement is intended to have the effect of contracting out of any provisions of the Construction Contracts Act 2004 of applicable.

out of any provisions of the Construction Contracts Act 2004 or Western Australia, except to the extent permitted by the Act where applicable. General The failure by either party to enforce any provision of these terms and conditions shall not be treated as a warker of that provision, nor shall in affect that party single to subsequently enforce that provision. If any or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. These terms and conditions and any contract to which they apply shall be governed by the laws of Western Australia, the state in which the Supplier has its principal place of business, and are subject to the jurisdiction of the courts in that state. Subject to Loause 13, the Supplier shall be under no liability whatsoever to the clinding loss of profit) suffered by the Client arising address the contract with the supplier shall be under no facility of the courts of the courts

Goods-Enginement hier).

The Supplier may licence and/or assign all or any part of its rights and/or obligations under this contract without the Client's consent. The Client Cannol (licence or assign without the written approval of the Supplier.)

The Client Cannol (licence or assign without the written approval of the Supplier.)

The Supplier may elect to subcontract out any part of the Services before the Supplier may elect the subcontract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of the Supplier's sub-contractors without the authority of the Supplier sub-contract by so doing. Furthermore, the Client agrees and conditions by notifying the Client in writing. These changes shall be deemed to lake effect from the Jupplier may amend these terms and conditions by notifying the Client in writing. These changes shall be eleased to lake effect from the date on which the Client accepts such sequence of the Supplier to provide Goods to the Client.

Heither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party. Both parties warrant that they have the power to enter into this agreement and have obtained all necessary authorisations to allow stringly and the supplier strength of the supplier to make the first of the supplier to make the provider of the supplier spremises and will continue with the client from the Supplier's premises and will continue will the capting of the Minimum Hire Period with the supplier agrees with the Client to deliver and/or collect the Equipment, hire charges shall commence from the time the Equipment leaves the Supplier's premises and continue until the Equipment leaves the Supplier's premises and continue until the Equipment and the supplier agrees with the Client to deliver and/or collect the Equipment and the supplier agrees with the Client to deliver and/or collect the Equipme

any repairs. Client's Responsibilities The Client shall:

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maintain the Equipment as is required by the Supplier (including, but not limited to, maintaining water, oil and fluid levels and tyre pressures); notify the Supplier immediately by telephone of the full circumstances of any mechanical breakdown or accident. The Client is not absolved from the requirements to safeguard the Equipment by giving such notification; satisfy itself at commencement that the Equipment is suitable for its

purpos ses; e the Equipment safely, strictly in accordance with the law, only intended use, and in accordance with any manufacturer's ction whether supplied by the Supplier or posted on the

purposes: operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instruction whether supplied by the Supplier or posted on the ensure that all persons operating or erecting the Equipment accordance that all persons operating or erecting the Equipment accordance that all persons operating or erecting the Equipment accordance of the Same to the Supplier upon request.

Comply with all work health and safety laws relating to the Equipment and its operation. The Equipment and its operation accessories, clean and in good order as delivered, fair wear and tear accepted, to the Supplier. Responsible to the Equipment and accessories, clean and in good order as delivered, fair wear and tear accepted, to the Supplier. Responsible to the Equipment of the Equipment of the International Control and shall not assign the benefit of the hire contract not be entitled to lien over the Equipment of the International Control and shall not assign the benefit of the hire contract not be entitled to lien over the Equipment of the International Control and shall not assign the benefit of the hire contract not be entitled to lien over the Equipment of the International Control and shall not assign the benefit of the hire contract not be entitled to lien over the Equipment of any other work; and the International Control and shall not permit the Equipment of any other work; and the Equipment of any other work; not exceed the recommended or legal load and capacity limits of the Equipment of the Equipment of the Equipment or any part thereof to be used by any other partly for any other work; not exceed the recommended or legal load and capacity limits of the Equipment or carry any illegal, prohibited or dangerous substance in or on the Equipment or request by the Equipment that is for whatever reason and the Equipment of the Equipment or the Equipment of the E