1. DEFINITIONS. In the Contract, the following terms have the meanings set out below unless the context requires otherwise:

Affiliate means any business entity or other form of enterprise, which controls, is controlled by, or is under common control with, a Party.

Applicable Laws means all laws, regulations, rules, treaties and orders of any local, state, provincial, territorial and federal Government Agency applicable to a Party, the Contract or the Supply.

Claim means any action, cause of action, suit, proceeding, claim or demand of any kind.

Company means the entity identified as Company in the PO.

Company Personal Data means Personal Data disclosed to Supplier by Company, or collected by Supplier for the purposes of this Contract.

Confidential Information means information, oral or written (in whatever form), of a confidential nature (or which ought reasonably to be known to be confidential) of a Party relating to the business, operations, affairs or activities of the Party and in the case of Company, includes:

(a) the Deliverables;
(b) technical information, data, samples or materials provided to the Supplier under this Contract; and
(c) information relating to a Rio Tinto User or a Rio Tinto Group member.

Contract means the PO, the PO General Conditions and any other document attached to, or incorporated by reference in, the PO or PO General Conditions.

Customs Duties mean any tax or tariff imposed, claimed, levied or assessed by, or payable to, any Government Agency in relation to the import or export of the Goods.

Data Privacy Laws mean laws regulating the Processing of Personal Data.

Deliverables means any intellectual property, trade secrets, work product, work of authorship, data, datasets, technical materials, drawings, specifications, documentation, reports, recommendations or other writings, information or material, including those embodied in a tangible medium, and created or developed for the purpose of providing the Supply under the Contract.

Delivery Point means the delivery point identified on the PO.

Excise Duties mean any tax or tariff imposed, claimed, levied or assessed by, or payable to, any Government Agency in relation to the production or manufacture of the Goods.

Force Majeure means an event or cause that is beyond the control of either Party claiming force majeure, not able to be overcome by the exercise of reasonable care, proper precautions or consideration of reasonable alternatives to avoid the effects of the force majeure by that Party, and that could not have been reasonably foreseen, but specifically does not include inclement weather that is not unusual at the Site or place where the Supply is provided, lack of raw materials or supplies, mechanical breakdown (unless otherwise caused by a Force Majeure event), strikes, lockouts, slowdowns or other labour disruption of a Party or its Personnel, or the financial condition of a Party.

Goods means the products, materials, supplies or equipment to be developed under the Contract, or other items, if any, identified in the Contract, to be supplied by Supplier under the Contract.

Government Agency means any government or governmental, semi-governmental, administrative, municipal, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Hazardous Substances means any substance that: (a) is recognised as a pollutant, contaminant, dangerous or toxic substance, hazardous or toxic chemical, hazardous waste or substance under Applicable Laws, including asbestos and anything containing asbestos; or (b) requires investigation, reporting, removal or remediation under Applicable Laws.

HSE Policies and Standards means Company’s health, safety and environmental policies and standards in force from time to time.

Indemnified Parties means Company, any entity on behalf of which Company enters into the Contract, any Rio Tinto Group member, and their respective Personnel.

Indirect Transaction Taxes mean any value added tax, goods and services tax or similar tax (including, without limitation, sales and use or consumption / harmonised taxes) imposed, claimed, levied or assessed by, or payable to, any Government Agency in relation to the acquisition, receipt or sale of the Supply, but does not include any related penalty, fine or interest thereon.

Input Tax Credit means any entitlement to a credit for, offset against, reduction in or refund of Indirect Transaction Taxes.

Invoice means an invoice or other document (including, without limitation, a credit note or debit note), in a form which is valid under the Applicable Laws of the jurisdiction where the Indirect Transaction Taxes are imposed, claimed, levied or assessed, and which, if applicable, would enable Company to claim an Input Tax Credit.

Joint Venture means an unincorporated joint venture, if any, on behalf of which Company is Party to the Contract as agent.

Joint Venturers means, in respect of a Joint Venture, the participants in that Joint Venture.

Liabilities means damages, losses, liabilities, costs and expenses of any kind.

Party means a party to the Contract.

Personal Data means all information relating to any identifiable individual.

Personnel means the directors, officers, employees, agents, contractors, subcontractors, advisors, consultants or representatives of a Party or its Personnel, or the financial or demand of any kind.

PO means the applicable purchase order or service order, the PO General Conditions and any other document attached to, or incorporated by reference in, the purchase order or PO General Conditions.

PO General Conditions means these purchase order general conditions (comprising clause 1 through clause 25), including the documents and policies, etc. referenced herein, but does not include Supplier’s proposal or RFP response.

Price means the price listed in the PO applicable to the Supply provided under the Contract. To avoid doubt, if a table of rates is included in the Contract, the term Price shall also include the specified rates.

Processing includes collecting, using, disclosing, storing, transferring, viewing, accessing and all other Personal Data processing.

Rio Tinto Group means the dual listed company structure incorporating Rio Tinto plc and Rio Tinto Limited and including: (a) any Affiliate of Rio Tinto plc or Rio Tinto Limited; (b) any unincorporated 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 body corporate or unincorporated joint venture managed by Rio Tinto plc or Rio Tinto Limited or any Affiliate of Rio Tinto plc or Rio Tinto Limited; and (d) such other entities as the Parties agree in writing.

Rio Tinto Limited means Rio Tinto Limited (ABN 96 004 458 404) having its registered office at 33rd Floor, 120 Collins Street, Melbourne, Victoria 3000.

Rio Tinto plc means Rio Tinto plc (Company No. 719885) of 2 Eastbourne Terrace, London, United Kingdom, W2 6LG.

Services means the services identified in the Contract to be performed by Supplier under the Contract and shall include all Deliverables produced under or identified in the Contract.

Site means the location or premises identified in the PO.

Supplier means the entity identified as supplier in the PO.

Supply means the performance of the Services and supply of the Goods by Supplier under the Contract.

Tax and Taxes means any and all taxes, fees, withholdings, imports, levies, duties or other charges of any nature whatsoever or whatsoever, including, without limitation, Customs Duties, Excise Duties (including fuel duty, levy or impost), stamp, documentary, payroll, personal, property, real property, interest equalisation, business, occupation, turnover, income, corporation, capital, profits, gains, gross receipts, together with any penalties, fines or interest thereon or similar additions thereto, imposed, levied or assessed by any Government Agency or otherwise payable.
2. ACCEPTANCE; NO ADDITIONAL TERMS. 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 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 and any other attachments noted in the PO and to sell the Goods and/or provide the Services as described herein for the Prices indicated in the PO. Acceptance of the PO is expressly limited to these PO General Conditions contained herein (including attachments to the PO), and includes all warranties and all Company’s remedies as Buyer set forth in the Uniform Commercial Code. No terms or conditions submitted by either party that are in addition to, different from or inconsistent with, those contained in these PO General Conditions 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.

3. DELIVERY; TITLE, RISK OF LOSS; INSPECTION. Supplier will supply the Goods and/or Services to Company at the Delivery Point and by the date specified therein or, if no date is so specified, within a reasonable time after Supplier receives the PO. Unless specified otherwise in the PO or in any attached document, title to the Goods 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. 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. Likewise, risk of loss of the Goods will transfer to Company upon delivery of the Goods to the Delivery Point. All Goods and/or Services shall be delivered 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 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 written authorization.

4. PRECEDENCE OF CONTRACT DOCUMENTS. If there is any conflict, inconsistency or ambiguity in the Contract documents they will rank in order of precedence as follows: (a) the PO; (b) the General Conditions; and (c) any other document attached to, or incorporated by reference in, the PO or the General Conditions.

5. JOINT VENTURES. If Company enters into the Contract for and on behalf of Joint Venturers under a Joint Venture, then: (a) Company is a Party to the Contract as agent severally for each of the Joint Venturers in their respective percentage interests in the Joint Venture from time to time; (b) the Liabilities and obligations of the Joint Venturers to Supplier are several only (and will not be, nor be construed to be, either joint or joint and several) in accordance with the Joint Venture’s respective percentage interest from time to time in the Joint Venture; (c) the rights and remedies in and under the Contract may be exercised by Company for and on behalf of the Joint Venturers; (d) all notices to be given or made pursuant to the Contract relating to the Joint Venture may be given or made (as the case requires) by Company on behalf of the Joint Venturers or any one or more of them; (e) in dealing with the Joint Venturers, for all purposes under the Contract, Supplier must deal only with Company; and (f) Company will not be liable for the failure of the Joint Venturers to perform its or their obligations (if any) under the Contract.

6. 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 may make payment only within 30 days after Supplier’s invoice to Company before the fifteen 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 this 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 the 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.

7. TAXES; WITHHOLDING TAXES AND CUSTOMS DUTIES. Indirect Transaction Tax. The Prices specified in the PO are exclusive of any Indirect Transaction Taxes (but are inclusive of all other 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 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.

Withholding Taxes. 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, unless Supplier provides Company with a valid tax exemption certificate to Supplier (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. Where Supplier makes payment to Supplier without withholding or deducting the amount of Taxes required to satisfy withholding obligations under Applicable Laws Supplier must reimburse or otherwise pay to Company the amount that should have been withheld or deducted within 14 days of receiving an official receipt (or certified copy) or other documentation evidencing the amount that was required to have been withheld or deducted. Customs Duties and Excise Duties. Unless specified otherwise on the PO or in any attachments thereto, Supplier will be considered in importer of record for the Goods supplied. Where Supplier is the importer of record for the Goods, Supplier must: (a) be responsible for, and remit payment of all Customs Duties as well as any other fiscal charges to the applicable Government Agency; and (b) use its best endeavors to ensure that any Goods are imported free of applicable Customs Duties including, without limitation, through the use of applicable bilateral free trade agreements (or the equivalent). At the request of Company, Supplier shall make, or provide Company, all information and documentation that is necessary for Company to make applications or certifications required by Applicable Laws for: (i) refund, rebate, drawback, remission or other reduction of Customs Duties or Excise Duties; and (ii) Customs Duties or Excise Duties concessions, including, without limit, exemptions, reductions, duty-free access and preferential rates of duty available under bilateral free trade agreements (or the equivalent). If any Customs Duties and Excise Duties have been overcharged, inadequately levied or that an exemption, reduction, concession, drawback, refund, rebate or remission applies, Company may, by written notice to Supplier, require Supplier to contest such Customs Duties and Excise Duties with the relevant Government Agency at the cost, direction and control of Company. Where the Contest is successful, Supplier will pass on to Company, the full economic benefit of the...
exemption, reduction, concession, drawback, refund, rebate or remission of Customs Duties and Excise Duties, as applicable. Supplier will take all reasonable steps to minimize Customs Duties costs.

8. WARRANTIES. Supplier represents and warrants that: (a) it has good title to the Supply and the right to transfer title to the Supply free and clear of any lien, hypothec, 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 3 hereof; (c) the Services will conform to any specifications and/or standards provided by Company, or by Supplier and approved by Company and be otherwise suitable for the purposes for which the Services were engaged, comply with Applicable Law and be performed expeditiously and consistent with any applicable standards of skill and care, said warranty being valid for a period of 18 months from the date the performance of the Services is completed; and (d) the Goods and Services, and their use, manufacture, sale, lease, distribution, or other commercialization do not and will not infringe, misappropriate or violate the trademarks, service marks, copyrights, patents, patent rights, trade secrets and other intellectual property rights or moral rights of a third party; and (e) it will comply with all Applicable Laws in providing the Supply and has not violated and will not violate, in connection with the PO, Canada’s Corruption of Foreign Public Officials Act, the US Foreign Corrupt Practices Act 1977, the UK Bribery Act 2010 or any other similar Applicable Law, or engage in any conduct that would have violated the same had such conduct occurred in the jurisdiction in which such laws apply. There are no warranties which extend beyond those set forth above. The warranties provided herein are given expressly and are in place of all other express or implied warranties and all implied warranties for merchantability and fitness for a particular purpose are disclaimed.

9. REMEDIES. In addition to remedies otherwise available to Company at law or in equity, if Supplier is in breach of the warranties set out in clause 8(b) or clause 8(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 Good or re-perform the Services or pay the costs to re-perform the Services, to Company’s satisfaction.

10. SITE ACCESS AND COMPLIANCE WITH LAWS, ETC. In providing the Supply, Supplier agrees that (a) it must, at its cost, comply with, and ensure its Personnel comply with, all Applicable Laws (including all Applicable Laws concerning the import, export or re-export of Goods, Services or technology and economic or trade sanctions or restrictive measures), and Rio Tinto Group policies, including ‘The Way We Work’, ‘The Supplier Code of Conduct’, the ‘Business Integrity Standards’, applicable compliance and standards policies, any site specific terms, and other policies which are available at http://www.riotinto.com/aboutus/policies-standards-and-guidance-5243.aspx or otherwise made available to Supplier by Company. Company may monitor and audit Supplier’s compliance with this Clause; (b) it must report all actual, alleged or suspected non-compliance with the requirements of 7(a) to Company or through the Rio Tinto Group’s Speak-OUT program; and must cooperate promptly and fully with Company in any investigation of an alleged or suspected breach; (c) Company may identify Supplier and/or certain of its Personnel as “Core Contractors”. Supplier must ensure that any such Core Contractors undertake the mandatory compliance risk reduction training modules identified by the Rio Tinto Group from time to time within the timeframe specified; (d) it must, at its own cost, ensure its Personnel complete induction training courses required by Company prior to entering onto Company’s Site; and (e) if Supplier enters onto any Company Site, it does so at its own risk, and will ensure that its Personnel are aware that they enter onto the Site at their own risk.

11. NO MINIMUM PURCHASE OR EXCLUSIVE. Nothing in the Contract obligates Company to request or acquire any minimum level of Goods or Services from Supplier. The Contract is not evidence of, nor does it create, an exclusive relationship between Company and Supplier for the Supply or any aspect of the Supply.

12. 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.

13. 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 insured under a policy of insurance pursuant to clause 15 hereof, or breach of warranties under clause 8, breach confidentiality or infringement of intellectual property rights by Supplier.

14. INDEMNIFICATION. Subject to clause 13 hereof, Supplier agrees to indemnify 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, reasonable attorneys’ fees) caused by Supplier or its Personnel in connection with the Contract, including Supplier’s breach of the Contract. Supplier shall have no obligation to indemnify pursuant to this clause 14 if and to the extent that the relevant Claim or Liability is caused by Company; 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.

15. 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 $5,000,000 for each occurrence and in the aggregate; (b) workers’ compensation insurance in compliance with the applicable laws of each jurisdiction affected by the Goods/Services; (c) if Supplier will use or provide for use motor vehicles in providing the Goods and/or performing the Services, automobile (e.g., vehicle) insurance covering liability for personal injury and property damage arising from the use of such vehicles, with limits of liability of $3,000,000 for each occurrence and in the aggregate; and (d) if Supplier will provide professional advice or services, professional liability insurance, with limits of liability of $3,000,000 for each claim and in the aggregate. Supplier shall provide coverage endorsements for each category of required insurance, including, except in the case of workers’ compensation insurance, any professional liability insurance: (i) an endorsement including Company and its directors, officers, employees, agents and representatives as additional insureds; (ii) an endorsement specifying the insurance is primary (non-contributory) to any insurance maintained by Company or Rio Tinto Group member; (iii) an endorsement including a cross liability clause, noting that each of the parties comprising the insured shall be considered as a separate entity, the insurance applies as if such party’s liability is each party’s liability, and no “insured-versus-insured” exclusion exists in the policy; and (iv) an endorsement waiving all express or implied rights of subrogation against Company. Supplier shall, prior to commencing Services, provide to Company or its designee certificates of insurance and endorsements as evidence of the insurance required under the Contract. To the extent Supplier uses a subcontractor for any portion of the Goods or Services under this Contract, Supplier ensures that such subcontractor will be subject to the same insurance requirements contained in this clause 15.

16. CONFIDENTIAL INFORMATION. In the course of performing the PO, Supplier and/or Company may obtain 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, 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, maintenance, or replacement of Goods supplied under the PO, to use the Deliverables in Company’s business operations or to obtain the full benefit of the Services. 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. Notwithstanding anything to the contrary in this clause 16, any Rio Tinto Group member may use the Contract, Confidential Information provided by Supplier to Company, for business purposes, provided that such entity must be bound by the obligations contained in this clause 16.

17. INTELLECTUAL PROPERTY. Deliverables shall be deemed to be a “work made for hire” and 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 Contract that is in existence prior to the Contract or not specifically developed for Company under the PO (Background IP), Supplier grants to Company and its Personnel, a perpetual, irrevocable, royalty-free, non-exclusive, transferable worldwide sub-licensable license to use the intellectual property rights in the Background IP 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 Services.

18. 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 in 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 consistent with the resolution of problems and answer questions regarding the Goods. Subject to clause 17 above, title to intellectual property included in software provided under the PO shall remain with Supplier.

19. TERMINATION. Company or Supplier may terminate the Contract 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. Any termination hereunder shall be without prejudice to any claims for damages or other rights of the parties. Company may suspend or terminate the Contract, or any portion thereof, upon written notice to Supplier.

20. ESTIMATES AND FORECASTS. If and to the extent that the PO includes any estimates, forecasts, approximations or requirements of or by Company for its purchases of Goods and/or Services, Company and Supplier agree any such estimates, forecasts, approximations or 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.

21. AMENDMENTS, VARIATIONS AND CHANGE ORDERS. Either Party may request changes to the Supply (a “Change Order”), but no Change Order will be valid unless it is made in writing, references the Contract (including the PO number), details the specific changes to the Supply, and is approved in writing by Company; provided, however, that a Change Order may not be used to modify the Price or any aspect of the Price. No amendment or variation of the Contract is valid unless made in writing and signed by authorized Personnel of both Parties.

22. GOVERNING LAW AND FORUM. The Contract 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 disclaim, 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 Convention on Contracts for the International Sale of Goods. 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 Contract.

23. NOTICES. Any notice, approval, consent or other communication under the Contract must be: (a) in writing; (b) addressed to the other Party to the address specified in the PO; and (c) hand delivered or sent by nationally recognized courier or by mail, fax or e-mail. Subject to Applicable Laws, a notice under the Contract will not be considered effective until received by the other Party (which may be proven by delivery receipt or other reliable means). A Party may change its address for future notices by providing written notice to that effect to the other Party.

24. PRIVACY. 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 Company’s/Rio Tinto’s prior written consent, unless the disclosure is required by Applicable Law (and Supplier will notify Company if it discloses and/or processes Company’s/Rio Tinto’s Personal Data); and (c) comply with its obligations under applicable Data Privacy Laws. Supplier accepts, and holds 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 24.

25. MISCELLANEOUS. Supplier shall not assign, delegate or subcontract the Contract or any interest therein, including any performance or any amount that may be due hereunder, without Company’s prior written consent, and at Company’s sole discretion. Any assignment, delegation or subcontract of any obligation of Supplier under this Contract, 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 (the Contract), 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 Contract (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 authorized Personnel of both Company and Supplier. Either party’s waiver of any breach, or failure to enforce any of the PO General Conditions or the Contract, 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 Contract 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. Le fournisseur et l’acheteur ont convenu que ces termes et conditions soient rédigés en anglais. For legal notices only, a copy of all correspondence shall be sent to CompanySecretaryNotices@riotinto.com.