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 or service order (“PO”), and the term “Company” means the Company identified on the applicable PO. The PO will be deemed accepted by Supplier upon the first of the following to occur: (a) Supplier communicating to Company its acceptance; (b) any performance by Supplier under the PO; or (c) the passage of 10 days after Supplier’s receipt of the PO, without Supplier’s written notice to Company to the contrary. 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 and any other attachments noted in the PO and to sell the goods or products (“Goods”) and/or provide the services (“Services”) as described herein or specified in the PO for the prices indicated in the PO. Acceptance of the PO is express and oral whilst in transit to the Delivery Point, including, without limitation, all shipping and freight costs and all duties, fees, tariffs or similar analogous taxes on imports or exports of the Goods (“Indirect Transaction Taxes”). Unless otherwise specified in the PO, Company will make payment 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 is 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 dispatch so that they are in accordance with all applicable laws, comply with the Company’s policies provided in writing to the Supplier, and comply with first class international standards having regard to methods of transport to the Delivery Point and handling and to the weather and storage conditions in which the Goods will be held. Supplier shall deliver and/or ship the Goods and/or Services ready for immediate dispatch so that they are in accordance with all applicable laws, and will be free from defects in material and workmanship and fit for the purpose for which they are intended, and will be 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 written authorization.

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 is 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 dispatch so that they are in accordance with all applicable laws, comply with the Company’s policies provided in writing to the Supplier, and comply with first class international standards having regard to methods of transport to the Delivery Point and handling and to the weather and storage conditions in which the Goods will be held. Supplier shall deliver and/or ship the Goods and/or Services ready for immediate dispatch so that they are in accordance with all applicable laws, and will be free from defects in material and workmanship and fit for the purpose for which they are intended, and will be 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 written authorization.

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. The invoice must itemize the Goods and/or Services purchased, the Price, and any applicable Indirect Transaction Tax and Freight Costs (if Company has agreed to reimburse Freight Costs under Clause 4). 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"). Unless otherwise specified in the PO, Company will make payment of all undisputed amounts due to Supplier on the fifteenth day of the second month following the end of the Accumulation Period in which the invoice is received by Company (for the avoidance of doubt, the term ‘45 days after end of Accumulation Period’ when used in the Purchase Order has the same meaning). In these PO General Conditions, the term "EOAP" means the end of the Accumulation Period in which the invoice is received by Company. However, if an invoice for Goods is received by Company before delivery of the Goods, the applicable Accumulation Period will be the period in which the Goods are actually delivered to Company. Payment of an invoice (or approval for payment by Company) is not evidence or an admission that the Goods or Services meet the requirements of the PO. Subject to clause 4 below, the prices listed in the PO are inclusive of all costs (including taxes) and expenses of Supplier in providing the Goods and/or Services to the Delivery Point. Supplier agrees to maintain accounts and records related to its performance under this PO and agrees that Company may audit Supplier with respect to Supplier performance under the PO.

4. TAXES; FREIGHT COSTS AND CUSTOMS DUTIES. The prices specified in the PO are exclusive of any value added tax (“VAT”), goods and services tax (“GST”), sales, use or consumption tax or similar government tax payable on the supply of the Goods and/or Services (collectively, "Indirect Transaction Taxes"). If Supplier is 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 first provided to Company an invoice for Indirect Transaction Taxes (including, if required by applicable law, all costs required to be added to the invoice by the applicable government tax payable on the supply of the Goods and/or Services). 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 evidence that it is not subject to withholding by virtue of a tax treaty or similar analogous provisions, Company will deduct and remit to the appropriate taxing authority the Indirect Transaction Taxes (“Withholding Taxes”) shown on the invoice, and Supplier agrees that Company’s payment of any Withholding Taxes will be net of any such taxes. Company may withhold payment of Withholding Taxes if Supplier fails to provide a valid tax exemption certificate to Company. If the PO contains an indication that Supplier is registered for Goods and Services tax, and if Supplier is not a resident in Canada and the Supplier is a non-resident alien (i.e. having its principal place of business outside of Canada), Supplier agrees to provide to Company, and if required, to remit to the appropriate taxing authority, the Goods and Services Tax (“GST”) paid in respect of Goods and Services supplied to Company. Unless otherwise specified in the PO, Company shall remit payment to Supplier for applicable Goods and Services tax (including, if applicable, Indirect Transaction Taxes) at the percentage rate required by applicable laws in the jurisdiction where the supply takes place, provided Supplier has first provided to Company an invoice for Goods and Services tax (including, if required by applicable law, all costs required to be added to the invoice by the applicable government tax payable on the supply of the Goods and/or Services). Company reserves the right to withhold payment of Goods and Services Tax 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 evidence that it is not subject to withholding by virtue of a tax treaty or similar analogous provisions, Company will deduct and remit to the appropriate taxing authority the Goods and Services tax (“GST”) paid in respect of Goods and Services supplied to Company.
applicable law, or engaged in any conduct that would have violated the
same had such conduct occurred in the jurisdiction in which such laws
apply; and (e) represents and warrants that it will comply with all applicable
laws concerning the import, export or re-export of Goods, Services or
technology and economic or trade sanctions or restrictive measures,
including such laws or measures enacted, administered, imposed or
enforced through the U.S. Department of the Treasury’s Office of Foreign
Control (“OFAC”), the U.S. Department of State or the United Nations
Security Council. If Supplier will perform any Services onsite under this
PO, it shall, at its own cost, complete induction training courses required
by Company prior to entering onto Company’s Site.
8. WAIVER AND RELEASE OF LIENS. Upon receipt from Company of
amounts invoiced pursuant to clause 3 hereof, Supplier waives and
releases all rights to, and at its sole cost shall obtain the prompt removal
of, any mechanics’, materialmen’s, mining or any similar lien, legal
hypothec or claim fixed against Company or its assets, which then exist
or which may thereafter arise for Goods furnished or Services performed
on or before the date of the relevant invoice. All payments owed to Supplier
hereunder shall be contingent upon Supplier providing proof of its
compliance with this provision to Company upon request.
9. 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
(collectively “Consequential Loss”), with the exception of Consequential Loss
caused by a party’s criminal acts, fraud or willful misconduct or
Consequential Loss caused by Supplier for which Supplier is required to be
induced under insurance policy or insurance pursuant to clause 11 hereof, or breach
of warranties under clause 5, breach of confidentiality or infringement of
intellectual property rights by Supplier.
10. INDEMNIFICATION. Subject to clause 9 hereof, Supplier agrees to
indefend and hold harmless Company and its parent and affiliates, and its/their
officers, directors, employees and agents, from and against any claims,
losses, damages or injuries of any kind or character (including, without
limitation, incidental, consequential or secondary damages caused by Supplier
in connection with the PO, including by Supplier’s breach of the PO).
Supplier shall have no obligation to indemnify pursuant to this clause
10 if and to the extent that the relevant claim or liability is caused by an
indemnified party; provided, however, this provision shall not relieve
Supplier of any pro rata, proportional, contributory or other allocation of
liability or fault imposed by applicable laws.
11. INSURANCE. The parties agree, unless in the case of workers’
compensation insurance and professional liability insurance: (i) an
insurance policy or insurance pursuant to clause 11 hereof, or breach
of warranties under clause 5, breach of confidentiality or infringement of
intellectual property rights by Supplier.
12. 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 and in the case of Company, includes:
(a) the Deliverables (as defined in clause 13);
(b) technical information, data, samples or materials provided to the
Supplier under this Contract; and
(c) information relating to the Company’s 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
each other’s Confidential Information for any purpose other than the
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,
Suppliers 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, maintenance or replacement
of any Goods provided under the PO, or use the Deliverables in Company’s
business operations to or obtain the full benefit of the Services under the
PO. Each party agrees to take all reasonable steps to ensure that
Confidential Information is not disclosed or distributed by its personnel
in violation of the terms of this PO. If the receiving party is required to
disclose the disclosing party’s Confidential Information by a lawful court order,
subpoena, or similar legal request, the receiving party shall promptly
notify the disclosing party in writing of such requirement so that the
disclosing party may seek an appropriate protective order. Each party
acknowledges that failure to comply with this clause may irreparably harm
the business of the other party, and that a breach of one party’s obligations
under this clause shall entitle the other party to seek immediate injunctive
relief, in addition to any other remedies that it may have.
13. INTELLECTUAL PROPERTY. If, in performing the PO, Supplier
develops or intellectual property is provided to, or work product, work,
authorship, technical materials, drawings, specifications, documentation,
data, datasets, reports, recommendations or other writings, information
or material, including those embodied in a tangible medium, and created or
developed for purposes of providing the Goods and/or Services under the PO ("Deliverables")
such Deliverables and intellectual property rights thereunto are owned or otherwise to be
owned by Company. Company shall be deemed the “inventor,” “author,” and
“owner” of all Deliverables under applicable law, and Supplier agrees to
assign, and hereby assigns, to Company any and all rights, title and interest in the
Deliverables, including intellectual property rights in and to such Deliverables. To the extent intellectual
property is provided by Supplier under the PO that is in existence prior to the
PO, Supplier retains all rights thereto. With respect to intellectual property rights granted to Company and their Personnel a perpetual, irrevocable, royalty-
free, non-exclusive, transferable, worldwide sublicensable license to use, reproduce, modify and adapt the intellectual property rights in any Goods and Deliverables for the purposes of Company’s business, including future
use, repair, maintenance or replacement of any Goods, or use the Deliverables in Company’s business operations or to obtain the full benefit of the Goods and/or Services under the PO.
14. SOFTWARE SUPPORT SERVICES. To the extent specified in a
PO, the Supplier must provide to the Company the software support services as are specified in the PO. The software support services will commence on the date specified in the PO and will be renewable as specified in the PO. Unless specified to the contrary in the PO, the software support services must include: (i) ensuring, by responding to the Company’s requests, that the Goods remain in conformity with the applicable specifications; and (ii) ensuring the provision of a help desk service to assist with the resolution of problems and answer queries regarding the Goods. Subject to clause 13 above, title to intellectual property included in Software provided under the PO shall remain with Supplier.
15. 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 or written notice hereof has not been given. Any termination hereunder shall be without prejudice to any
claims for damages or other rights of the parties. Company may suspend or terminate the PO, or any portion thereof, upon written notice to Supplier.
16. ESTIMATES AND FORECASTS. If and to the extent that the PO
includes any estimates, forecasts, approximations or requirements of or for Company by its purchases of Goods and/or Services, Company and Supplier shall, in good faith, agree upon the requirements: (a) are estimates only; (b) are not guaranteed; and (c) do not constitute or create a commitment to purchase any volume or quantity of Goods and/or Services by Company from Supplier.
17. GOVERNING LAW AND FORUM. The PO is governed by the laws
of the state, province or territory identified in the address for Company on the
PO, excluding its choice or conflict of law rules. Company and Supplier expressly disclose, and exclude, application to the PO of (a) the
United Nations Convention on Contracts for International Sale of Goods,
(b) the International Sale of Goods Act, and (c) the International Sale of Goods Contracts Convention Act. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the federal and/or state, provincial or territorial courts in the state, province or territory identified in the address for Company on the PO and the courts of appeal from them for determining any dispute concerning the PO.

18. MISCELLANEOUS. Supplier shall not assign, delegate or subcontract the PO or any interest therein, including any performance or any amount that may be due hereunder, without Company's prior written consent. Supplier shall remain responsible and liable for all Processing of Personal Data by any assignees, delegates or subcontractors. Any assignment, delegation or subcontract of any obligation of Supplier under this PO, shall not waive any obligation, responsibility or liability of Supplier with respect to the provision of the Goods and/or Services. The PO, including these PO General Conditions and any attachments noted in the PO, constitutes the entire agreement relating to the subject matter hereof and supersedes all prior and contemporaneous understandings or statements unless expressly contained herein. If there is any conflict between these PO General Conditions and a provision elsewhere in the PO (including attachments to the PO), these PO General Conditions will prevail. No modification or alteration of the terms hereof shall be binding unless such modification or alteration is in writing and signed by both Company and Supplier. Either party's waiver of any breach, or failure to enforce any of the PO General Conditions, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance with every term and condition hereof. If the date for payment of any monies under the PO falls on either a weekend or public holiday, the payment will be due on the following business day. Supplier and Company have agreed that these PO General Conditions be drafted in English. For legal notices only, a copy of all documentation should be sent to CompanySecretaryNotices@riotinto.com. Le fournisseur et l'acheteur ont convenu que ces termes et conditions soient rédigés en anglais.

19. PRIVACY. For the purpose of this clause 19, (a) **Personal Data** means all information relating to any identifiable individual; (b) **Company Personal Data** means Personal Data disclosed to Supplier by Company, or collected by Supplier for the purposes of this PO; (c) **Processing** includes collecting, using, disclosing, storing, transferring, viewing, accessing and all other Personal Data processing; and (d) **Data Privacy Laws** mean laws regulating the Processing of Personal Data. Company and Supplier each warrant that it will comply with its obligations under applicable Data Privacy Laws. Supplier accepts that in relation to all Company Personal Data, it must (a) only Process it for the purposes of supplying Goods or Services under the PO, and as directed by Company; (b) not disclose Company Personal Data to any other person without Rio Tinto's prior written consent, unless the disclosure is required by applicable law (and Supplier immediately notifies Rio Tinto, unless such notification is prohibited by that law) or is to an approved subcontractor as stated under clause 18; (c) 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 and cooperate when Company is investigating any claim related to individual complaints; and (d) make available to Company any information necessary to demonstrate compliance with the obligations in this clause. Supplier must put into place and maintain appropriate technical and organizational 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. 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 supply 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; (v) cooperate with Company in providing any notices to individuals regarding the incident, as directed by Company; and (vi) cooperate with any regulatory investigation into the incident, in consultation with Company. Supplier shall indemnify, defend and hold harmless Company, its respective directors, officers, and employees from and against any and all losses, claims, demands, suits, actions and other liabilities of every kind and character, arising from Supplier’s breach of this clause 19.