

## PURCHASE ORDER TERMS AND CONDITIONS

### 1. FORMATION OF CONTRACT

1.1 The delivery of the Purchase Order by the Company or its Related Bodies Corporate to the Contractor constitutes an offer by the Company or its Associated Entity to acquire the Goods and/or Services described in the Purchase Order from the Contractor on an interim basis on the terms and conditions contained herein.

1.2 Subject to clause 25, an Agreement for the purchase of Goods and/or Services is formed between the Company and the Contractor when the Contractor confirms acceptance of the Purchase Order; informs the Company either in writing or verbally that the Goods and/or Services will be supplied; communicates with the Company in any way which confirms or implies acceptance of the Purchase Order; or delivers the Goods and/or Services to the Company.

### 2. DEFINITIONS

**Acceptance** means the Goods and/or Services comply in all respects with this Agreement, all documents and other information required under this Agreement have been supplied to the Company, and the Company has certified that it accepts the Goods and/or Services in accordance with clause 8.3.

**Agreement** means these Purchase Order Terms and Conditions, the Purchase Order and any document expressly incorporated.

**Arrow Contract** means an executed contract for the provision of professional services or goods or other works by the Contractor to the Company.

**Arrow Energy Data** means all material containing Confidential Information or Personal Information which the Contractor has access to in accordance with this Agreement and includes any material generated by or processed in connection with the Agreement and any database in which such information is contained.

**Arrow Policies** means:

- the Company's corporate governance policies and rules including Arrow Energy's Code of Conduct, Whistleblower Policy, Land Access Rules and Life Saving Rules, as amended, updated or replaced from time to time, which can be found at: <https://www.arrowenergy.com.au/who-we-are/Our-Industry-and-Associations/policies> (or such other web address as notified by the Company to the Contractor);
- the Company's HSE Competence and Induction procedure and any site access requirements, as amended, updated or replaced from time to time, which can be found at: <https://www.arrowenergy.com.au/work-with-us/supplier-portal/contractor-training-and-site-access-requirements> (or such other web address as notified by the Company to the Contractor);
- any other policies made available to the Contractor by the Company and includes Arrow Energy's Conflict of Interest Policy, Anti Fraud Policy, Anti Bribery and Corruption Policy and Anti Competitive Conduct, as amended, updated or replaced from time to time; and
- any other Arrow policies referred to in this Agreement.

**Associated Entity** has the same meaning as contained in section 50AAA of the *Corporations Act 2001* (Cth).

**Company** means Arrow Energy Pty Ltd ABN 73 078 521 936 as set out under the field "Customer" in the Purchase Order.

**Confidential Information** means terms and existence of this Agreement; any document or material provided by the disclosing party to the other party which is of a confidential nature; and any information about the Company or the Company's operations that is acquired or produced in connection with the Goods and/or Services.

**Contractor** means the Contractor of the Goods and/or Services as set out under the field "Vendor" in the Purchase Order.

**Contractor Personnel** means any individual employed or supplied by Contractor whether directly or indirectly and assigned to work in connection with the performance of this Agreement whether or not an employee of the Contractor and includes subcontractors of the Contractor and their personnel.

**Cooling Off Period** means a period of 2 days from the Contractor's receipt of a Purchase Order from the Company.

**Defective** means the Goods and/or Services are damaged, deficient, faulty, incomplete, inadequate, or of poor quality with respect to the requirements and standards for the Goods and/or Services provided by the Company or the warranties of the Contractor under clause 12.

**Delivery Date** means the date specified on the Purchase Order under the field "Delivery Date".

**Delivery Point** means the location specified on the Purchase Order under the field "Ship All Items To".

**Fee** means the fee set out in the Purchase Order under the field "Amount", payable by the Company to the Contractor as consideration for the Goods and/or Services.

**Goods** means all goods, materials and equipment to be provided under the Agreement, including delivery of documents, reports, Intellectual Property Rights, technical data, plans, charts, drawings, calculations, ORG-ARW-SMT-AGR-00004 Revision 1.0 28 October 2024

tables, schedules, models, software, information and data stored by any means as detailed in the Purchase Order.

**Intellectual Property Rights** means rights in any copyright, patent, trademark or other similar right, whether registered or unregistered. **Loss** means any cost, losses, liabilities, damages, fines, costs, interest, fees and expenses, loss of or damage to property of those indemnified or any other person, personal injury or death of any person including the Company's or the Contractor's Personnel.

**Modern Slavery** includes any conduct which constitutes modern slavery under any Modern Slavery Laws, including without limitation slavery, human trafficking, servitude, forced labour and forced marriage.

**Modern Slavery Laws** means the *Modern Slavery Act 2018* (Cth), Divisions 270 and 271 of the *Criminal Code 1995* (Cth), and any other anti-Modern Slavery laws or regulations in force in Australia.

**Party** means a party to this Agreement.

**Personal Information** has the meaning given to that term in the Privacy Laws.

**Personnel** in relation to the Company or the Contractor means the officers, employees, contractors, agents, servants, assignee's invitees, subcontractors and others, including the personnel of Related Bodies Corporate of each, as the context requires.

**Privacy Laws** means the *Privacy Act 1988* (Cth) and any other applicable law, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to Personal Information.

**Purchase Order** means a written order, placed with the Contractor by the Company for the provision of the Goods and/or Services in accordance with this Agreement.

**Purchase Order Terms and Conditions** means these purchase order terms and conditions.

**Related Bodies Corporate** has the same meaning as under the *Corporations Act 2001* (Cth).

**Services** means all services and all related obligations connected with the Services to be provided under the Agreement as detailed in the Purchase Order.

**Site** means the lands, properties, tenements, facilities and any other places used by the Company for the purpose of or in connection with this Agreement.

**Trade Sanctions, AML and ABC Laws** means any relevant trade sanctions, anti-money laundering and anti-bribery and corruption laws, regulations and rules applicable to the Agreement.

**Warranty Period** means a period of 12 months commencing from Acceptance.

**Wilful Misconduct** means a deliberate act or omission, the consequences of which were foreseen or foreseeable and intended to cause harm to people, property or the environment.

### 3. INTERPRETATION

3.1 "including" and any derivation of "including" are not words of limitation.

3.2 For any definition under the Agreement, reference to one grammatical form of a word also refers to its other grammatical forms.

3.3 A reference to "days" will be calendar days unless otherwise stated.

### 4. PRECEDENTS OF DOCUMENTS

4.1 In the event of inconsistency between any document forming part of this Agreement, the inconsistency shall, to the extent possible, be resolved by referring to the following categories of documents, which shall take precedence over one another in the order stated:

- these Purchase Order Terms and Conditions;
- the Purchase Order; and
- any document incorporated by express reference as part of this Agreement.

### 5. SUPPLY OF GOODS AND/OR SERVICES

5.1 In consideration of payment of the Fee, the Contractor will provide the Goods and/or Services to the Company.

5.2 A delivery docket must accompany all deliveries.

### 6. PERFORMANCE

6.1 The Contractor will provide the Goods and/or Services with the due care and skill of a skilled, competent and experienced professional Contractor performing similar work to the Contractor in the same industry as the Contractor.

6.2 The Contractor warrants that it holds all applicable licenses, permits and consents to provide the Goods and/or Services.

6.3 The Contractor will comply with all reasonable directions given by the Company.

6.4 The Contractor will comply with any health, safety and environmental requirements imposed by law, the Company or any applicable authorities (as may be amended from time to time) in providing the Goods and/or Services.

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### 7. SITE ACCESS REQUIREMENTS

7.1 The Contractor must:

- (a) only enter the Site after receiving prior written approval from the Company and any landholder (if applicable);
- (b) complete any relevant site inductions and comply with all directions, procedures and policies when accessing and using the Site or any other land or property including the Arrow Policies; and
- (c) comply with all conditions of approvals applicable to the Site.

7.2 If the Contractor breaches the clause 7, the Company may, without prejudice to any other rights under the Agreement or at law, immediately:

- (a) suspend the Contractor's access to the Site; and/or
- (b) terminate the Agreement immediately under clause 26.3(a).

### 8. DELIVERY

8.1 The Contractor must deliver the Goods and/or Services to the Delivery Point by the Delivery Date.

8.2 The Contractor will unload the Goods and/or Services at the Delivery Point.

8.3 Goods and/or Services will not be deemed delivered until the Company has certified in writing to the Contractor that it accepts the Goods and/or Services.

8.4 Time is of the essence in the performance of the Agreement by the Contractor.

8.5 All Goods must be packaged in accordance with any applicable shipping and transportation standards or regulations, and must conform to any relevant packaging specifications notified by the Company.

### 9. INSPECTION

9.1 All Goods and/or Services are subject to final inspection. Such final inspection will be made within a reasonable time after the Delivery Date.

9.2 All Goods and/or Services are also subject to inspection and testing at all times and places, including during the period of manufacture.

9.3 The Contractor will provide all reasonable facilities and assistance for the safety and convenience of the Company's inspectors to allow them to conduct inspections.

### 10. DELAYS

10.1 If the Contractor becomes aware that it is unable to deliver Goods and/or Services by the Delivery Date, it must immediately advise the Company in writing of the cause and circumstances of the delay and the steps taken by the Contractor to mitigate the delay.

### 11. PASSING OF TITLE AND RISK

11.1 Title to the Goods will pass to the Company upon the earlier to occur of payment for the Goods or delivery of the Goods to the Delivery Point. Transfer of title will not affect the rights of the Company under the Agreement.

11.2 Risk in the Goods will transfer from the Contractor to the Company upon the latter to occur of completion of unloading of the Goods at the Delivery Point or completion of the final inspection under clause 9.

### 12. WARRANTY PERIOD

12.1 During the Warranty Period, where the Goods and/or Services are Defective the Company may, at its sole option, reject and return the Goods and/or request re-performance of the delivery of the Goods and/or Services at the Contractor's expense.

12.2 Any inspection or test carried out pursuant to this clause does not relieve the Contractor from any of its responsibilities and obligations under this Agreement.

### 13. QUALITY

13.1 Goods and/or Services must match the description stated in the Purchase Order. All Goods supplied must be of merchantable quality, new, unencumbered and must not be Defective.

13.2 The Goods and/or Services will comply with all applicable Australian Standards.

### 14. FEE

14.1 The Fee is firm and unalterable in all respects.

14.2 The Fee includes all costs incurred by the Contractor for supplying the Goods and/or Services and includes all packing, packaging, transportation, unloading and unpacking costs, taxes and compliance with all laws.

### 15. INVOICING

15.1 The Contractor confirms that it has read and understood the SAP Ariba system requirements and process for invoicing and payments, which can be accessed here: <https://www.arrowenergy.com.au/work-with-us/supplier-portal/sap-ariba>

15.2 All invoices and delivery notifications issued by the Contractor to the Company must include the relevant Purchase Order number for the Goods and/or Services and an adequate description of the Goods and/or Services.

15.3 Upon electronic notification in SAP Ariba of:

- (a) where Services are being provided, approval by the Company of a "Service Entry" issued by the Contractor; or
- (b) where Goods are being provided, a "Goods Receipt" issued by the

Company,  
the Contractor will comply with the electronic process to upload the relevant invoice for payment.

15.4 The Company will not be liable to pay any invoice which does not comply with the requirements of this clause 15.

### 16. PAYMENT

16.1 Subject to satisfactory performance by the Contractor in accordance with the provisions of this Agreement, the Company will pay the Contractor within 30 days of receiving an invoice for payment in SAP Ariba.

16.2 The Contractor must promptly repay to the Company any amounts paid in excess of amounts due to the Contractor.

16.3 The Company may deduct from moneys due to the Contractor any money due from the Contractor to the Company including monies owing under any agreement between the Company and the Contractor.

### 17. TAXES AND OTHER EXACTIONS

The Contractor assumes exclusive liability under all laws that impose taxes, duties, levies, charges, surcharges, withholdings and contributions and any interest, fines or penalties on the manufacture or sale of the Goods and/or provision of the Services, or any component part thereof, or on any process or labour involved therein or on any services to be rendered by the Contractor and to pay any and all such taxes except those the Company specifically agrees to pay in writing or is by law required to pay. Any taxes to be paid by the Company are to be separately stated on the invoice. Prices are not to include any taxes for which the Contractor has furnished a valid exemption certificate. Notwithstanding the above, the Fee stated in the Purchase Order is GST exclusive unless otherwise stated. All invoices issued by the Contractor must be GST compliant tax invoices.

### 18. INTELLECTUAL PROPERTY

18.1 Any Intellectual Property Rights created during the performance of the Agreement shall vest exclusively in the Company or its nominee.

18.2 The Contractor warrants that Goods and/or Services provided under the Agreement do not infringe any Intellectual Property Rights of a third party.

### 19. VARIATIONS

19.1 The Contractor shall not perform a variation to the Purchase Order and shall have no entitlement to payment for that variation, unless the Company issues a written direction to the Contractor to perform the variation.

### 20. INFORMATION OBLIGATIONS

20.1 Each party must keep confidential all Confidential Information which comes to its knowledge, either directly or indirectly, and must not disclose any Confidential Information to any person except in accordance with this Agreement or with the prior written consent of the disclosing party.

20.2 Nothing in this Agreement requires the parties to maintain the confidentiality of any Confidential Information where:

- (a) at the time the Confidential Information was first disclosed, the receiving Party was already in lawful possession of that Confidential Information;
- (b) the Confidential Information was developed independently of the disclosing Party;
- (c) the Confidential Information becomes generally available to the public other than as a result of the negligence of a Party or a breach of this Agreement; or
- (d) disclosure of the Confidential Information is required by legislation or court order and the disclosing Party has provided written notice prior to disclosing the Confidential Information.

20.3 Upon receipt of written notice from the Company, or in any event at the termination or completion of this Agreement, the Contractor must immediately return to the Company or (to the extent the Company consents) destroy, delete or erase all copies of the Confidential Information in its possession and control.

20.4 Each party must comply with the Privacy Laws in respect of any Personal Information obtained by or disclosed to it in connection with the Agreement.

20.5 If the Goods and/or Services involve the Contractor holding Arrow Energy Data on any device or server outside of the Company's systems, the Contractor must put into place and maintain appropriate technical, physical and organisational measures to protect against processing, access or disclosure of the Arrow Energy Data.

20.6 Arrow Energy Data must not be disclosed to or accessed by any person or exported to any device or server, outside of Australia or any other country in which the Arrow Energy Data was first collected without the prior written consent of the Company.

20.7 The Contractor must immediately notify the Company if:

- (a) there is an accidental loss, destruction of, or unauthorised access to Arrow Energy Data;
- (b) there is a cyber security or data security breach in respect of any system used in connection with the Goods and/or Services which

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- has or may impact Arrow Energy Data; and
- (c) the Contractor becomes aware of any 'eligible data breach' as such term is defined in the Privacy Laws in connection with Arrow Energy Data.

20.8 In respect of any matter described in clause 20.7(c), the Contractor must mitigate, to the extent practicable, any harmful effect, provide all information requested by the Company in relation to the matter, and cooperate with the Company in any investigation and in notifying individuals or regulators about the incident.

20.9 Unless required by law or applicable stock exchange listing rules, the Contractor must not make or publish any public announcement or statement about the Agreement or its subject matter without the prior written consent of the Company.

### 21. RULES, POLICIES AND PROCEDURES

21.1 The Contractor must, and must ensure that any Associated Entity or any Contractor Personnel, at all times during the performance of the Agreement comply with the Arrow Policies, all Trade Sanctions, AML and ABC Laws and Modern Slavery Laws. The Contractor must notify the Company of any breach of this obligation as soon as practicable after the Contractor becomes aware of the breach and must provide the Company with any information it reasonably requires at any time in order for the Company to confirm the Contractor's compliance with this clause 21 or relating to any breach.

21.2 The Contractor warrants and agrees that:

- (a) it has not engaged, and will not engage, in any Modern Slavery practices;
- (b) it has taken all steps reasonably necessary to satisfy itself that its supply chains do not involve any Modern Slavery practices or risks; and
- (c) it complies with and will continue to comply with Modern Slavery Laws.

21.3 Without limiting any other provision of this Agreement, the Contractor must provide to the Company, within 3 days of a request from the Company, all details in relation to potential Modern Slavery practices or risks, including without limitation details in relation to:

- (a) the Contractor's structure, operations and supply chains;
- (b) risks of Modern Slavery practices in the Contractor's structure (including in respect of entities controlled by the Contractor) and supply chains;
- (c) actions taken by the Contractor to assess and address any Modern Slavery risks, including due diligence and remediation processes, and details of the Contractor's assessment as to the effectiveness of such actions;
- (d) policies, codes of conduct and training relating to Modern Slavery;
- (e) if the Contractor is a 'reporting entity' for the purposes of any Modern Slavery Laws, any reports or other documents it is required to prepare under that legislation; and
- (f) any other matters relating to Modern Slavery risks as may be reasonably required by the Company.

### 22. REMOVAL OF PERSONNEL FROM SITE

22.1 The Company may direct the Contractor to have removed from Site any Personnel engaged by the Contractor who, in the Company's opinion, is incompetent, negligent, failing to strictly comply with the Arrow Policies, has broken the law or is not acting in the best interests of the Company.

### 23. INDEMNITY

23.1 The Contractor indemnifies and releases the Company, its Related Bodies Corporate and Personnel (**Company Group**), against any Loss or claims brought against or incurred or suffered by the Company Group whether in contract, tort (including in negligence), breach of statutory duty or otherwise, arising out of or in connection with this Agreement including:

- (a) any breach of this Agreement by the Contractor or its Personnel;
- (b) any infringement (or alleged infringement) of any Intellectual Property Right of any person arising out of or in connection with the Agreement;
- (c) any loss of, or damage to, any physical property, or injury (including psychological injury), illness or death of any person caused or contributed to by the Contractor or any of its Personnel and arising out of or in connection with the performance of the Agreement; or
- (d) any Wilful Misconduct or negligent acts or omissions of the Contractor or its Personnel,

provided that the Contractor's liability shall be reduced to the extent that a negligent, fraudulent or unlawful act or omission of the Company Group contributed to the Loss or the claim.

### 24. INSURANCE

24.1 The Contractor will obtain and maintain from reputable insurers with a Standard & Poor's credit rating of A- or higher:

- (a) Public Liability insurance for an amount of not less than AUD \$5,000,000 per occurrence;

- (b) worker's compensation insurance as required by law;
- (c) Motor Vehicle, Third Party, Bodily Injury and Property Damage Liability Insurance for an amount of not less than AUD \$5,000,000 per occurrence;
- (d) transit insurance for not less than the full replacement value of Goods supplied under the Agreement;
- (e) if applicable, Professional Indemnity Insurance for an amount of not less than AUD \$10,000,000, to remain in effect for at least six years following completion of the Services; and
- (f) any other insurance required by law.

24.2 On written request by the Company, the Contractor must provide certificates of currency for insurance retained in accordance with this Agreement. If certificates of currency are not produced within 7 days of receipt of written request, the Company may:

- (a) withhold payment to the Contractor; or
- (b) procure the appropriate insurance policies on behalf of the Contractor. The cost of any such insurance will be a debt due from the Contractor.

### 25. COOLING OFF PERIOD

25.1 Each Purchase Order is subject to the Cooling Off Period. The Company may, at any time during the Cooling Off Period, revoke a Purchase Order. If the Company exercises its right under this clause 25.1, the Contractor will not be entitled to any claim in respect of the revoked Purchase Order.

### 26. TERMINATION

26.1 The Company may, without prejudice to any other right it may have:

- (a) at any time for its sole convenience, and for any reason, by written notice to the Contractor terminate the Agreement effective from the time stated in the Company's notice or if no such time is stated, at the time the notice is given to the Contractor; and
- (b) thereafter, at its absolute discretion complete the uncompleted parts of the Goods and/or Services, either itself or by engaging third parties.

26.2 If the Company terminates the Agreement under clause 26.1, the Company will pay the Contractor for all work performed to the time of termination and all reasonable direct costs incurred by the Contractor as a result of termination (subject to the Contractor having taken all possible steps to mitigate those costs) in full and final satisfaction of the Company's obligations to the Contractor.

26.3 If the Company terminates the Agreement where the Contractor:

- (a) breaches clause 7;
- (b) materially breaches this Agreement and fails to remedy the breach within 7 days of notice of the breach from the Company;
- (c) fails to confirm acceptance of a Purchase Order in accordance with clause 1.2 within 7 days of the Cooling Off Period expiring; or
- (d) becomes insolvent or the subject of administration, liquidation, a proceeding for relief of debtors or makes an assignment for the benefit of creditors,

the Company will:

- (e) not be obliged to make any further payments to the Contractor; and
- (f) be entitled to recover from the Contractor any costs, losses or damages incurred or suffered by it as a result of, or arising out of, or in any way in connection with, such termination.

26.4 This clause 26 survives termination, rescission or expiration of the Contract.

### 27. SEVERABILITY

27.1 If any provision of this Agreement is held to be void, unenforceable or invalid by any court of competent jurisdiction, the Company and the Contractor will negotiate an equitable adjustment of that provision with a view to continued performance under this Agreement insofar as is practicable and the remaining provisions of these Purchase Order Terms and Conditions will not be affected.

### 28. ENTIRE AGREEMENT

28.1 Subject to clause 28.2, this Agreement constitutes the entire agreement between the parties in relation to the purchase of Goods and/or Supply of Services under the Purchase Order, and it supersedes any prior agreements, negotiations or representations by the Parties.

28.2 In the event that the parties:

- (a) have entered into an Arrow Contract prior to this Purchase Order; or
- (b) enter into an Arrow Contract following the formation of this Agreement,

then the terms of the Arrow Contract constitutes the entire agreement between the parties and takes precedence over these Purchase Order Terms and Conditions from the date of the Arrow Contract.

### 29. GOVERNING LAW

29.1 This Agreement is governed by and construed and enforced in accordance with the laws of Queensland.