

METAL MANUFACTURES LIMITED

TERMS OF TRADE WITH A SUPPLIER

1. Definitions

"*Agreement*" means the purchase order, tender document or other document detailing the supply of goods and services to MM, and these terms and conditions.

"*Authorised Agent*" means any person or company authorised by MM to inspect, assist, test, negotiate or investigate the supply of goods and services.

"*MM*" means Metal Manufactures Limited or MM Kembla Products which is a division of Metal Manufactures Limited.

"*Supplier*" means the supplier of the goods and services described in the purchase order, tender or other document.

"*Price*" means the price set out in the Agreement excluding Goods and Services Tax (GST).

2. Supply

- (a) The Supplier agrees to supply the goods and/or services described in the Agreement to MM at the price and quantity as set out in the Agreement and at the time and date set out in the said Agreement;
- (b) Subject to the terms and conditions hereof MM will pay the Supplier the price as set out in the Agreement thirty (30) days after receipt of the Supplier's tax invoice or within any specific time frame set out in the Agreement, provided the goods and/or services are of acceptable quality.

3. Quality and Acceptance of Goods and/or Services

- (a) Before accepting any goods and/or services, MM or its Authorised Agent may conduct any test or inspection required or deemed reasonable upon the goods and services at MM's absolute discretion;
- (b) MM or its Authorised Agent may reject any goods and/or services which it deems to be of inferior quality, quantity or contrary to the goods and/or services specified in the Agreement, and those goods and/or services which have been rejected are to be returned to the Supplier at the Supplier's cost;
- (c) The Supplier warrants that the goods and/or services supplied shall be fit for the purpose for which they were intended and are of merchantable quality and the Supplier hereby indemnifies MM against all loss it may suffer arising out of a breach of any warranty or representations or the terms and conditions hereof and this indemnity shall survive termination of the Agreement;
- (d) Inspection or acceptance by MM of the goods and/or services shall not relieve the Supplier of liability for any defective goods and/or services supplied under this Agreement;
- (e) The Supplier must at all times comply with any Australian Standards and/or any laws or regulations applicable to the goods and/or services which it supplies to MM.

4. Delivery

- (a) Unless otherwise set out in the Agreement, the goods and/or services must be delivered to MM as set out in the Agreement or as shall be directed by MM from time to time. Any delivery that varies from this must be expressly agreed in writing by MM prior to its delivery;
- (b) The Supplier is responsible for all packaging and transport of the goods and/or services and liability associated with the goods and/or services until they have been delivered to and accepted by MM pursuant to the Agreement and title in the goods shall not pass to MM until acceptance of delivery.
- (c) The Supplier must notify MM if it is unable to supply all of the goods and/or services pursuant to the Agreement and MM reserves the right at its absolute discretion to accept or reject any such reduction;
- (d) Where the Supplier is unable to satisfy the Agreement, MM shall be at liberty to terminate the Agreement and recover from the Supplier any loss or damage MM may suffer as a consequence, including the cost of obtaining alternate supply of the goods and/or services.

5. Damages

Any damages to be claimed by the Supplier against MM shall be limited only to the value of the goods and/or services to be supplied pursuant to the Agreement. The Supplier expressly indemnifies MM for any consequential loss or damage suffered by it due to any breach or termination of this Agreement.

6. Confidentiality

The Supplier must preserve and keep confidential all and any information supplied to it by MM, including but not limited to information on any volumes or types of goods and/or services to be provided to MM and any other operational aspects of MM's business, unless MM consents to the release of that information by the Supplier, and such consent must be provided in writing.

7. Insurance Cover

Prior to commencing any work required to provide any goods and/or services to MM, the Supplier must effect appropriate insurance policies including, but not limited to public and product liability, workers compensation, motor vehicle and transit insurance and if so required by MM, must produce certificates evidencing same.

8. Termination

Unless otherwise set out in the Agreement, MM may terminate this Agreement by providing the Supplier with not less than sixty (60) days notice prior to the delivery of any of the goods and/or services pursuant to the Agreement. If so terminated MM will not be responsible to pay the Supplier for any of the goods and/or services which were to be supplied.

9. Governing Law

This Agreement is governed by the law of New South Wales, Australia.

10. Non-Assignment

The Supplier must not assign or otherwise deal with this Agreement without the express written consent of MM.