INSTRUCTIONS FOR TRANSMISSION OF SAMPLES

PACKING INSTRUCTIONS

Samples should be placed in one or more sturdy plastic bags and shipped in a strong container such as a steel drum. Please do not use a marker pen on the outside of plastic bags as these marks rub off during transport. Place inside each larger bag a small plastic bag containing the sample label (metal, card or paper); the information on this label will be checked against the Packing List and used in reporting results to you. For International consignments, do not use any natural packing materials, e.g. timber or Hessian bagging (this represents a quarantine problem). Any pallets used must be treated and Internationally Certified.

Individual bags and plastic drums should not weigh more than 20kg. Items weighing more than 20kg should be split down into smaller masses and put in separate bags or drums. Samples larger than 20kg may be transported in 200L steel drums.

DOCUMENTS REQUIRED

The documents below must be faxed (+61 7 334 65 886) or emailed (lab@jktech.com.au) prior to dispatch of the consignment. JKTech accepts no responsibility for delays and clearance/storage costs associated with consignments for which we have no documentation.

Commercial Invoice (for International Consignments)

A Commercial Invoice must accompany the consignment. This Commercial Invoice must be on Company Letterhead, be signed by a Company Officer, reference the Airway Bill or Bill of Lading, and contain one of the following statements (as appropriate);

“Pure or refined mined products originating from more than 2 metres underground”.

Or

“Mined products potentially containing soil or surface material”.

LCL Packing Declaration (for International Consignments by Sea)

This form to be completed by the packer of the goods. Company Letter Head with Company Name and address must be inserted at the top of this form.

Sample Packing List

These details are important to identify and check arriving samples. The information you provide should correlate with the sample labels.

Sample Hazard Advice Form

Please fill out the Hazard Advice Form for all submissions. If the sample does not require any special precautions, tick the box to confirm and sign, adding your name and position. Please indicate the chemical composition of the samples, this information is required in order to properly dispose of samples.

SAMPLES WITHOUT A COMPLETED SAMPLE HAZARD ADVICE FORM CANNOT BE PROCESSED.

DO NOT DESPATCH MATERIAL CONTAINING ASBESTOS TYPE MINERALS AS THESE CANNOT BE PROCESSED AT JKTECH

Address Label

Standard address label. The nearest customs and quarantine port for shipping is Brisbane, Australia.

The Sample Packing List, Sample Hazard Advice Form, Address Label (and for International Consignments, the Commercial Invoice) should all be placed in a clear plastic sleeve and attached firmly to the exterior of the consignment. The Address Label should be outermost and clearly visible.

Copies of these documents should also be placed in a clear plastic sleeve inside the container.

Copies of these documents should also be faxed to +61 7 334 65 886 or emailed to lab@jktech.com.au.

For samples originating outside Australia, the Australian Quarantine Inspection Services (AQIS) have serious concern about importation of soil samples. Material judged by AQIS as potentially containing biological material will require importation under “AQIS Permit Conditions”.

Samples taken from a depth of greater than 2 m and “refined” process samples, as long as they do not contain soil or biological material, are not normally subject to quarantine restrictions and do not require import under “AQIS Permit Conditions”.

Samples containing soils or biological material must be declared. These materials will require importation under “AQIS Permit Conditions”.

All materials deemed by AQIS as necessitating import under “AQIS Permit Conditions” may be subject to the additional costs of Gamma Ray treatment. These costs will be charged back to the client plus 7.5%.
LCL PACKING DECLARATION
[Boxes to be marked in the appropriate place]

Vessel Name: ....................................................... Voyage Number: .............................................

Consignment identifier or numerical link ..........................................................................................................

PROHIBITED PACKAGING MATERIAL STATEMENT
(Prohibited packaging material such as straw, bamboo, peat, hay, chaff, used fruit & vegetable cartons)

Q1 Have prohibited packaging materials or bamboo products been used as packaging or dunnage in the consignment covered by this document?
A1 YES ☐ NO ☐

TIMBER PACKAGING/DUNNAGE STATEMENT
(Timber packaging/dunnage includes: crates, cases, pallets, skids, and any other timber used as a shipping aid.)

Q2a Has timber packaging/dunnage been used in consignments covered by this document?
A2a YES ☐ NO ☐

ISPM 15 STATEMENT

Q2b All timber packaging/dunnage used in the consignment has been treated and marked in compliance with ISPM15
A2b YES ☐ NO ☐ N/A ☐

BARK STATEMENT
(Bark is the external natural layer covering trees and branches. This statement is only required if timber/packaging dunnage is declared using the timber or ISPM 15 statements. A bark statement is required for all timber packaging/dunnage including ISPM 15 compliant packaging/dunnage.)

Q3 Is all timber packaging/dunnage used in this consignment free from bark?
A3 YES ☐ NO ☐ N/A ☐

Signed: ............................................................ Printed name: .............................................
(Company Representative)

Date of issue: .............................................
(DD/MM/YYYY)
## SAMPLE PACKING LIST

<table>
<thead>
<tr>
<th>Company Name:</th>
<th></th>
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<tbody>
<tr>
<td>Name of Operation:</td>
<td></td>
</tr>
<tr>
<td>Company Contact:</td>
<td></td>
</tr>
<tr>
<td>Contact</td>
<td></td>
</tr>
<tr>
<td>Telephone/Email:</td>
<td></td>
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<tr>
<td>JKTech Proposal ID:</td>
<td></td>
</tr>
<tr>
<td>Date Dispatched:</td>
<td></td>
</tr>
<tr>
<td>Transport Information;</td>
<td></td>
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<tr>
<td>Consignment No/</td>
<td></td>
</tr>
<tr>
<td>MAWB No</td>
<td></td>
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<tr>
<td>Special Instructions for Sample Handling (e.g. Max Drying Temperature)</td>
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</tr>
</tbody>
</table>

Samples will be disposed of 6 months after work is complete unless you write "KEEP" in the box to the right. Storage charges will apply for samples kept longer than 6 months. **NOTE:** Hazardous or radioactive materials must be returned to site at senders expense.

<table>
<thead>
<tr>
<th>Sample Identification (e.g. XZ21)</th>
<th>Date of Collection</th>
<th>Number of Bags/ Buckets/ Trays</th>
<th>Sample Mass (kg)</th>
<th>Ore Type/ Lithology (e.g. Nickel Sulphide Ore)</th>
<th>Sample Description (e.g. SAG Mill Feed)</th>
<th>Tests Required (e.g. Drop Weight Test, Bond Ball Test)</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>
### SAMPLE HAZARD ADVICE FORM

<table>
<thead>
<tr>
<th>Company:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sample Origin:</td>
<td></td>
</tr>
<tr>
<td>Site Name</td>
<td></td>
</tr>
<tr>
<td>Country</td>
<td></td>
</tr>
<tr>
<td>Client Sample Identification</td>
<td></td>
</tr>
<tr>
<td>JK Lab Sample Number (JK use only)</td>
<td></td>
</tr>
<tr>
<td>JKTech Proposal Number</td>
<td></td>
</tr>
</tbody>
</table>

**Does this material offer any special hazards when handled in a mineral sample preparation facility and test work laboratory?** (Answer “Yes” or “No”)

Yes/No

**Does this sample contain any Hazardous Materials?** (Answer “Yes” or “No”)

Yes/No

**Does this sample contain Asbestos minerals?** (Answer “Yes” or “No”)

Yes/No

**Does this sample contain radioactive minerals to the extent that it would be classed as at least Class I Radioactive when packed for transport?** (Answer “Yes” or “No”)

Yes/No

If any hazardous material boxes are ticked, please refer to JKTech Terms and Conditions regarding the acceptance of such materials. Additionally, please provide full details, including precautions for use, safe handling and storage. Include notes on recommended personal protective equipment, ventilation requirements and special requirements for cleaning up after use, and disposal of any residues. Recommendations are to assume that the material will crushed, screened and split by typical mineral sample preparation equipment. Should samples for testing require any special safety or protective measures, the cost of these measures will be in addition to the quoted price for testing. (Please attach any additional information.)

Please detail the composition of the sample below:

<table>
<thead>
<tr>
<th></th>
<th>Max Total Level</th>
<th>Total Level (if Left Hand Box ticked)</th>
<th>Max Total Level</th>
<th>Total Level (if Left Hand Box ticked)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Greater Than</td>
<td>y/n</td>
<td>Greater Than</td>
<td>y/n</td>
</tr>
<tr>
<td></td>
<td>Level</td>
<td></td>
<td>Level</td>
<td></td>
</tr>
<tr>
<td><strong>pH</strong></td>
<td>pH &lt;2.0 or &gt;12.5</td>
<td></td>
<td><strong>Nickel</strong> Ni</td>
<td>&gt;600 mg/kg mg/kg</td>
</tr>
<tr>
<td><strong>Antimony</strong></td>
<td>Sb &gt;200 mg/kg</td>
<td>mg/kg</td>
<td><strong>Selenium</strong> Se</td>
<td>&gt;200 mg/kg mg/kg</td>
</tr>
<tr>
<td><strong>Arsenic</strong></td>
<td>As &gt;200 mg/kg</td>
<td>mg/kg</td>
<td><strong>Silver</strong> Ag</td>
<td>&gt;200 mg/kg mg/kg</td>
</tr>
<tr>
<td><strong>Barium</strong></td>
<td>Ba &gt;200 mg/kg</td>
<td>mg/kg</td>
<td><strong>Thallium</strong> Tl</td>
<td>&gt;200 mg/kg mg/kg</td>
</tr>
<tr>
<td><strong>Beryllium</strong></td>
<td>Be &gt;40 mg/kg</td>
<td>mg/kg</td>
<td><strong>Tin</strong> Sb</td>
<td>&gt;200 mg/kg mg/kg</td>
</tr>
<tr>
<td><strong>Cadmium</strong></td>
<td>Cd &gt;40 mg/kg</td>
<td>mg/kg</td>
<td><strong>Vanadium</strong> V</td>
<td>&gt;200 mg/kg mg/kg</td>
</tr>
<tr>
<td><strong>Chromium III</strong></td>
<td>Cr³⁺ &gt;240,000 mg/kg</td>
<td>mg/kg</td>
<td>Zinc Zn</td>
<td>&gt;14,000 mg/kg mg/kg</td>
</tr>
<tr>
<td><strong>Chromium IV</strong></td>
<td>**Cr⁴⁺ &gt;200 mg/kg</td>
<td>mg/kg</td>
<td><strong>Chloride</strong> Cl⁻</td>
<td>mg/kg</td>
</tr>
<tr>
<td><strong>Total Chromium</strong></td>
<td>Cr &gt;200 mg/kg</td>
<td>mg/kg</td>
<td><strong>Fluoride</strong> F⁻</td>
<td>mg/kg</td>
</tr>
<tr>
<td><strong>Cobalt</strong></td>
<td>Co &gt;200 mg/kg</td>
<td>mg/kg</td>
<td><strong>Nitrate</strong> NO₃⁻</td>
<td>mg/kg</td>
</tr>
<tr>
<td><strong>Copper</strong></td>
<td>Cu &gt;2,000 mg/kg</td>
<td>mg/kg</td>
<td><strong>Total Cyanide</strong> CN⁻</td>
<td>mg/kg</td>
</tr>
<tr>
<td><strong>Lead</strong></td>
<td>Pb &gt;600 mg/kg</td>
<td>mg/kg</td>
<td><strong>Total Sulphate</strong> SO₄²⁻</td>
<td>mg/kg</td>
</tr>
<tr>
<td><strong>Manganese</strong></td>
<td>Mn &gt;3000 mg/kg</td>
<td>mg/kg</td>
<td><strong>Uranium</strong> U₃O₈</td>
<td>&gt;500 mg/kg mg/kg</td>
</tr>
<tr>
<td><strong>Mercury</strong></td>
<td>Hg &gt;30 mg/kg</td>
<td>mg/kg</td>
<td><strong>Radioactivity:</strong> Is the sample LSA I? (Greater than LSA I cannot be accepted)</td>
<td></td>
</tr>
<tr>
<td><strong>Methyl Mercury</strong></td>
<td>**Methyl Hg &gt;20 mg/kg</td>
<td>mg/kg</td>
<td><strong>Radioactivity:</strong> Is the sample greater than 0.4 mSv/h 1 metre away from surface of sample?</td>
<td></td>
</tr>
<tr>
<td><strong>Molybdenum</strong></td>
<td>Mo &gt;200 mg/kg</td>
<td>mg/kg</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Name:**

**Position:**

**Date:**

**Signature:**
Deliveries between 0830h to 1200h and 1300h to 1500h only.

To: JKTech Pty Ltd
21 Wolston Road
Sumner Park
QLD 4074
Australia

Attention: Manager – Laboratory Services
Phone +61 7 334 65956
Email lab@jktech.com.au
Fax: +61 7 334 65886

JKTech Reference (Quote No)

Documents to be Enclosed:
Hazard Form, Packing List
Commercial Invoice (for International Consignments)
Disclaimer

Warranty by JKTech

a. JKTech will use its best endeavours to ensure that all documentation, data, recommendations, information, advice and reports (“Material”), provided by JKTech to the client (“Recipient”), is accurate at the time of providing it.

Extent of Warranty by JKTech

b. JKTech does not make any representations as to any matter, fact or thing that is not expressly provided for in the Material.

c. JKTech does not give any warranty, nor accept any liability in connection with the Material, except to the extent, if any, required by law or specifically provided in writing by JKTech to the Recipient.

d. JKTech will not be liable to the Recipient for any claims relating to Material in any language other than English.

e. If, apart from this Disclaimer, any warranty would be implied whether by law, custom or otherwise, that warranty is to the full extent permitted by law excluded.

f. The Recipient will promptly advise JKTech in writing of any losses, damages, compensation, liabilities, amounts, monetary and non-monetary costs and expenses (“Losses”), incurred or likely to be incurred by the Recipient or JKTech in connection with the Material, and any claims, actions, suits, demands or proceedings (“Liabilities”) which the Recipient or JKTech may become liable in connection with the Material.

Indemnity and Release by the Recipient

g. The Recipient indemnifies, releases, discharges and saves harmless, JKTech against any and all Losses and Liabilities, suffered or incurred by JKTech, whether under the law of contract, tort, statutory duty or otherwise as a result of:

i) the Recipient relying on the Material;

ii) any liability for infringement of a third party’s trade secrets, proprietary or confidential information, patents, registered designs, trademarks or names, copyright or other protected rights; and

iii) any act or omission of JKTech, any employee, agent or permitted sub-contractor of JKTech in connection with the Material.

Limit of Liability

h. JKTech’s liability to the Recipient in connection with the Material, whether under the law of contract, tort, statutory duty or otherwise, will be limited to the lesser of:

i) the total cost of the job; or

ii) JKTech providing amended Material rectifying the defect.

Exclusion of Consequential Loss

i. JKTech is not liable to the Recipient for any consequential, special or indirect loss (loss of revenue, loss of profits, business interruption, loss of opportunity and legal costs and disbursements), in connection with the Material whether under the law of contract, tort, statutory duty or otherwise.

Defects

j. The Recipient must notify JKTech within seven days of becoming aware of a defect in the Material. To the extent that the defect is caused by JKTech’s negligence or breach of contract, JKTech may, at its discretion, rectify the defect.

Duration of Liability

k. After the expiration of one year from the date of first providing the Material to the client, JKTech will be discharged from all liability in connection with the Material. The Recipient (and persons claiming through or under the Recipient) will not be entitled to commence any action, claim or proceeding of any kind whatsoever after that date, against JKTech (or any employee of JKTech) in connection with the Material.

Contribution

l. JKTech’s liability to the Recipient for any loss or damage, whether under the law of contract, tort, statutory duty or otherwise will be reduced to the extent that an act or omission of the Recipient, its employees or agents, or a third party to whom the Recipient has disclosed the Material, contributed to the loss or damage.

Severability

m. If any provision of this Disclaimer is illegal, void, invalid or unenforceable for any reason, all other provisions which are self-sustaining and capable of separate enforcement will, to the maximum extent permitted by law, be and continue to be valid and enforceable.
In consideration for JKTech Pty Ltd ("JKTech") providing to the client, the goods and services described in the Proposal ("the Supply"), the client will pay JKTech the fees, charges and reimbursable expenses described in the Proposal ("the Fees"). By accepting the Proposal, the client agrees to be bound by the terms and conditions outlined herein ("the Agreement"). JKTech and the client are hereinafter jointly referred to as the "Parties" and separately as a "Party".

1. VALIDITY AND TERM

a. Unless otherwise agreed by the Parties in writing or provided in the Proposal, the Proposal is valid for ninety (90) days from its date.

b. Unless otherwise agreed by the Parties in writing or provided in the Proposal, the Agreement shall commence on the date the client accepts the Proposal and expire at the completion of the Supply or termination of the Agreement by either Party for any reason ("the Term").

2. INCONSISTENCY

In the event of any inconsistency between the terms and conditions outlined herein and the Proposal, to the extent of the inconsistency, the Proposal will prevail.

3. PAYMENT

a. Unless otherwise agreed by the Parties in writing or provided in the Proposal:

i) all amounts referred to are in Australian Dollars;

ii) the client must pay all Fees within thirty (30) days of the date of invoice provided by JKTech to the client; and

iii) all payments must be made by bank draft in favour of "JKTech Pty Ltd" or by direct electronic transfer to the account provided in the Proposal.

b. JKTech will submit to the client, invoices for payment of Fees, accompanied by such information and documentation as is reasonably required to verify the invoice in accordance with the Proposal.

c. If any Fees due and payable by the client to JKTech remain unpaid after the date upon which they should have been paid, then at JKTech’s discretion, interest may be payable thereon at the rate of 18% per annum, calculated daily on overdue balances.

d. The Fees may be adjusted by JKTech if it is required to carry out additional work or if the Supply requires changes, deletions or modifications arising from:

   i) requests by the client;

   ii) the client’s site conditions that could not reasonably have been foreseen by JKTech;

   iii) a change in legislative requirements or a request or requirement of a relevant authority; or

   iv) any other change outside the reasonable control of JKTech.

4. TAXES AND EXPENSES

a. All taxes, duties, levies and freight which may be charged in connection with the Supply will be the responsibility of the client.

b. All foreign taxes payable by JKTech in connection with the Supply will be reimbursed by the client to JKTech.

Goods and Services Tax as Defined in A New Tax System (Goods and Services) Act 1999 ("GST")

c. Unless otherwise agreed by the Parties in writing or provided in the Proposal, any amount required to be paid or consideration required in connection with a supply made by JKTech to the client pursuant to the Agreement, is calculated to be exclusive of GST.

d. If GST is payable in relation to a supply made by JKTech to the client pursuant to the Agreement, the client will pay to JKTech, an additional amount equal to the GST payable on that supply.

e. The additional amounts payable pursuant to this clause 4 are due at the same time and payable in the same manner as the Fees.

5. RESPONSIBILITIES AND OBLIGATIONS OF JKTECH

During the Term, JKTech will:

a. provide the client with the Supply pursuant to the Agreement;

b. at its discretion, engage and retain suitably qualified sub-consultants and sub-contractors, if required, to carry out the Supply;

c. with due expedition and in accordance with the Agreement, provide all professional skill and advice required for carrying out the Supply;

d. comply with all directions of the client given pursuant to a provision of the Proposal;

e. unless otherwise agreed by the Parties, remain responsible for the Supply within the timeframes outlined in the Agreement; and

f. make all reasonable efforts to comply with all legislative requirements in carrying out the Supply.
6. PASSING OF RISK AND OWNERSHIP OF TITLE

a. Subject to any rights of JKTech or third parties pursuant to the Agreement, ownership of, and title in goods subject of the Supply passes to the client upon full payment of the Fees.

b. Risk in goods subject of the Supply passes to the client:
   i) upon delivery to the client or collection by the client or the client’s agent; or
   ii) passing of ownership of the goods pursuant to subclause (a) above,
       whichever occurs first.

7. RESPONSIBILITIES AND OBLIGATIONS OF THE CLIENT

a. The client will
   i) pay JKTech the Fees in accordance with the Agreement;
   ii) provide JKTech with relevant documents, specifications, patterns and other information in the possession or control of the client, sufficient to enable JKTech to carry out the Supply;
   iii) bear the cost of all fees and charges required to comply with legislative requirements incurred, including fees and charges incurred by JKTech in connection with the Supply; and
   iv) obtain all necessary consents, permits, authorisations and/or approvals prior to the commencement of work pursuant to the Agreement and ensure that they remain valid and in effect at all relevant times.

The Client’s Site Obligations

b. Where it is in control or has management of a site at which the Supply is being carried out, the client must:
   i) at its expense, ensure that the key personnel as set out in the Proposal, and any other person designated by JKTech completes any induction or training program (including but not limited to any necessary health checks) applicable to the site prior to commencing any work in connection with the Supply;
   ii) make JKTech and the key personnel as set out in the Proposal aware of all specific safety requirements at the site;
   iii) implement and maintain a system to manage occupational health and safety risks with respect to contractors, sub-contractors and persons who may attend the site; and
   iv) ensure that its employees and contractors follow safe work procedures and practices at all times and take reasonable care for their own safety and anyone else who may be affected by anything that they do or fail to do at the site in connection with the Supply.

8. INTELLECTUAL PROPERTY

a. Definitions
   i) Background Intellectual Property means all intellectual property in existence at the date on which the client accepts the Proposal, or which comes into existence otherwise than in connection with the Supply (including but not limited to all intellectual property in connection with any patent, registered design, trademark or name, copyright or other protected right) and without limiting the generality of this clause, JKTech’s Background Intellectual Property includes: non-destructive testing methods; techniques and procedures; inspection methods; metallurgical and mechanical testing methods; integrity engineering programs, software and any of JKTech’s other methods, techniques and procedures utilised by JKTech in connection with the Supply; and any amendments or improvements to the above.
   ii) Foreground Intellectual Property means the intellectual property created in connection with the Supply.

b. The Parties each retain ownership of their Background Intellectual Property.

c. Ownership of all Foreground Intellectual Property vests on its creation in JKTech.

Intellectual Property Licence

d. JKTech grants to the client a personal, non-transferable, non-exclusive, world-wide, fee-free licence, to use the:
   i) Background Intellectual Property, for the sole purpose of the provision of the Supply and only to the extent necessary to obtain the benefit of the Supply; and
   ii) Foreground Intellectual Property for the sole purpose of the provision of the Supply and only to the extent necessary to obtain the benefit of the Supply.

e. The licences granted in subclause (d) will terminate immediately if:
   i) the Agreement is terminated by either Party for any reason; or
   ii) JKTech’s licence to use the intellectual property pursuant to the Agreement is revoked.
Standard Terms and Conditions for Provision of Goods and Services

Release to Third Parties

f. Subject to the Agreement, and unless otherwise agreed by the Parties in writing or provided in the Proposal, the client must not make available to another person, any intellectual property that is owned by JKTech, without obtaining the written consent of JKTech and if required by JKTech, obtaining from that third party a deed of confidentiality.

g. This clause 8 shall survive the expiration of this Agreement or termination of the Agreement by either Party for any reason.

9. CONFIDENTIALITY

a. For the purposes of the Agreement, Confidential Information means:

i) information about the business, customers, services and products of a Party;

ii) the negotiation of and terms of this Agreement; and

iii) intellectual property of any kind belonging to a party including the right to apply for registration of intellectual property

but excludes information which is in the public domain other than through a breach of this Agreement.

b. Each Party must not disclose any Confidential Information in connection with:

i) the Proposal; or

ii) the Agreement.

c. Each Party must not disclose any Confidential Information received from the other Party in connection with the Supply, or make any use of the other Party’s Confidential Information other than for the purpose of the Agreement.

d. Each Party may disclose Confidential Information to its employees who need to receive the information for the purpose of the Supply and who have agreed not to disclose such Confidential Information.

e. The confidentiality obligations in this clause 9 do not apply to any information which:

i) subsequently becomes available to the general public other than through a breach by the receiving Party;

ii) is already known to the receiving Party before disclosure by the disclosing Party;

iii) is developed through the independent documented efforts of the receiving Party;

iv) the receiving Party rightfully receives from a third party without restrictions as to use; or

v) is required to be disclosed pursuant to an order or requirement by a court or other government body.

f. This clause 9 shall survive expiration of the Agreement or termination of the Agreement by either Party for any reason.

10. TERMINATION

a. The Agreement may be terminated:

i) immediately by mutual agreement in writing by the Parties;

ii) by either Party giving the other Party written notice of a breach of a material term of the Agreement and the other Party failing to remedy the breach within thirty (30) days of receipt of such notice; or

iii) immediately if an Insolvency Event occurs in respect of the other Party.

b. If the Agreement is terminated pursuant to this clause 10 the client must pay JKTech the fees and expenses reasonably incurred by JKTech in carrying out the Supply to the date of termination together with any costs and expenses reasonably incurred by JKTech by reason of the termination.

11. “INSOLVENCY EVENT” MEANS

a. a "controller" (as defined in section 9 of the Corporations Act 2001 (Cwlth)), manager, trustee, administrator, interim receiver, receiver, official assignee or similar officer is appointed in respect of a person or any asset of a person;

b. a liquidator or provisional liquidator is appointed in respect of a corporation or a company;

c. any application (not being an application withdrawn or dismissed within seven (7) days) is made to a court (or a relevant tribunal, forum or other authority) for an order, or an order is made, or a meeting is convened, or a resolution is passed, for the purpose of:

i) appointing a person referred to in paragraphs (i) or ii);

ii) winding up a corporation; or

iii) proposing or implementing a scheme of arrangement;

d. any event or conduct which would enable a court (or a relevant tribunal, forum or other authority) to grant a petition, or an order is made, for the bankruptcy or insolvency of an individual or his/her estate under any
insolvency provision or for the insolvency of any corporation or company;

e. a moratorium of any debts of a person, a personal insolvency Agreement or any other assignment, composition or arrangement (formal or informal) with a person's creditors or any similar proceeding or arrangement by which the assets of a person are subjected conditionally or unconditionally to the control of that person's creditors or a trustee, is ordered, declared or agreed to, or is applied for and the application is not withdrawn or dismissed within seven (7) days;

f. a person becomes, admits in writing that it is, is declared to be, or is deemed under any applicable law to be, insolvent or unable to pay its debts; or

g. any writ of execution, garnishee order, mareva injunction or similar order, attachment, distress or other process is made, levied or issued against or in relation to any asset of a person.

12. FORCE MAJEURE

a. "Force Majeure Event" means a circumstance beyond the reasonable control of the party which occurs without default or negligence of the party affected and, without limiting to the generality of this, includes:

b. civil disturbance or commotion, general strikes, acts of God, war blockage, revolution, riot, terrorism, fire, earthquake, floods, storm, tempest or other natural calamity; and

c. failure of public services, absence of transport facilities, absence of raw material supplies, plant breakdown or failure of plant to perform to expected specifications beyond the reasonable control of the party affected:

BUT

i) a circumstance which a party's failure to meet its obligations to make payments under this Agreement will not be a Force Majeure Event unless the circumstance is caused by an impediment in or affecting the Australian banking system; and

ii) industrial unrest or actions specifically involving the party's workforce does not constitute a Force Majeure Event.

d. The obligations of a Party will be suspended during the time and to the extent that that Party is prevented from or delayed in complying with the obligation by a Force Majeure Event.

e. The suspension referred to in paragraph d will not extend the Term.

f. If suspension as a result of a Force Majeure Event continues for a period of not less than sixty (60) days then either Party may terminate this Agreement by giving fourteen (14) days written notice to the other Party

g. A Party affected by a Force Majeure Event must:

i) immediately after being affected give written notice to the other Party setting out full particulars of the Force Majeure Event; and the manner in which any estimated time for which its performance is prevented or delayed;

ii) use reasonable endeavours to remove or mitigate the effect of the Force Majeure Event at the earliest possible time provided that a Party will not be obliged to settle a strike, lockout or other labour difficulty; and

iii) upon becoming aware of the cessation of the Force Majeure Event notify the other Party immediately of that fact in writing.

h. A Force Majeure Event will not relieve a Party from meeting its obligations under any disaster, recovery or business continuity plans under this Agreement.

13. LIABILITY

Limit of Liability

a. JKTech’s liability to the client in connection with the performance or non-performance of the Supply, whether under the law of contract, tort, statutory duty or otherwise, will be limited to:

i) $100,000.00;

ii) the repair of goods or re-providing of services subject of the Supply; or

iii) the payment of the reasonable cost of the repair of goods or provision of services subject of the Supply, whichever is the lesser.

Exclusion of Consequential Loss

b. Notwithstanding any other provision of the Agreement, JKTech will not be liable to the client or any party engaged by the client, for any consequential, special or indirect loss, including but not limited to:-

i) loss of revenue;

ii) loss of profits;

iii) business interruption; or

iv) loss of opportunity,
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whether under the law of contract, tort, statutory duty or otherwise, suffered or incurred by the client in connection with the Agreement.

Defects

c. The client must notify JKTech within seven (7) days of becoming aware of a defect in the Supply. To the extent that the defect is caused by JKTech’s negligence or breach of contract, JKTech may, at its discretion, rectify the defect.

Duration of Liability

d. After the expiration of one (1) year from the date of invoice in respect of the final amount claimed by JKTech under the Agreement, JKTech will be discharged from all liability for of the Supply, whether under the law of contract, tort, statutory duty or otherwise. The client (and persons claiming through or under the client) will not be entitled to commence any action, claim or proceeding of any kind whatsoever after that date, against JKTech (or any employee of JKTech) in connection with the Supply.

Contribution

e. JKTech’s liability to the client for any loss or damage, including a claim for damages for a breach of contract by JKTech will be reduced to the extent that an act or omission of the client or its employees or agents, contributed to the loss or damage.

Representation by JKTech

f. JKTech will use its best endeavours to ensure the contents of any documentation, recommendations, advice and reports produced under the Agreement are accurate at the time of providing it to the client.

Extent of Warranty by JKTech

g. JKTech does not make any representations as to any matter, fact or thing that is not expressly provided for in the Proposal.

h. JKTech does not give any warranty, nor accept any liability in relation to the contents of the documents, recommendations, advice and reports produced in connection with the Proposal, except to the extent, if any, required by law or specifically provided for in the Proposal.

i. Unless otherwise agreed, JKTech will not be liable to the client for any claims relating to advice and reports, training material, operation manuals etc in any language other than in English.

j. If apart from this clause 13 any warranty would be implied whether by law, custom or otherwise, that warranty is to the full extent permitted by law excluded.

k. In relation to the Supply, nothing in this clause 13 will be read or applied so as to purport to exclude, restrict or modify, or have the effect of excluding, restricting or modifying the application of all or any of the provisions of the Trade Practices Act 1974 (Cth) or any relevant similar applicable law which by law cannot be excluded, restricted or modified.

Warranty by the Client

l. The client warrants to JKTech that it has met all obligations that may need to be satisfied by the law of the territory in which the Supply is to be carried out.

m. The client warrants to JKTech that at the date of accepting the Proposal, no laws of the territory in which the Supply is to be carried out would prevent the Parties from performing their obligations under to the Agreement and the Agreement is enforceable under the laws of that territory.

n. The client will promptly advise JKTech in writing of any actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, charges and expenses which may be brought or claimed against the client or JKTech, in respect of which the client, its servants or agents or JKTech may become liable in connection with the Agreement.

Indemnity by the Client

o. The client indemnifies JKTech against any and all direct and consequential losses, costs, expenses, damages and liabilities (whether monetary or capable of being converted into money), suffered or incurred by JKTech in connection with the Agreement - including without limitation, all loss suffered by JKTech from any actions, suits (civil, criminal or penal), claims, demands, proceedings, losses (including losses which are not indemnified under any other policy of insurance in which JKTech has an interest), damages, compensation, sums of money, legal costs (including solicitor and client costs), charges and expenses (including increased expenditure or effort in providing the Supply), in connection with the Supply, whether under the law of contract, tort, statutory duty or otherwise.

Release by the Client

p. The client to releases, discharges and saves harmless JKTech from, and agrees that under no circumstance will JKTech be liable for any and all losses, claims, actions, demands, proceedings, liabilities, damages, amounts, costs and expenses (including any consequential loss and loss of profit) and legal costs and disbursements, arising, paid, suffered or incurred by the client in connection with:

i) the Supply;

ii) any liability for infringement of a third party’s trade secrets, proprietary or confidential information,
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JKTech Pty Ltd is the technology transfer company for the Sustainable Minerals Institute at The University of Queensland
ABN 67 096 091 619

Counterparts

d. If the Agreement consists of a number of counterparts, the counterparts taken together are said to constitute one document.

Entire Agreement

e. The Agreement represents the Parties’ entire agreement in relation to the Supply and supersedes all other offers and prior representations, communications, correspondence, agreements, statements and understandings whether oral or in writing.

Disputes

f. If a Party claims that a dispute has arisen in connection with the Agreement that Party must advise the other Party in writing as soon as is practicable.

g. Within ten (10) business days of receiving the notice referred to in subclause (f) the Senior Executive (with authority to resolve the dispute) of each Party must confer at least once to attempt to resolve the dispute.

h. If the dispute cannot be resolved within twenty five (25) business days of a Party receiving notice of a dispute, (or such further period as the Senior Executives may agree is appropriate) the parties may refer the dispute to:

i) a mediator agreed by the Parties; or

ii) failing agreement between the Parties within three business days after receipt of the notice of referral to mediation, to a mediator nominated by the Australia Commercial Dispute Centre Limited.

i. Any information or documentation disclosed by a Party in the course of or for the purpose of the mediation must be kept confidential and the mediator may not be used except in an attempt to resolve the dispute.

j. The mediator’s fees must be paid equally by the Parties and each Party must otherwise bear its own costs of mediation.

14. INSURANCE

a. For the Term of this Agreement or until otherwise terminated, JKTech will maintain,

i) product liability insurance for an amount of not less than $20 million in the aggregate;

ii) public liability insurance for an amount of not less than $20 million; and

iii) if services are being provided, professional indemnity insurance for an amount of not less than $10 million.

b. JKTech is self insured under the Workers Compensation and Rehabilitation Act 2003.

c. The insurance policies referred to in clause (a) are current and JKTech will provide Certificates of Currency to the client upon request.

15. GENERAL

Governing Law

a. The Agreement is governed by the laws of Queensland and the Parties submit to the jurisdiction of the courts of that State and the Commonwealth of Australia.

Relationship of Parties

b. The Agreement is not intended to create a partnership, joint venture or agency relationship between the Parties

Assignment

c. Subject to the terms and conditions of the Agreement, and unless otherwise agreed by JKTech in writing or provided in the Proposal, without the prior written consent the client may not assign or otherwise transfer its rights or obligations under the Agreement.

Counterparts

d. If the Agreement consists of a number of counterparts, the counterparts taken together are said to constitute one document.

Entire Agreement

e. The Agreement represents the Parties’ entire agreement in relation to the Supply and supersedes all other offers and prior representations, communications, correspondence, agreements, statements and understandings whether oral or in writing.

Disputes

f. If a Party claims that a dispute has arisen in connection with the Agreement that Party must advise the other Party in writing as soon as is practicable.

g. Within ten (10) business days of receiving the notice referred to in subclause (f) the Senior Executive (with authority to resolve the dispute) of each Party must confer at least once to attempt to resolve the dispute.

h. If the dispute cannot be resolved within twenty five (25) business days of a Party receiving notice of a dispute, (or such further period as the Senior Executives may agree is appropriate) the parties may refer the dispute to:

i) a mediator agreed by the Parties; or

ii) failing agreement between the Parties within three business days after receipt of the notice of referral to mediation, to a mediator nominated by the Australia Commercial Dispute Centre Limited.

i. Any information or documentation disclosed by a Party in the course of or for the purpose of the mediation must be kept confidential and the mediator may not be used except in an attempt to resolve the dispute.

j. The mediator’s fees must be paid equally by the Parties and each Party must otherwise bear its own costs of mediation.
16. DOCUMENTATION TO ACCOMPANY SAMPLES

All samples of origin within Australia must be accompanied by the following completed documents:

a. ‘Sample Packing List’ (attached);

b. ‘Sample Hazard Advice Form’ (attached).

All samples of origin outside Australia must be in accordance with the ‘Instructions for Transmission of Samples’ (attached), and accompanied by the following completed documents:

c. ‘Sample Packing List’ (attached);

d. ‘Sample Hazard Advice Form’ (attached); and

e. A commercial invoice on company letterhead and signed by a Company Officer, containing a statement regarding the description of the sample, including:

i) the geographical origin of the sample;

ii) from how many metres below the surface the sample was taken;

iii) whether or not the sample is likely to contain biological material; and

iv) a reference to the shipping documents, Airway Bill Number or Consignment Number.

17. EXCLUDED SAMPLES

a. Unless otherwise agreed in writing by the parties, JKTech will not process Excluded Samples. Excluded Samples are samples which:

i) are not in accordance with clause 16;

ii) are not declared to be free of hazardous materials, asbestos or asbestos related minerals;

iii) are not declared to be free of radioactive material; or

iv) are of masses exceeding the requirements specified by JKTech in the Quotation for Laboratory Services.

b. If JKTech receives an Excluded Sample, JKTech may, at its own discretion and at the Client’s expense, refuse to accept, return or dispose of the Excluded Sample.

c. Notwithstanding subclause (a) above, JKTech may, at its discretion, process the Excluded Sample if:

i) JKTech provides written notice and the Client dispatches the Excluded Sample not earlier than 14 days after JKTech provides such notice; and

ii) the Client provides an adequate description of the Excluded Sample on the Sample Hazard Form, including relevant warnings regarding the nature of the sample.

d. The Client gives JKTech permission to do all things and incur all costs necessary to return or dispose of any Excluded Samples.

18. ADDITIONAL FEES AND CHARGES

a. At JKTech’s discretion, additional fees and charges for handling, preparation, storage, return and disposal of samples may apply to Excluded Samples.

b. The Client agrees to reimburse JKTech for all costs incurred in connection with Excluded Samples, including but not limited to all costs of handling, preparation, storage, return or disposal of Excluded Samples, plus 7.5%.

c. As well as the additional costs pursuant to clause (b) above, all samples containing any radioactive material whatsoever will, at JKTech’s discretion, incur an additional fee of:

i) 5% of the cost of handling, preparation, storage and processing the sample; or

ii) the reasonable cost of supervision of work by a Radiation Safety Officer and the provision of appropriate monitoring equipment.

d. As well as the additional costs pursuant to clause (b) above, all samples containing any asbestiform material whatsoever will, at JKTech’s discretion, incur an additional fee of:

i) 25% of the cost of handling, preparation, storage and processing the sample; or

ii) the reasonable additional cost of performing the work and the provision of appropriate monitoring equipment, whichever is the greater amount.

e. JKTech will submit written claims for payment of additional costs of handling, preparation, storage, return and disposal. These additional amounts will be payable at the same times and in the same manner as the fees payable by the Client to JKTech pursuant to this Quotation.

f. If the Client does not pay the additional fees and charges as required by JKTech, JKTech will dispose of the sample at the Client’s expense.

19. SAMPLE DISPOSAL

JKTech will store the sample free of charge for three months after providing the final invoice for the test work to the Client pursuant to this Quotation. After three months of providing such invoice, JKTech will dispose of the sample.

20. SAMPLE STORAGE

a. The Client may provide JKTech with a written request within 14 days of the date of sample disposal pursuant to clause 19 requesting that the sample be stored for an extended period of time.

b. If the Client requires JKTech to store the sample for longer than the period of time in clause 19, the Client will pay JKTech a storage fee of $100.00 per pallet per month.

c. JKTech will submit written claims for payment of costs of sample storage to cover the cost of storage for three months in advance.

d. If the Client does not pay the cost of storage as required by JKTech, JKTech will immediately dispose of the sample at the Client’s expense.