

The Parties Agree:**Part 1****Definitions and Interpretation**

1.1 In these Conditions:

“Completion” means completion of the Work in accordance with Part 6.

“Completion Date(s)” means the date(s) by which the Works are to be completed in accordance with the Contract.

“Conditions” mean these Conditions which are incorporated into the terms of the Contract.

“Contract” means the contract resulting from acceptance of the Order by the Contractor.

“Contractor” means the person to whom the Order is addressed.

“Equipment” means any equipment which is the subject of repair and/or maintenance work described in the Order.

“Goods” means all parts, materials, supplies, plant, equipment, machinery, and the like to be provided by the Contractor pursuant to the Contract and in respect of which it is intended that property will pass to Tronox under the Contract.

“Order” means the order made by Tronox to the Contractor on the front side of these Conditions and all documents hereto or incorporated herein by express reference.

“Price” means, if a lump sum price is specified in the Order, that price.

“PPS Law” means:

- (a) the PPSA;
- (b) any regulations made at any time under the PPSA;
- (c) any provision of the PPSA or regulations made at any time under the PPSA;
- (d) any amendment to any of the above, made at any time; or
- (e) any amendment made at any time to the *Corporations Act 2001* (Cth) or any other legislation as a consequence of the PPSA.

“PPSA” means the *Personal Property Securities Act 2009* (Cth).

“Rates” means, if rates for various components of the Works are specified in the Order, those rates.

“Site” means the place at which the property which is to be the subject of repair and/or maintenance is situated.

“Tronox” means Tronox Management Pty Ltd, ACN 009 343 364 a company incorporated in Australia, of Lot 22 Mason Road, Kwinana Beach, Western Australia 6167.

“Works” means all works and services to be carried out by the Contractor under the Contract.

Part 2**Contract**

2.1 The Contract between Tronox and the Contractor shall be established upon acceptance of the Order by the Contractor. Acceptance may be effected by a written or verbal acceptance, by conduct or by

performance. Tronox may cancel the Order absolutely at any time prior to receiving Contractor's acceptance of the Order.

2.2 Acceptance of the Order by the Contractor constitutes an acceptance of these Conditions. Any qualification to Contractor's acceptance is void and of no force or effect unless:

- (a) agreed to in writing by Tronox as a variation to the Order; or
- (b) the qualification is the provision by the Contractor of a warranty that exceeds the requirements hereof.

2.3 The Contract constitutes the entire agreement between the parties and supersedes all previous negotiations and communications.

2.4 The Contract may only be varied by written agreement between the parties signed by both Tronox and the Contractor.

Part 3**Works**

3.1 The Contractor shall carry out and complete the Works, strictly in accordance with the Contract.

3.2 The Works comprise repair and/or maintenance work described in the Order. The Works include the carrying out of all works and services and the supply of all Goods as are necessary, incidental ancillary to carrying out the Works as described in the Order, or to achieving the purpose and intent of the Works as described.

3.3 The Contractor shall supply detailed information of Works carried out and parts replaced. All necessary test certificates and Tronox Works sheets must be completed with the Works and forwarded to the Tronox Contract Representative specified in the Order.

Part 4**Prices or Rates**

4.1 The Prices or Rates stated in the Order constitute the sole consideration payable to the Contractor under the Contract. The Prices or Rates specified are deemed to include the cost of the whole of the Works and all other things done or required to be done by the Contractor under the Contract, regardless of the difficulty encountered by the contractor in carrying out the Works.

4.2 The Prices or Rates stated in the Order are fixed, may not be increased and may only be varied by written prior agreement between the parties.

Part 5**Commencement and Duration**

5.1 The Contractor shall commence the Works by not later than the date specified in the Order or, if no date is specified, by such date as Tronox may reasonably require. Tronox may require the Contractor to commence immediately upon acceptance of the Order.

5.2 The Contractor shall proceed diligently with the Works, and shall comply with any schedule for the Works reasonably required by Tronox.

5.3 The Contractor shall complete the Works by the date specified in the Order or, if no such date as specified, by such date as Tronox may reasonably require.

5.4 Time is of the essence in respect of the Works.

5.5 Should it become apparent to the Contractor that the Completion Date(s) will not be met the Contractor must immediately notify Tronox.

Part 6 Completion

6.1 The Works shall be deemed not to have reached Completion until all of the requirements of the Contract have been complied with, Tronox has inspected the Works and is satisfied with the Works.

6.2 On Completion of the Works, the Contractor must promptly return to Tronox any property owned by Tronox that the Contractor has in its possession.

6.3 The Contractor shall carry out such tests upon the Equipment as Tronox may reasonably require in order to demonstrate that the Works have been completed in accordance with the Contract and that the requirements of the Works have been satisfied in all respects.

6.4 The Contractor hereby guarantees to Tronox for a period of 12 months following the Completion Date unless otherwise specified. Tronox shall notify the Contractor of any defects or deficiencies in the Works or Goods occurring or arising during the guarantee period. The Contractor shall, within 21 days after the service of such notification, replace and/or rectify the defective Works or Goods at its own expense. If the Contractor fails to replace and/or rectify any Works or Goods within that period, Tronox may, at its absolute discretion, carry out such replacement or repair and the costs incurred by Tronox in connection shall be payable by the Contractor to Tronox on demand.

Part 7 Warranties

7.1 The Contractor warrants that, following completion of the Works, the Equipment shall:

- (a) be of a "as new" quality, subject to reasonable allowances for the age or usage of the equipment or part thereof;
- (b) be free from any defects in design, materials or workmanship;
- (c) be in good working order and condition;
- (d) be fit for the use and purposes intended;
- (e) comply with all relevant codes and standards in Australia.

7.2 The Contractor warrants, in respect of all Goods incorporated into the Equipment in the course of the Works:

- (a) that it has good and marketable title to the Goods and that the Goods are free from any encumbrances or liens;

(b) that the Goods are of merchantable quality and fit for the purpose intended and free of defects in materials, workmanship and design;

(c) that the Goods will be new and made from first class materials by first class workmanship;

(d) that the Goods have been manufactured and are supplied strictly in accordance with any manufacturing drawings, specifications or description of the Goods supplied to Contractor by Tronox.

Part 8 Inspection

8.1 Tronox may, at any time, either at the Site or at Contractor's premises make such inspections and tests as may be necessary to ensure that the Works and the Goods are in compliance with the Contract. The Contractor must render all necessary assistance with such inspections and tests. Any such inspections and/or tests will not relieve the Contractor from full and entire responsibility for the performance of its obligations in accordance with the Contract.

Part 9 Defective Works or Goods

9.1 In these Conditions "defective" Goods or Works are Goods and Works which are not in all respects to the standard, quality or finish required or which are damaged or defective in materials or workmanship or which otherwise for any reason are not in accordance with the requirements of the Contract:

9.2 Tronox will be the sole judge as to whether Goods or Works are defective.

9.3 Tronox may, at its absolute discretion, retain and correct any defective Goods or Works. Contractor must reimburse Tronox for expenses incurred in correcting defective Goods or Works.

9.4 Tronox may, at its absolute discretion, reject any defective Goods or Works. Rejected Goods or Works may be returned by Tronox to the Contractor at the Contractor's risk and the Contractor will be liable for all packing, handling and transportation expenses so incurred. The Contractor will reimburse Tronox for any amounts paid by Tronox on account of the purchase price for rejected Goods and Works.

9.5 Tronox may require the Contractor, at its own cost and expense, to either replace or repair and make good any defective Goods or Works. Should the Contractor fail to remedy any defects within 15 days of notification from Tronox of the requirement to do so, Tronox may thereafter remedy the defects and the Contractor shall pay to Tronox all costs incurred.

9.6 Any action taken by Tronox under this Part will be without prejudice to any other of Tronox's rights against the Contractor for breach of the Contract.

Part 10 Costs and Expenses

10.1 The Contractor shall pay all costs and expenses of whatsoever nature incurred by the Contractor in the

course of or in connection with the Works or the Contract.

10.2 If Contractor commits any breach of or non-compliance with any of the terms of the Contract, then Tronox may do all such acts and things as may be necessary to remedy the breach or non-compliance. Any costs, expenses or liabilities incurred by Tronox in so doing shall be paid by the Contractor on demand.

Part 11

Invoice and Payment

11.1 If the Contract has Rates which are intended to apply on an ongoing basis and if the Works extend for more than one (1) calendar month in duration, the Contractor may invoice Tronox at the end of each month for Works carried out during the month.

11.2 Invoices must be in a form approved by Tronox, must show the Order number and must be accompanied by a signed copy of the delivery docket. All necessary supporting and substantiating documentation must be submitted with the invoice.

11.3 Unless the Order otherwise specifically provides, payment must be made by Tronox within thirty (30) days from the end of the month of receipt of the Contractor's invoice, provided that the Works the subject of the invoice, have been approved by Tronox and nothing including the amount of the invoice, is in dispute. In the event of a dispute, Tronox will not be liable to make payment until the dispute is resolved.

11.4 Tronox reserves the right to withhold payment until the Works the subject of the invoice have been tested and accepted by Tronox.

11.5 In the event of any claim by Tronox against the Contractor, Tronox may withhold payment until that claim is resolved.

11.6 In the event of any claim arising in favour of Tronox or against Contractor, Tronox may set-off the amount of such claim against any moneys payable to Contractor under the Contract.

Part 12

Termination

12.1 Tronox may, at any time, immediately terminate the Contract by notice to the Contractor without having to give any reason. Upon receipt of notice of termination, the Contractor must cease manufacture, supply or work in accordance with and to the extent specified in the notice and will immediately do everything possible to mitigate any costs incurred by it from such termination.

12.2 Tronox may immediately terminate the engagement of the Contractor absolutely by notice to the Contractor in the event that:

- (a) the Contractor becomes insolvent or Tronox has reasonable grounds to consider that Contractor has become insolvent;
- (b) insolvency, winding up, receivership or bankruptcy proceedings are commenced in respect of the Contractor; or

(c) the Contractor defaults in the performance of the Contract for any reason whatsoever.

12.3 Termination shall be without prejudice to any rights of Tronox under the Contract or otherwise in respect of any default by the Contractor under the Contract.

Part 13

Consequences of Termination

13.1 Upon expiry or termination of the Contract or the engagement of the Contractor for any reason whatsoever:

(a) Tronox shall, subject to Tronox's right of set-off under the Contract, pay the Contractor any monies to which the Contractor has become entitled under the Contract at the date of termination;

(b) title to any Goods and any ordered materials and other items paid for by Tronox will pass to Tronox but the risk therein will remain with the Contractor until delivery to Tronox. The Contractor shall arrange for delivery of such items to Tronox within 3 days after termination;

(c) the Contractor shall delivery to Tronox all books and records maintained or required to be maintained by the Contractor under the Contract; and

(d) the Contractor shall at the request of Tronox give to Tronox any explanation in relation to the Works that Tronox may require.

Part 14

General Obligations of the Contractor

14.1 The Works shall be performed in a good, proper and workmanlike manner, in a diligent and efficient manner and in accordance with good and accepted industry practices.

14.2 The Contractor shall supply all labour, tools, equipment and materials necessary to complete the work.

14.3 The Contractor shall not impede or interfere with other work in progress.

14.4 The Contractor, its servants, agents and sub-contractors shall comply with the safety regulations of Tronox and with the reasonable directions and orders of Tronox and shall comply with all relevant laws and regulations concerning safety.

14.5 The Contractor shall be responsible for transportation of all of Contractor's labour and equipment, to and from the site.

14.6 The Contractor shall ensure that all of Contractor's personnel have the qualifications and experience necessary to enable them to perform the Works in accordance with the Contract.

14.7 The Contractor shall ensure that all of Contractor's equipment is in good working order and entirely suitable for use in connection with the Works. The Contractor shall ensure ready access to replacement equipment or spare parts.

14.8 The Contractor shall ensure that all rubbish left by the Contractor is cleaned up at the end of each day.

14.9 The Contractor shall conform with the provisions of all laws (Federal, State or Municipal) in any way affecting or applicable to the Works and must obtain all permits, licences and give all notices required to be given and must pay all fees, deposits and taxes in connection therewith.

14.10 The Contractor shall ensure that the Contractor's personnel comply with directions of Tronox and its authorised personnel in and around the Site.

14.11 The Contractor shall comply with all relevant industrial awards and all laws and regulations concerning employee benefits.

Part 15 Indemnity

15.1 The Contractor enters onto the Site and performs all Works under the Contract at its own risk.

15.2 The Contractor will be solely liable for and shall indemnify Tronox and all their directors, officers, employees and agents (collectively the "Indemnitees") against any liability, loss, damages, claim, suit, action demand, expense or proceedings of whatsoever nature whether arising under any statute or at equity or common law in respect of:

- (a) loss or destruction of, or injury or damage to, or loss of any property, whether real or personal;
- (b) any personal injury to or death of any person;
- (c) any claim for the infringement of any proprietary rights (including, but not limited to, copyright, trademark patents, designs or other intellectual property),

arising out of or in the course of or caused by the performance of the Contract whether or not the same is due to the negligence, omission or default of the Contractor, its servants or agents and regardless of any negligence of the Indemnitees.

15.3 The Contractor shall indemnify Tronox against any loss or damage suffered by the Indemnitees as a result of any failure by the Contractor to comply with the terms of the Contract for any reason.

15.4 The Contractor shall indemnify Tronox against any loss or damage to property of the Indemnitees arising in the course of or in connection with the carrying out of the Works or arising by reason or any act, omission or default on the part of the Contractor.

15.5 The indemnities set out above shall apply to all work performed and obligations undertaken pursuant to the Contract, regardless of whether the work is being carried out at the Site or elsewhere.

15.6 If the Contractor removes any of Tronox's property from the Site for the purposes of the Works, then such property shall be at the sole risk of the Contractor while in transit to and from the Site and while off the Site. The Contractor shall indemnify Tronox in respect of any damage occurring to such property while the property is at the Contractor's risk.

15.7 None of the above indemnities shall limit any other indemnity under the Contract.

Part 16

Insurance

16.1 Where the Contractor removes any of Tronox's property from the Site for the purposes of the Works, the Contractor shall arrange adequate insurance for 100% of the delivered value which includes but is not restricted to cost, insurance, freight, packing (including any container) and customs and all other duties, clearances and delivery charges that may be payable. Such insurance shall be in place before the property is moved or handles for the purposes of removal and shall remain in force while the property is in transit to and from the Site and while the property is off the Site. The insurance shall be in the joint names of the Contractor and Tronox.

16.2 The Contractor shall insure against all third party claims in respect of which the Contractor is required to indemnify Tronox under Part 15. The insurance shall be in place prior to the Contractor commencing any work pursuant to the Contract and shall remain in force while Contractor retains any presence at the Site. The insurance shall be in the joint names of the Contractor and those persons described as the Indemnitees under Part 15.

16.3 The Contractor shall insure itself against all claims and liabilities arising whether at common law or under any workers compensation or employer's liability statute, from any accident or injury to any person employed by the Contractor or a sub-contractor or Contractor. The insurance shall be in place prior to the commencement of any work under the Contract and shall remain in force for so long as the Contractor retains any presence at the Site. The insurance shall be in the joint names of the Contractor and Tronox.

16.4 The Contractor shall require all sub-contractors of the Contractor engaged in connection with the Works to take out insurances providing the same coverage to Tronox as the insurances described above.

16.5 The Contractor shall be responsible for payment of all premiums, excesses and deductibles on all insurances required to be taken out by the Contractor under the Contract.

16.6 The Contractor shall at the request of Tronox make available for inspection copies of all insurance policies and certificates of currency in respect of the insurances required to be taken out by the Contractor.

16.7 Where insurance are required to be taken out in joint names then:-

- (a) The policy shall provide that all agreements and endorsements except limits of liability shall operate in the same manners as if there were a separate policy of insurance covering each party insured;
- (b) the policy shall provide that the insurer waives all rights of subrogation against any of the insured parties; and

- (c) a failure by any insured party to observe and fulfil the terms and conditions of the policy shall not prejudice the rights of any other insured party.

Part 17

Representatives

- 17.1 The Works shall be performed in accordance with the Contract and in accordance with any directions of the Tronox Representatives pursuant to the provisions of this Part.
- 17.2 Tronox shall appoint two representatives for the purposes of the Contract who shall be responsible for giving directions on behalf of Tronox as follows:
- (a) the Tronox Site Representative shall be responsible for giving all orders, directions and instructions concerning the day to day operations and activities of the Works, provided that they do not have authority to amend the terms and conditions of the Contract.
- (b) the Tronox Administrative Representative shall be responsible for the giving of all orders, directions and instructions concerning the contractual relationship between the parties including any variations to the terms of the Contract.
- 17.3 Directions given to the Contractor shall not bind Tronox unless they are given by one of the Tronox representatives within the scope of their authority as provided above.
- 17.4 Tronox shall give notice from time to time to the Contractor as to the identity of the Tronox Site Representative and the Tronox Administrative Representative.
- 17.5 The Contractor shall from time to time appoint a responsible person as its representative for the purpose of liaising with the Tronox representatives. Such appointee shall have full power to legally bind the Contractor in respect of all matters arising out of the Contract. The Contractor shall notify Tronox of names, addresses and telephone numbers of its appointed representatives.
- 17.6 Any direction given by Tronox representatives within the scope of his authority as provided above shall be deemed to have been given to the Contractor on behalf of Tronox and the Contractor shall comply therewith accordingly.

Part 18

PPSA

- 18.1 For the purposes of this clause 18, "Tronox Personal Property" means all personal property the subject of a security interest granted under this Agreement.
- 18.2 If Tronox determines that the Contract (or a transaction in connection with it) is or contains a security interest for the purposes of the PPS Law, the Contractor agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying

information) which Tronox asks and considers necessary for the purposes of:

- (a) ensuring that the security interest is enforceable, perfected and otherwise effective; or
- (b) enabling Tronox to apply for any registration, complete any financing statement or give any notification, in connection with the security interest so that Tronox has the priority required by it; or
- (c) enabling Tronox to exercise rights in connection with the security interest.
- 18.3 Tronox need not give any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA to be given.
- 18.4 Nothing in the Contract will be taken or construed as an agreement or consent by Tronox to:
- (a) subordinate Tronox's interest in Tronox Personal Property (or any part thereof) to any other encumbrance or interest affecting Tronox Personal Property at any time; or
- (b) delay the time when a security interest created or provided for under the Contract attaches to the relevant collateral.
- 18.5 The Contractor must notify Tronox as soon as the Contractor becomes aware of any of the following:
- (a) if any personal property which does not form part of Tronox Personal Property becomes an accession to Tronox Personal Property and is subject to a security interest in favour of a third party, that has attached at the time it becomes an accession;
- (b) if any of Tronox Personal Property is located or situated outside Australia; and
- (c) upon request by Tronox, of the present location or situation of any Tronox Personal Property.
- 18.6 The Contractor must not:
- (a) create any security interest or lien over any Tronox Personal Property whatsoever (other than security interests granted in favour of Tronox under the Contract);
- (b) sell, lease or dispose of its interest in or control or use of any Tronox Personal Property;
- (c) give possession of Tronox Personal Property to another person other than Tronox or where Tronox expressly authorises it to do so;
- (d) permit any Tronox Personal Property to become an accession to or commingled with any asset that is not part of the Works;
- (e) change its name without first notifying Tronox of the new name not less than 15 Business Days before the change takes effect;
- (f) relocate its principal place of business outside Australia or change its place of registration or incorporation;
- (g) move any Tronox Personal Property outside Australia without Tronox's consent; or
- (h) allow any other person to acquire control of any personal property forming part of Tronox Personal Property at any time.

- 18.7 The Contractor must not register any security interest against Tronox under the PPSA that may arise under this Contract
- 18.8 Everything the Contractor is required to do under this clause 18 is at the Contractor's expense. The Contractor agrees to pay or reimburse, upon demand, all costs and expenses of Tronox in connection with anything Tronox is required to do under this clause 18, including preparing, registering and maintaining any financing statement or financing change statement.
- 18.9 Neither Tronox nor the Contractor will disclose information of the kind mentioned in section 275(1) of the PPSA and the Contractor will not authorise, and will ensure that no other party authorises, the disclosure of such information.
- 18.10 Clause 18.9 does not prevent disclosure where such disclosure is required under section 275 of the PPSA because of the operation of section 275(7) of the PPSA.

Part 19

General

- 19.1 The Contractor, its servants and agents must treat all information acquired in connection with Contract as confidential and must not disclose the information to any third party without Tronox's prior written consent.
- 19.2 The terms and conditions specified in these Conditions will be incorporated by implication and conduct into all future agreements between Tronox and Contractor for the carrying out of Works by the Contractor.
- 19.3 The Contractor shall not sign, delegate, subcontract or sublet the contract (or any part thereof) or any rights therein without Tronox's prior written consent. Consent shall not relieve Contractor from full responsibility for the performance of its obligation under the Contract.
- 19.4 The Contract is governed by the laws in force in Western Australia and the parties submit to the exclusive jurisdiction of the courts of that place.
- 19.4 Notwithstanding any other clause in this Contract, the Contractor agrees that Tronox shall be entitled to novate the Contract to a related body corporate of Tronox (**New Party**) at any time and the Contractor hereby consents to such novation. In this clause 19.4, the term "related body corporate" shall have the same meaning as that in section 50 of the Corporations Act 2001 (Cth). If Tronox proposes to effect such a novation, it will provide the Contractor with a deed of novation, under which Tronox is released from all liability under this Contract and the New Party agrees to be bound by, and perform the obligations of Tronox under this Contract (**Deed**). The Contractor agrees to execute the Deed within 10 business days of receiving the Deed and do all other things reasonably necessary to effect the novation of this Contract to the New Party.

19.5 No film or digital photograph of the Works, the Goods, the Equipment or the Site shall be taken or used by the Contractor or any person engaged by the Contractor, including the Contractor's subcontractors, agents, consultants and suppliers, without prior written approval of Tronox. All negatives and prints of any photograph taken pursuant to Tronox's permission shall be the property of Tronox and shall be delivered to Tronox upon request.

15.2 Neither the Contractor nor any person engaged by the Contractor, including the Contractor's subcontractors, agents, consultants and suppliers, shall issue any press release or otherwise publicise the fact it is carrying out the Works for Tronox without prior written approval of Tronox. Any and all requests for comments, statements, interviews or any other information whatsoever in relation to Tronox, the Works, the Goods, the Equipment or the Site received from the news media or other third parties shall be referred to Tronox for response and further handling and shall not otherwise be acted upon by Contractor.