

## **A. SPECIAL CONDITIONS OF SALE**

### **REMOVAL**

1. The Purchaser agrees to comply with, and to ensure that its employees, agents and contractors ("Personnel") comply with, the following removal specifications in carrying out the dismantling and removal of any Lot owned by Sandfire Resources Limited ACN 105 154 185 ("Vendor") from the Vendor's premises ("Site").
2. Entry onto the Site by the Purchaser and its Personnel is at the Purchaser's sole risk and expense. The Vendor expressly disclaims all liability in connection with the Purchaser's and its Personnel's entry onto the Site and removal of the Lots to the fullest extent permitted by law. The Purchaser indemnifies the Vendor and holds the Vendor harmless against any loss, damage, costs, claims and expenses incurred by the Vendor in connection with the Buyer's and its Personnel's entry onto the Site and removal of the Lots.
3. The Purchaser will remove the Lot in such a manner so as to ensure that no blockage or closure is caused upon any road and will organise all transport required by such removal in such a manner so as to ensure that no inconvenience is caused to The Vendor or the Auctioneers or their respective employees, contractors or agents.
4. The Purchaser will at all times and in all respects comply with the provisions of all acts of Parliament, regulations and by-laws relating to the Site or affecting the removal and transportation of the Lot and the requisitions of any competent authority having jurisdiction in such matters.
5. The Purchaser will confine its Personnel to that part of the Site where the Lot is for the time being situated, to roads and routes designated by The Vendor for entry to and exit from the Site and to any other areas permitted by The Vendor.
6. The Purchaser shall not injure or damage or cause, permit or suffer to be injured or damaged any buildings, equipment, plant, machinery, tools, materials, erections, poles, fences, pipes, bores, fixtures, fittings, appurtenances or other Lots of The Vendor, the Auctioneers or any other person on or adjacent to the Site.
7. The Purchaser will make good any breakage, defect or damage to the site or any part thereof and any facility or appurtenance or adjacent to the site occasioned by want of care, misuse or abuse on the part of the Purchaser or its Personnel or otherwise occasioned by the breach or default by the Purchaser of these conditions of Sale.
8. The Purchaser acknowledges that the environmental impact of the activities of the Purchaser and its Personnel in removing the Lot from Site is of importance to The Vendor and the Purchaser shall ensure that the removal is performed strictly in accordance with The Vendor's environmental policy and with all relevant acts, regulations, by-laws and the like.
9. The Purchaser will comply and will ensure its Personnel will comply at all times with the Vendor's policies and procedures as amended from time to time and any lawful direction of the Vendor in respect of the Site.
10. The Purchaser will do all things reasonably required by the Vendor to assist the Vendor to comply with its obligations under work health and safety regulations and any conditions attaching to its mining tenements and environmental licenses and all other applicable laws.
11. If requested by the Vendor, the Purchaser will at its own cost procure insurance coverage to the reasonable satisfaction of the Vendor in respect of any liability (whether to the Vendor or

otherwise) arising out of the removal of a Lot from the Site prior to the commencement of any removal work and produce to the Vendor evidence of such insurance coverage.

**GENERAL**

12. No variation or amendment to any of these Conditions shall be effective unless made expressly in writing signed by the Purchaser and either the Auctioneer or a duly authorised representative of The Vendor.
13. No waiver of any of the Sale Conditions shall be effective unless made in writing and signed by the Purchaser and a duly authorised representative of The Vendor.
14. These Conditions shall be constructed and take effect in accordance with the laws of Western Australia.

## **B. SPECIAL CONDITIONS – REMOVAL OF FIXED PLANT AND BULK MATERIALS**

### **Removal**

15. In addition to the provisions of Section A the following provisions shall apply to the removal of fixed plant and bulk materials.
16. The Purchaser shall not commence the removal of any item of fixed plant until The Vendor has approved the removal. The Vendor may, acting reasonably, attach conditions to approval of the removal.
17. The Vendor may require the Purchaser to cease all removal works at any time.
18. The Purchaser will remove the Lot in a proper and workmanlike manner according to approved practices. The Purchaser will not be obliged to remove the concrete floor, slabs, footings or foundations of the Lot it has purchased.
19. The Vendor may require the Purchaser to submit a written plan prior to commencing the removal works which details how the Purchaser plans to effect the removal.
20. The Purchaser will notify the relevant authorities of the removal of the Lot from the Site prior to the commencement of the dismantling and removal of the Lot.
21. The Purchaser will be responsible for and shall arrange for all services to the Lot such as water, sewerage and telephone to be disconnected and made safe, capped off and otherwise dealt with at the Purchaser's cost in accordance with the requirements of the relevant statutory or other authority responsible for the provisions of such services.
22. The Vendor will be responsible for the disconnection of the power supply from the Lot or Lots and the Purchaser shall not commence dismantling or removing any Lot until it has received a disconnection notice from The Vendor stating that electrical power to that Lot has been disconnected.
23. The Vendor may from time to time make other reasonable rules (not being inconsistent with these Conditions) for the safety, security, control, care and cleanliness of the Site and for the preservation of good order and conduct thereon. The Vendor will notify the Purchaser of the making of any such rules and of any addition, amendment or modification thereto. Such rules and any additions, amendment or modifications will take effect from the date upon which such notice is given to the Purchaser and will have effect and remain in force as though they were incorporated into these Conditions.

### **Purchaser's Personnel**

24. The Purchaser will be required to provide The Vendor with such details of its Personnel to be engaged by it in respect of the Lot as The Vendor may request and to provide The Vendor with full details of its Personnel's movements both to and from Site. No Personnel shall be used by the Purchaser without the prior written approval of The Vendor.
25. The purchaser will ensure, at its own expense, that all Personnel have attended the Vendor's safety training induction program prior to commencing work on site.
26. No work is to commence until clearance is given by The Vendor and all work must be conducted to the satisfaction of The Vendor. Normal working hours for the removal of items of plant will be 6.00am to 6.00pm. These hours may be varied only with the express written approval of The Vendor.
27. The Purchaser will provide to The Vendor a written report containing the names of its Personnel and their hours of work on Site on a weekly basis.

28. Any Personnel who persist in refusing to work safely or to wear safety equipment and clothing after having been warned to do so shall be deemed to be guilty of misconduct and The Vendor may order such person to attend or re-attend The Vendor safety training induction program at the Purchaser's expense or to be removed forthwith from site. Should The Vendor request the removal of any Personnel the Purchaser must comply.
29. The Purchaser must report all accidents and incidents to The Vendor. The Purchaser shall assume full responsibility for providing such information to The Vendor at such times as may be necessary for it to make all notifications required under statutory requirements.
30. The Purchaser acknowledges that alcohol is strictly prohibited on site.
31. The Purchaser shall clean and maintain the site in a tidy condition and shall remove all rubbish as it accumulates and as directed by The Vendor from time to time.
32. Only material approved by The Vendor may be disposed of in The Vendor's refuse areas and such approval will not be provided for material able to be sold as scrap.

#### **Asbestos**

33. The Purchaser expressly acknowledges that the Lot purchased by it may contain asbestos products. Without limiting the generality of clause 3 the Purchaser shall, and shall ensure that its Personnel at all times during the removal and transportation of the Lot:
  - comply with the procedures and requirements contained in "A Guide for Safe Removal of Asbestos Cement Building Products" published by the Department of Occupational Health, Safety and Welfare;
  - comply with the provisions of the Occupational Health, Safety and Welfare Act 1994, including without limitation sections 19 and (b) of the Act; and
  - comply with the provisions of the Health Act 1991 and the Health (Asbestos) Regulations 1992.

The purchaser further acknowledges that the asbestos products that may be contained in the Lot as purchased by the Purchaser are potentially hazardous and may cause asbestos related diseases. The Purchaser shall indemnify The Vendor and the auctioneer against any liability to the Purchaser, its Personnel and any person claiming by or through the Purchaser or its Personnel or any third party for any losses, costs, claims, damages, expenses, proceedings, death or personal injury sustained, arising from, caused or contributed to by any asbestos related products contained in or upon the Site or any Lot purchased or as a result of such parties dismantling or entering upon or being in proximity of the Site and removing the Lot and whether or not the same arises directly or indirectly as a result of any act, omission neglect, default or negligence by The Vendor or the Auctioneer. Nothing contained in this clause shall exclude, restrict or modify the operation or effect of any terms compulsorily implied into these Conditions by virtue of any legislation.

#### **Environmental Protection**

34. The Purchaser shall not cause or permit damage or injury to any trees, vegetation or fauna except to those trees and vegetation which it is essential to remove for the performance of the removal. Approval must be obtained from The Vendor before any other tree or plant can be removed, destroyed or damaged.
35. The Purchaser shall not permit without the approval of The Vendor:
  - fires of any type to be started;
  - excavations to be dug or cut;
  - vehicles to be driven off roads;
  - solid and liquid waste to be disposed of in other than prescribed areas;
  - firearms or other items constituting offensive weapons to be brought on Site; or
  - dogs, cats or other animals to be brought on Site.

36. The Purchaser shall accept full responsibility for any pollutant or waste material of whatsoever nature including any saline water spillage, motor oil, lubricant, fuel point, solvent, garbage, materials, equipment or other items dumped, spilled or leaked from any container, vessel or other equipment of the Purchaser or its Personnel. Motor oil lubricants will not be permitted to be disposed of on Site and must be transported to a destination that will be advised to the Purchaser.
37. Where no specific instructions are given by The Vendor with regard to rehabilitation the following procedures shall apply:
- all rubble, building material or any form of rubbish shall be removed from the Site to a nominated disposal area;
  - drainage channels are not to be disturbed without prior consultation with The Vendor.
  - Rubbish and derelict mining equipment must be removed to or buried in a nominated location.
38. If the Purchaser fails to comply with any obligation imposed on it by any clauses The Vendor may, after giving notice in writing the Purchaser, have the work of cleaning and tidying up carried out by other persons and the cost incurred by The Vendor in having such work carried out may be recovered by The Vendor as a debt due to it by the Purchaser.

### **Insurance**

39. The Purchaser shall, prior to the commencement of any removal work, at its own cost procure insurance cover, and keep insured, and produce to The Vendor evidence to the reasonable satisfaction of The Vendor that it has procured insurance coverage in respect of any liability (whether to The Vendor or otherwise) arising out of the removal of a Lot from the Site. Such insurance cover shall include:
- Workers' Compensation— in the names of The Vendor and the Purchaser to cover statutory and common law claims and liabilities arising out of, or caused by or related to, work related injuries, death or incapacities of any person employed or engaged by the Purchaser for removal of a lot from the Site, including:
    - For any employees or contractors living outside of Western Australia the insurance must:
      - comply with all statutory requirements including providing any compulsory statutory workers' compensation benefits; and
      - provide common law liability in accordance with the legislation in the State of Australia or country in which the employees are employed.
    - For any employees or contractors living in Western Australia the insurance must:
      - comply with all statutory requirements including providing any compulsory statutory workers' compensation benefits;
      - provide common law liability to a limit of not less than \$50 million in relation to any one occurrence and unlimited as to the number of occurrences;
      - include the Vendor as an insured Principal and be extended to indemnify the Vendor as Principal for such claims; and
      - provide a waiver of subrogation in favour of the Vendor as Principal;
  - Industrial Disease Insurance – The Purchaser must effect and maintain Industrial Disease Insurance in accordance with the provisions of the Workers Compensation and Injury Management Act 1981 (WA) and the Industrial Disease Workers Compensation policy provided by the Insurance Commission of Western Australia for work performed on mine sites in Western Australia.
  - Public and Products Liability Insurance covering liability relating to death, bodily injury, loss of property and damage to property – in the names of The Vendor, the Purchaser and the Purchaser's contractors and their respective employees with a sum insured of not less than \$20,000,000 per occurrence and such insurance:
    - must include a Principal's indemnity extension indemnifying the Vendor as Principal with respect to liability incurred by The Vendor as a result of the acts or omissions of the Purchaser;
    - must include a cross liability clause which confirms insurers accept the term "Insured" as applying to each of the parties constituting the insured as if a separate policy of insurance had been issued to each of them (subject always to

- the overall limit of liability not being increased) and that a failure by any insured party to observe and fulfil the terms and conditions of the policy will not prejudice the rights of any other insured party to claim under the policy; and
- (where applicable) provide an indemnity for the use of unregistered mobile plant and equipment;
  - Equipment and Lots – The Purchaser must effect and maintain insurance in respect of the Lots and all plant, equipment and other property owned, operated or controlled by the Purchaser or for which the Purchaser is responsible or which it brings to or uses on the Site for the purpose of removal of the Lots, for an amount of not less than its market value and in the case of the Lots, not less than the price for the Lot (unless otherwise insured to the satisfaction of the Vendor).
  - Motor Vehicle Insurance – in the items of the Lot (including third party, personal injury and property damage insurance) and in respect of any motor vehicles brought by or on behalf of the Purchaser onto the Site, the Purchaser must ensure that items licensed as motor vehicles, or which are required to be so licensed, are kept licensed in accordance with any laws, and insured against Third Party Claims under a comprehensive motor vehicle third party liability policy. The limit of liability must be not less than \$20 million in respect of any one occurrence and unlimited as to the number of occurrences. In addition, where the use of vehicles is required to be insured by virtue of any act or ordinance relating to the use of such vehicles, the Purchaser must ensure full compliance with such requirements;
  - If the Purchaser is accessing the Vendor's aerodrome on the Site:
    - Aviation Hull and Liability Insurance – covering the full market value of the aircraft and at least \$20,000,000 third party property damage, third party personal injury and passenger liability insurance. Such insurance must include a Principal's indemnity extension indemnifying The Vendor as Principal with respect to liability incurred by the Vendor as a result of the acts or omissions of the Purchaser or its personnel and include a cross liability clause.
    - Non-Owned Aviation Liability – for any Third Party aircraft entering the Site for removal of the Lots with a liability limit of at least \$20 million in respect of each and every occurrence. Such insurance must include a Principal's indemnity extension indemnifying the Vendor as Principal with respect to liability incurred by the Vendor as a result of the acts or omissions of the Purchaser or its personnel.
  - Any other insurance which is compulsory under statute
40. The Purchaser must ensure that every subcontractor engaged by it maintains insurance in the same manner as the Purchaser is required to under this agreement.
41. The effecting and keeping in force of insurances as required by this agreement will not in any way limit the responsibilities, obligations and liabilities of the Purchaser under any other provisions of this agreement.
42. The Purchaser will not commit any act or omission which may result in any insurance policy becoming void or voidable or which may result in the insurer refusing liability under the policy.
43. The Purchaser will notify the Vendor promptly of any claim, or circumstance which may lead to a claim, under any insurance policy effected in accordance with this agreement.
44. The Purchaser indemnifies the Vendor from and against any liabilities suffered or incurred by The Vendor arising from, or in connection with, a breach by the Purchaser of the insurance requirements in this agreement.

### **Security Deposit**

45. The Auctioneer or The Vendor may require the Purchaser to provide a security deposit for an amount determined by the Auctioneer or The Vendor for the demobilisation/removal of any building or structure. If required:
- The security deposit must be by way of a bank guarantee or as otherwise agreed by the Purchaser and the Auctioneer or The Vendor; and
  - The Purchaser cannot commence that demobilisation/removal until the Auctioneer or The Vendor receives the security deposit.

The Vendor and the Purchaser agree to the special conditions in Sections A and B above.

**EXECUTED** for and on behalf of the **Purchaser** by its authorised representative:

**EXECUTED** for and on behalf of the **Vendor** by its authorised representative:

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Authorised Representative

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Authorised Representative

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