1. **ACCEPTANCE; NO ADDITIONAL TERMS.** For purposes of these PO General Conditions and all related activity, the term “Supplier” means the Supplier, Seller, Contractor or Vendor identified on the applicable Purchase Order ("PO"). Notwithstanding anything herein to the contrary, Supplier identified on the applicable PO. “Rio Tinto”/”Rio Tinto Group” means (a) any affiliate of Rio Tinto plc or Rio Tinto Limited; (b) any entity or joint venture in which Rio Tinto plc or Rio Tinto Limited or any affiliate of Rio Tinto plc or Rio Tinto Limited has a participating interest of not less than 50%; (c) any entity or joint venture managed by Rio Tinto plc, Rio Tinto Limited or any affiliate of Rio Tinto plc or Rio Tinto Limited; and (d) any other entity in which Supplier, or the Buyer and the Supplier agree in writing; “Rio Tinto Limited” means Rio Tinto Limited (ABN 96 004 458 404) having its registered office at 360 Collins Street, Melbourne, Victoria, 3000; and “Rio Tinto plc” means Rio Tinto plc (Company No. 719885) of 6 St James’s Square, London, SW1Y 4AD, United Kingdom. The PO will be deemed accepted by Supplier upon written notice to Company that Supplier does not accept. Company reserves the right to revoke or withdraw the PO, in whole or in part, prior to Supplier’s acceptance. By accepting the PO, Supplier agrees to comply with these PO General Conditions contained herein and any other attachments noted in the PO and to sell the goods or products (“Goods”) and/or provide the services (“Services”) in substantial conformance with the specifications and information specified herein, or as otherwise required by the PO. No terms or conditions submitted by either party that are in addition to, different from or inconsistent with those contained herein or in the PO, including, without limitation, Supplier’s standard printed terms and conditions, and any terms and conditions contained in any Supplier quotation, invoice, order acknowledgment, confirmation, acceptance, bill of lading or other instrument, shall be binding upon either party unless specifically and expressly agreed to in a writing signed by duly authorized representatives of both parties.

2. **DELIVERY; RISK OF LOSS; INSPECTION.** Supplier will supply the Goods and/or Services to Company at the delivery point identified on the PO (“Delivery Point”) and by the date specified therein or, if no date is so specified, within a reasonable time after Supplier receives the PO. Time of the essence of Supplier’s performance of the PO. Risk of loss of the Goods remains with Supplier, and title will not pass to Company, until the Goods are delivered to and accepted by Company at the Delivery Point. All Goods and/or Services shall be received subject to Company’s inspection and approval. The Supplier must pack and protect all Goods ready for despatch so that they are in accordance with all applicable laws, comply with the Company’s policies provided in writing to Supplier and comply with former and future regulations, standards and requirements, whether with regard to methods of transport to the Delivery Point and handling and to the weather conditions whilst in transit to the Delivery Point. Goods that are not in good condition, not packaged in accordance with Company’s policies (if any), damaged by delivery or rejected by Company as not conforming to the PO shall, at Company’s option, be returned to Supplier at Supplier’s risk and cost and may only be replaced by Supplier with Company’s consent.

3. **PRICES; INVOICES; PAYMENT.** Supplier shall supply the Goods and Services for the prices specified in the PO. Unless specified otherwise on the PO, Supplier will invoice Company for supplied Goods and/or Services within 30 days after supply of the same. All invoices will be accumulated by the Company for a period commencing on the first day of a calendar month and ending on the last day of that calendar month (“Accumulation Period”). Supplier shall remit payment to Supplier of applicable Indirect Transaction Taxes at the percentage rate required by applicable laws to collect and pay Indirect Transaction Taxes to relevant government agency, Company shall remit payment to Supplier of applicable Indirect Transaction Taxes at the percentage rate required by applicable laws in the jurisdiction where the supply takes place, provided Supplier has, at the election of Company, nominated Supplier for Indirect Transaction Taxes that complies with applicable laws. Company reserves the right to withhold payment of Indirect Transaction Taxes if it has provided a valid tax exemption certificate to Supplier. If the PO requires Supplier to provide Services, and if Supplier is a foreign corporation or company (i.e. having its principal place of business outside of the country identified in Company’s address on the PO) or a non-resident alien individual, then, unless Supplier provides Company with valid documentation (received prior to payment for Services) showing that an exemption applies where the Services are performed: (a) Company reserves the right to withhold payment of amounts required to satisfy tax withholding obligations under applicable laws on account of the Services; and (b) Company will use commercially reasonable best efforts to furnish Supplier receipts, proof of payment or other relevant documentation for any withholding taxes so paid. Unless specified otherwise on the PO or in any attachments thereto, the prices are inclusive of, and Supplier shall be solely responsible for and pay, all costs of delivering the Goods to the Delivery Point, including, without limitation, all shipping and freight costs and all duties, fees or similar analogous taxes on imports or exports of the Goods (“Customs Duties”). Supplier will take all reasonable steps to minimize Customs Duties costs.

5. **LOCAL TAXES.** Where the Supplier is an entity registered in Guinea, this clause 5 Local Taxes shall apply. In conformity with Article 383 of the Tax Code modified by the Article 12 of the Finance Law L/2012/n°41/CNT, every VAT tax payer is required to provide an invoice for all transactions including the following details:
   (i) Name (or trade name) and VAT number of the Supplier;
   (ii) Name (or trade name) and VAT number of the Purchaser (Simfer S.A. (000071D));
   (iii) Date the invoice issued and amount, excluding VAT, charged for the supply;
   (iv) VAT amount and the VAT rate;
   (v) The total amount payable for the supply.

In conformity with Article 254 of the Tax Code, an amount of 10 % of the invoice value will be withheld on payments to Suppliers not registered for VAT.

6. **WARRANTIES.** Supplier represents and warrants that: (a) it has good title to the Goods and the right to transfer title to the Goods free and clear of any lien, hypothec, claim or other encumbrance of any kind; (b) the Goods will conform to any specifications and/or standards provided by Company, or by Supplier and approved by Company, and be provided in accordance with applicable laws, and will be free from defects in design, materials and workmanship, said warranty being valid for a period of 18 months from the date title passes to Company as set out in clause 5(c) hereof, Supplier will, at the election of Company, and at Supplier’s cost and expense, repair or replace or refund, at Company’s option, any Goods and Services that do not meet the requirements of the PO. If the warranty is breached, Company reserves the right to withhold payment of Indirect Transaction Taxes if it has provided a valid tax exemption certificate to Supplier. If the PO requires Supplier to provide Services, and if Supplier is a foreign corporation or company (i.e. having its principal place of business outside of the country identified in Company’s address on the PO) or a non-resident alien individual, then, unless Supplier provides Company with valid documentation (received prior to payment for Services) showing that an exemption applies where the Services are performed: (a) Company reserves the right to withhold payment of amounts required to satisfy tax withholding obligations under applicable laws on account of the Services; and (b) Company will use commercially reasonable best efforts to furnish Supplier receipts, proof of payment or other relevant documentation for any withholding taxes so paid. Unless specified otherwise on the PO or in any attachments thereto, the prices are inclusive of, and Supplier shall be solely responsible for and pay, all costs of delivering the Goods to the Delivery Point, including, without limitation, all shipping and freight costs and all duties, fees or similar analogous taxes on imports or exports of the Goods (“Customs Duties”). Supplier will take all reasonable steps to minimize Customs Duties costs.

7. **REMEDIES.** In addition to remedies otherwise available to Company, if Supplier is in breach of the warranties set out in clause 5(b) or clause 5(c) hereof, Supplier will, at the election of Company, and at Supplier’s sole cost (including any relevant transportation and labor costs), either replace or repair (including, if applicable, reinstall) the Goods or Services to Company’s satisfaction.

8. **FORCE MAJEURE.**

7.1 A party will not be in breach of its obligations under the PO or otherwise liable to the other as a result of any delay or failure in the performance of its obligations if and to the extent that such delay or failure is directly caused by Force Majeure and is beyond the reasonable control of the party. Company will be relieved from any obligation to make payment to Supplier for Goods and/or Services to be provided under the PO for so long as the applicable Force Majeure has not been remedied by Force Majeure. Supplier and/or Services is impacted by Force Majeure. Supplier and/or Services is impaired by Force Majeure.

7.2 A party whose performance of obligations under the PO is delayed or prevented by Force Majeure will without delay:

...
(a) notify the other party on an ongoing basis of the nature, extent, effect and likely duration of the circumstances constituting the Force Majeure; and (b) use all reasonable endeavours to minimise the effect of the Force Majeure on its performance of its obligations under the PO; and (c) in the event that the conditions of clause 3 hereof are met, and at its sole discretion, Supplier may terminate the Force Majeure, notify the other party thereof, provide the other with all reasonable information concerning the impact of and planned response to the Force Majeure, and promptly resume full performance of its obligations under the PO.

7.3 If Supplier’s performance under the PO is prevented, hindered or delayed by an event of Force Majeure for a period exceeding one (1) month, Company may in its absolute discretion terminate the PO upon giving written notice of termination.

9. COMPLIANCE WITH LAWS, ETC. In supplying the Goods and Services (if any), Supplier will and will ensure that its employees, agents, contractors and subcontractors (“Personnel”) (a) comply with all applicable laws and regulations; (b) comply with the Rio Tinto Group’s policies including “The Way We Work”, the Supplier Code of Conduct and the Rio Tinto Business Practices and Standards; and (c) to the extent that Supplier’s Personnel are required to enter onto Company’s site or property, ensure that such Personnel (i) comply with Company’s written health, safety and environmental policies and standards provided to Supplier, and (ii) are aware that they enter onto Company’s site or property at their own risk. If Supplier will perform any Services onsite under this PO, it shall, at its own cost, complete and maintain all necessary governmental permits, licenses, and insurance and ensure that its compliance of such permits, licenses and insurance will be contingent upon Supplier providing proof of compliance with Company’s written health, safety and environmental policies and standards provided to Supplier, and in any way involved in supporting or funding conflict; (ii) If Supplier has adopted policies and establish systems to understand the source and chain of custody of Conflict Minerals in its Supply chain, then the Supplier may be requested to provide a copy of such policies and supporting data on the source and chain of custody of Conflict Minerals in Goods Supplier supplies to the Company; (iii) Supplier each warrant that it will comply with its obligations under applicable laws regulating the Processing of Personal Data ("Applicable Data Privacy Laws") that is collected by or disclosed to it under this PO.

11. EXCLUSION OF CONSEQUENTIAL LOSS. Neither party will be liable to the other party under the PO for any special, incidental, indirect, consequential, exemplary or punitive damages or losses, loss of profits or revenues, loss of opportunities, loss of goodwill or loss of capital (whether or not they actually financed or benefited armed groups . The parties comprising the insured shall be considered as a separate occurrence and in the aggregate; (b) workers’ compensation insurance in limits of liability of Euros 5,000,000 for each occurrence and in the aggregate. Supplier shall provide coverage for each claim and in the aggregate. Supplier shall provide coverage in any way involved in supporting or funding conflict; (ii) If Supplier has adopted policies and establish systems to understand the source and chain of custody of Conflict Minerals in its Supply chain, then the Supplier may be requested to provide a copy of such policies and supporting data on the source and chain of custody of Conflict Minerals in Goods Supplier supplies to the Company; (iii) Supplier each warrant that it will comply with its obligations under applicable laws regulating the Processing of Personal Data ("Applicable Data Privacy Laws") that is collected by or disclosed to it under this PO.

13. INSURANCE. Without limiting Supplier’s obligations or liabilities hereunder, Supplier shall, at its sole expense and for the duration of the PO and all applicable warranty periods, purchase and maintain the following insurance: (a) commercial general liability insurance covering all liabilities for personal injury and property damage arising from the Services/Goods, with limits of liability of Euros 5,000,000 for each occurrence and in the aggregate; and (b) insurance covering claims for bodily injury, sickness, disease or death, personal property damage, property damage from operations, and all other or similar risks, with limits of liability of Euros 5,000,000 for each occurrence and in the aggregate.

13A PRIVACY AND DATA PROTECTION. Under this PO, Company is the data controller and Supplier is the data processor. Company and Supplier each warrant that it will comply with its obligations under applicable laws regulating the Processing of Personal Data ("Applicable Data Privacy Laws") that is collected by or disclosed to it under this PO.

Definitions:
(a) the term “Personal Data” means all data concerning an identified individual (Data Subject), or data which is likely to relate to an identified individual (Data Subject); and (b) the term “Processing” has the meaning under Applicable Data Privacy Laws and “Processing” means any operation or set of operations which is performed on personal data or on sets of personal data,

(f) promptly notify Company as soon as it has received a complaint from any individual regarding the way his or her Personal Data has been processed or from any individual regarding any other complaint related to individual complaints.

Note: Personal Data Transfers Supplied must not transfer Personal Data from the European Economic Area (EEA) to a country deemed by the European Commission not to provide adequate protection (within the meaning of Directive 95/46/EC or
its replacement), unless Company consents in writing or unless contractual clauses approved by the European Commission for the transfer of personal data to processors in third countries are in place with the recipient. Personal Data Security and Personal Data Breach Notification: (a) Supplier must put into place and maintain appropriate technical and organisational measures to secure Company Personal Data, having regard to the risk of accidental or unauthorised access, loss, destruction, misuse, modification, disclosure or damage to Personal Data. (b) If Supplier has knowledge of any (i) accidental loss or destruction of, or unauthorised disclosure of or access to Company Personal Data; or (ii) data security breach on any of the systems used in the provision of the Services, Supplier must (iii) expeditiously report such incident to Company; (iv) mitigate, to the extent practicable, any harmful effect of such disclosure or access that is known to Supplier or its subcontractors; (v) cooperate with Company in providing any notices to individuals regarding the incident, as directed by Company; and (vi) cooperate with any investigation into the incident that is subsequently undertaken by any data protection authority, in consultation with Company.

14. CONFIDENTIAL INFORMATION. In the course of performing the PO, Supplier and/or Company may obtain certain information, oral or written (in whatever form), of a confidential nature (or which reasonably ought to be known as confidential) of the other party in relation to the business, operations, affairs or activities of the disclosing party and/or its affiliates ("Confidential Information"). The parties agree, unless required by a lawful court order, subpoena, or similar legal request, not to make each other's Confidential Information available in any form to any third party (excluding Company's personnel and affiliates) or to use or disclose any Confidential Information other than for the purposes of contractually required implementation of the PO. In that regard, Supplier expressly acknowledges that, by providing any Confidential Information to Company, or by including any Confidential Information in any Goods supplied to Company, Supplier is expressly authorizing Company to use such Confidential Information for all purposes incident to the transaction covered by the PO, including but not limited to future use, repair, or replacement of any Goods provided under the PO. Each party agrees to take all reasonable precautions against the disclosure or unauthorized access, misuse, modification, disclosure or damage to Confidential Information. The PO and these General Conditions will not and shall not create a relationship of confidence between the parties, and shall not constitute an agreement of any nature between the parties. Each party acknowledges that failure to comply with any of the terms of this clause shall constitute a material breach of these General Conditions.

15. INTELLECTUAL PROPERTY. To the fullest extent permitted by the applicable laws, if, in performing the PO, Supplier provides to Company any intellectual property, trade secrets, work product, work of authorship, technical manuals, software and/or documentation, Supplier shall be solely responsible for obtaining and maintaining all such intellectual property, trade secrets, work product, work of authorship, technical manuals, software and/or documentation, provided to Company under this PO, and shall indemnify Company for any losses, claims, demands, suits, actions and other liabilities of every kind and character, arising from Supplier's breach of this clause 15A.

16. TERMINATION. Company or Supplier may terminate the PO by written notice to the other party in the event of a breach by the other party that is not cured within 30 days after written notice thereof has been given. Company may terminate the PO without cause by giving thirty (30) days prior written notice of termination to Supplier, and Company shall only be liable to pay for that part of the Goods and/or Services provided in compliance with the terms of the PO prior to such date that Supplier receives Company's written notice to terminate. Any termination hereunder shall be without prejudice to any claims for damages or other rights of the parties.

17. GOVERNING LAW AND FORUM. The PO is governed by the laws of the State of Delaware, United States, to the fullest extent permitted by law. In any instance where the Supplier or any of its Personnel or Sub-contractors fail to comply with this Clause 17, the Supplier agrees to notify the Company promptly upon discovery of any instance where the Supplier or any of its Personnel or Sub-contractors fail to comply with this Clause 17. (x) The Supplier must, on request by the Company from time to time, confirm in writing that it has complied with its obligations under this Clause 19 and provide any information reasonably requested by the Company in support of such compliance. Failure to comply with such terms, conditions or obligations may, in the Company's sole discretion, result in the termination of the PO.

18. COMPLIANCE WITH RELEVANT REQUIREMENTS AND POLICIES. (i) The Supplier must comply with all applicable legislation, Applicable Laws and requirements relating to its obligations under this PO. (ii) It is the intent of the parties that all payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in, extortion, kickbacks, payoffs, influence peddling, or other similar activities in connection with the business, including but not limited to payments of the type described in the following list and which are intended to improperly influence any person (including a public official or private individual or enterprise) to secure any improper advantage or benefit in relation to the matters contemplated by the PO, either directly or indirectly through a third party. (iii) The Supplier represents and warrants that it has not offered, paid, promised to pay, authorised the payment of or transferred money or anything of value to any person (including a government official, private individual or enterprise) in order to obtain, retain or direct business or to influence or secure any other improper advantage or benefit in connection with the PO. (v) The Supplier has not and will not violate the Australian Criminal Code Act 1995, US Foreign Corrupt Practices Act 1977, the UK Bribery Act 2010 or any other anti-bribery laws, regulations, policies or procedures that would render such conduct illegal. If the Supplier or any of its Personnel or Sub-contractors have violated the same had such conduct occurred in the jurisdiction in which they apply, the Supplier must immediately notify the Company if any person approaches the Supplier for the purpose of any bribery or other corrupt activity concerning the Company. (vi) The Supplier represents that it is familiar with, and must comply with, the Rio Tinto Business Practices and Standards as set out at www.riotinto.com. (vii) The Supplier represents and warrants that it has not submitted false or misleading information, or provided information that it knew or should have known to be inaccurate, to any government, regulatory authority or body (including for the purposes of obtaining a solicitation, facilitation payments) to be made to or received from any person (including a government official, private individual or enterprise) in order to obtain, retain or direct business or to influence or secure any other improper advantage or benefit in connection with the PO. (vii) The Supplier represents and warrants that it has not submitted false or misleading information, or provided information that it knew or should have known to be inaccurate, to any government, regulatory authority or body (including for the purposes of obtaining a solicitation, facilitation payments) to be made to or received from any person (including a government official, private individual or enterprise) in order to obtain, retain or direct business or to influence or secure any other improper advantage or benefit in connection with the PO.

19. MISC.

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20. **AUDIT RIGHTS.** (a) The Supplier will allow the Company and any auditors or other advisers to the Company to access any of the Supplier's premises, Personnel and relevant records as may be required in order to: (i) undertake verification that the services are being provided and all obligations of the Supplier are being performed in accordance with this PO; or (ii) fulfil any legally enforceable request by any regulatory body. (b) The Supplier will provide the Company (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to any audit. The Company and its third party representatives will have the right to immediately access and take copies of any records and any other information held at the Supplier's premises and to meet with the Supplier's Personnel to audit the Supplier's compliance with its obligations under this PO. The Supplier will give all necessary assistance to the conduct of such audit during the term of this PO and for period of three years after termination.

21. **CONFLICTS.** (a) The Supplier represents and warrants that: (i) they do not have any direct or indirect interests that conflict, or possibly may conflict, with the interests of the Company; and (ii) they will avoid a situation in which they can have a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company. (b) The Supplier will promptly notify the Company if, at any time during the term of this PO, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in Clause 21(a) at the relevant time. (c) If the Supplier is not able to repeat the warranties set out in Clause 21(a) at any time this will constitute a material breach of this PO and the Company will be entitled to terminate with immediate effect and without regard to any waiting periods or cure periods specified in the PO. The Supplier will not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third parties entered into before termination.