

Rössing Uranium Limited

CONDITIONS OF PURCHASE ORDER (PO)

PREAMBLE

The conditions of this order are designed to protect Rössing's interest. Rössing Uranium wants to ensure that the whole process, from Purchase to Payment, is as efficient as possible for both parties. These conditions are aimed at ensuring ease of understanding the order, delivery, goods receipt, invoicing and, payment requirements.

This order is placed as a result of negotiations with the Seller, and all the conditions are agreed to by both parties, thus forming a legally enforceable contract. If these terms are not acceptable, the related order should not be accepted and services or goods should not be supplied before getting written acceptances of changes.

DEFINITIONS

Accumulation Period means the period commencing on the first day of a calendar month and ending on the last day of that calendar month.

Delivery Date means the date by which the Goods will be delivered to the delivery point, or to the Mine, as specified on this order.

Goods means the goods or the services specified in this order, and any attachments to the order.

Payment Date means, unless otherwise specified in the related order, the fifteenth day of the second month following the end of the Accumulation Period in which the invoice is received by Rössing (for the avoidance of doubt, the term '45 days after end of Accumulation Period' when used in the related order has the same meaning as 'Payment Date').

Procurement Manager means the Procurement Manager of Rössing Uranium Limited and their delegates.

Rössing means Rössing Uranium Limited.

Seller means the company nominated as the supplier on the face of this order, which supplies the goods or services and to which payment is made.

CONDITIONS

1. **Offer and Acceptance** – This order is an offer to buy the Goods described in the order. The acceptance of this order, whether actual or implied, constitutes the acceptance of the offer and of all related terms and conditions. It would be an advantage and benefit if a formal receipt and acceptance of this order could be communicated directly to the relevant Buyer indicated on the order (preferably by e-mail or secondly by Fax.)
2. **Non-acceptance of Order** – Should the Seller not accept this order or its terms and conditions, they shall return it to Rössing within seven days of receipt with a written explanation for its rejection.
3. **Inspection** – Rössing may inspect the Goods at the Seller's premises at reasonable times before delivery or during the process of manufacture, having given the Seller reasonable notice (at least 24 hours) of intention to do an inspection.
4. **Specifications** – Goods delivered to Rössing shall be in accordance with the specifications given with this order and with generally accepted standards. Should Rössing consider that any of the Goods delivered are not in accordance with these specifications or standards, Rössing shall be entitled to cancel this order, or part of it, and to receive compensation from the Seller for all expenses incurred.

Any variation from the specifications or standards laid down in this order shall be authorised in a revised Purchase Order before being applicable.

5. **Patents and Copyright** – Should any Goods sold to Rössing be covered by any patent or copyright, the Seller will compensate Rössing for any loss incurred and damage sustained by Rössing from any resulting claim or legal action arising from the use or sale of the Goods.
6. **Patterns, Drawings and Dies** – Where applicable, a charge for patterns, drawings and dies may be accepted by Rössing on the understanding that the patterns and dies remain the property of Rössing and are used only for Rössing's requirements. Should Rössing wish to remove the patterns, drawings and dies from the Seller's safekeeping, they must be handed over to Rössing's nominee in sound and usable condition.
7. **Packing** – The Seller must pack and protect all Goods ready for despatch so that they are in accordance with all applicable laws, comply with Rössing's policies provided in writing to the Seller, and comply with first class international standards having regard to methods of transport to the delivery point and handling and to the weather conditions whilst in transit to the delivery point. The Seller shall compensate Rössing for any loss or deterioration of the goods whilst in transit from the Seller's to Rössing's premises, or place of delivery as per INCO terms, due to the packing being inadequate or inappropriate to the method of transport. Goods must be individually identified, and each consignment must be accompanied by a detailed waybill giving gross weight of containers.
8. **Delivery** – Delivery to Rössing is deemed to take place when the Goods are received at the Rössing Central Stores or as per relevant INCO Terms. Goods delivered to site must not be delivered directly to Requestors sections, workshops or offices (**NB. There may be specific exceptions to this condition such as delivery of bulk commodities etc. but special arrangements will have been made prior to order.**)

Proof of Delivery as specified on the order, should be via a **Delivery Note or Goods Receipt Advice**, duly signed by an authorised representative of Rössing Central Stores (*Invoices should not be used as a proof of delivery*).

The following example shows required information on the Delivery Note.

STANDARDS / INFORMATION REQUESTED ON DELIVERY NOTES/GOODS RECEIPTS								
Suppliers Delivery Note Number:		XXXXXX						
Rossing Purchase Order Number:		XXXXXXXXXX						
ROSSINGS P/O LINE ITEM No.	ITEM DESCRIPTION	SUPPLIERS ITEM DESCRIPTION AND/OR PART No.	ROSSING MATERIAL No.	TOTAL P/O QUANTITY	QUANTITY DELIVERED	UNIT (eg. Each; Kg; Ton; Metre)	OUTSTANDING P/O QUANTITY OF THIS LINE ITEM	SUPPLIERS INVOICE NUMBER
Same as on P/O (eg. 10; 20; 30 etc.)	If possible this description should match the description on the P/O	If applicable	If specified on the P/O - (This is for Stock Items)	For this Line Item	On this Delivery Note	Should be same as unit on P/O	This will help on reconciling progress to full delivery	If known at time of delivery
PRINTED NAME; SIGNATURE; DATE OF RECEIPT BY ROSSING REPRESENTATIVE								
THE ABOVE INFORMATION IS REQUESTED FOR EACH LINE ITEM OF EACH RELEVANT PURCHASE ORDER								

9. **Change of Ownership** – Goods are deemed to become the property of Rössing at the time of delivery to Rössing or as per INCO Terms of related Order. Goods remain at the sole risk of the Seller until delivery has taken place as per INCO Terms of related Order.
10. **Incidents Arising During Delivery** – The Seller will compensate Rössing for any loss incurred by Rössing arising from any accident, injury or damage to persons or property caused by the Seller during the delivery, inspection or installation of the goods by the Seller as per INCO Terms of related Order.
11. **Late Delivery** – Should the Seller fail to deliver the Goods by the Delivery Date, Rössing shall be entitled either:
 - (a) To cancel all or part of this order and to return to the Seller all deliveries made and to receive compensation from the Seller for all expenses incurred by Rössing as a result of the Seller's failure to deliver Goods on the Delivery Date or;
 - (b) To charge the Seller a penalty of 1% of the value of the Goods outstanding at the Delivery Date, for every week or part of a week that delivery is late, unless the penalty is varied elsewhere in this order.

However, if they are satisfied that every reasonable effort has been made by the Seller to deliver the Goods on time, and that the cause of the delay is beyond the control of the Seller, the Procurement Manager may grant an extension of the delivery period or waive the penalty.

12. **Defective Goods** – Should any Goods sold and delivered to Rössing be defective in any respect, the Seller undertakes to replace those Goods as soon as possible after being requested by Rössing to do so. The Seller will compensate Rössing for any direct loss incurred as a result of the defect.

13. **Goods not Covered by an Order** – Rössing is not responsible for Goods delivered, which are not covered by an official Purchase Order. If there is an oversupply of items identified on an order, these items will not be received and will be set aside. It is the Seller's responsibility to arrange all logistical and commercial requirements for their return.

14. **Invoicing**

- (a) The Seller shall issue a separate invoice for each purchase order within seven days of delivery of the Goods and shall send it to:

Accounts Payable
Rössing Uranium Limited
Private Bag 5005
Swakopmund
Namibia

The following example shows required information on the Invoice.

STANDARDS /INFORMATION REQUESTED ON INVOICES										
Suppliers Invoice Number:		XXXXXX	Date of Invoice:		/ /					
Rossing Purchase Order Number:		XXXXXXXXXX								
ROSSINGS P/O LINE ITEM No.	ITEM DESCRIPTION	SUPPLIERS ITEM DESCRIPTION AND/OR PART No.	ROSSING MATERIAL No.	QUANTITY DELIVERED	UNIT (eg. Each; Kg; Ton; Metre)	UNIT PRICE	TOTAL DELIVERED LINE PRICE	SUPPLIERS DELIVERY NOTE No.	TOTAL P/O QUANTITY	OUTSTANDING P/O QUANTITY OF THIS LINE ITEM
Same as on P/O (eg. 10; 20; 30 etc.)	If possible this description should match the description on the P/O)	If applicable	If specified on the P/O - (This is for Stock Items)	Relating to this Invoice and respective Delivery Note	Should be same as unit on P/O		(Unit x Qty.)	Related to the specific Item No.	For this Line Item	This will help on reconciling progress to full delivery
THIS INFORMATION IS REQUESTED FOR EACH LINE ITEM OF EACH RELEVANT PURCHASE ORDER										

It is solely the responsibility of the seller to submit original invoices directly to the address indicated above – If third parties are used or copies of invoices are used, this could lead to delays in processing payments.

- (b) Invoices which do not conform to the conditions and requirements of the order may be rejected, unless the variation has been authorised in writing by the Procurement Manager. A new invoice that matches the order will be required for rejected invoices.
- (c) Rössing will make payment of all undisputed amounts due to Seller on the Payment Date. However, if an invoice for Goods is received by Rössing before delivery of the Goods, the applicable Accumulation Period will be the period in which the Goods and all necessary supporting documents are actually delivered to Rössing or its Transport Company. The date of the Seller's invoice is not relevant to the date of payment.
- (d) If the date for payment of any monies under the order falls on either a weekend or public holiday, the payment will be due on the following business day.

15. **Compliance with Conditions** – Rössing is entitled to insist on compliance with these conditions despite any previous custom or practise.
16. **Conflict of Conditions** – Should there be any conflict between the conditions of this order and any conditions stipulated by the Seller, the conditions of this order shall prevail, unless the Seller's conditions have been accepted in writing by the Procurement Manager. In the event of any conflict between the conditions of this order and the conditions of a separate but related contract signed by both parties, then the conditions of the separate contract shall prevail.
17. **Gifts** – The Seller undertakes not to offer or give gifts or entertainment to any employee of Rössing which could influence, or be construed as being intended to influence, that employee in the performance of his duties. Any areas of doubt should be cleared with the Procurement Manager .
18. **Conflict of Interest** – The Seller undertakes to declare in writing any conflicts of interest associated with their performance of this work or delivery of goods. This includes, but is not limited to, relationships with employees that may be able to influence awarding of work and any factor that would prevent the Seller from providing appropriate attention to the fulfilment of this Order.
19. **Compliance with Laws, etc.** In supplying the Goods and Services (if any), Seller will and will ensure that its employees, agents, contractors and subcontractors ("**Personnel**") (a) comply with all applicable laws and regulations; (b) comply with Rössing's policies including "the Supplier Code of Conduct and the Business Integrity Standards or any of its Health and safety standards in the event that the Seller is required to perform work on any Rössing premises or site and report all actual, alleged or suspected noncompliance with the Rössing's Business Practices and Standards to the Buyer through the Speak-OUT program and cooperate promptly and fully with Rössing in any investigation of an alleged or suspected breach of the Rössing Business Practices and Standards; and (c) to the extent that Seller's Personnel are required to enter onto Rössing's site or property, ensure that such Personnel (i) comply with Rössing's written health, safety and environmental policies and standards provided to Seller, and (ii) are aware that they enter onto Rössing's site or property at their own risk. If Seller will perform any Services onsite under this order, it shall, at its own cost, complete induction training courses required by Rössing prior to entering onto any Rössing Site.
Rössing reserves the right to monitor and/or audit the Seller's adherence to Rössing's Business Practices and Standards.
Seller represents and warrants that it has not violated and will not violate, in connection with this PO, the Australian Criminal Code Act 1995, the US Foreign Corrupt Practices Act 1977, the UK Bribery Act 2010 or any other similar applicable law (including any applicable Australian State or Territory laws), or engaged in any conduct that would have violated the same had such conduct occurred in the jurisdiction in which such laws apply. Seller represents and warrants that it will comply with all applicable laws concerning the import, export or re-export of goods, services or technology and economic or trade sanctions or restrictive measures, including such laws or measures enacted, administered, imposed or enforced by Australia, the European Union, the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), the U.S. Department of State or the United Nations Security Council.

20. **Indemnification** – Seller agrees to indemnify and hold Rössing harmless , other members of the CNNC Group, and its/their officers, directors, employees and agents, from and against any claims, losses, damages or injuries of any kind or character (including, without limitation, reasonable attorneys’ fees) caused by Seller’s breach of the PO. Seller shall have no obligation to indemnify pursuant to this clause 20 if and to the extent that the relevant claim or liability is caused by an indemnified party; provided, however, this provision shall not relieve Seller of any pro rata, proportional, contributory or other allocation of liability or fault imposed by applicable laws.
21. **Publicity** – No information relating to this order may be released for publication without Rössing’s prior consent. If the Seller wishes to release information relating to this order in written or other media forms, a copy of the item in the appropriate format shall be forwarded (together with details of where it will be published or released) to the Procurement Manager for written approval. This restriction also applies to any orders or contracts placed by the Seller on third parties as a result of this order.
22. **Privacy and Data Protection** - Under this order, Rössing is the data controller and Seller is the data processor. Rössing and Seller each warrant that it will comply with its obligations under applicable laws regulating the Processing of Personal Data (“**Applicable Data Privacy Laws**”) that is collected by or disclosed to it under this order. Definitions: the terms “**Personal Data**” and “**Process**” and “**Processing**” have the meaning under Applicable Data Privacy Laws, and “**Rössing Personal Data**” means Personal Data disclosed to Seller by Rössing , or collected by Seller for the purposes of this order. **Data Processing Obligations:** Seller accepts that in relation to all Rössing Personal Data, it must (a) only Process it for the purposes of supplying Goods or Services under the order, and as directed by Rössing, except where Seller reasonably believes that by following such directions, it would be in breach of Applicable Data Privacy Laws. In such circumstances, Seller must inform Rössing of its concerns prior to undertaking Processing of Rössing Personal Data; (b) not disclose Rössing Personal Data to any other person without its prior written consent, unless the disclosure is required by applicable law (and Seller immediately notifies Rössing, unless such notification is prohibited by that law); (c) take appropriate action to ensure any Seller personnel who Process Rössing Personal Data understand and comply with the Seller’s privacy and confidentiality obligations under this order; (d) upon request, provide all reasonable assistance to Rössing to facilitate the exercise of rights of data subjects; (e) provide information required by Rössing to meet its obligations under Applicable Data Privacy Laws and to demonstrate compliance with this clause; and (f) promptly notify Rössing as soon as it has received a complaint from any individual regarding the way his or her Personal Data has been processed and cooperate when Rössing is investigating any claim related to individual complaints. **Personal Data Transfers:** Seller must not transfer Rössing Personal Data from the European Economic Area (EEA) to a country deemed by the European Commission not to provide adequate protection (within the meaning of Directive 95/46/EC or its replacement), unless Rössing consents in writing or unless contractual clauses approved by the European Commission for the transfer of personal data to processors in third countries are in place with the recipient. **Personal Data Security and Personal Data Breach Notification:** (a) Seller must put into place and maintain appropriate technical and organisational measures to secure Rössing Personal Data, having regard to the risk of accidental or unauthorised access, loss, destruction,

misuse, modification, disclosure or damage to Personal Data. (b) If Seller has knowledge of any (i) accidental loss or destruction of, or unauthorised disclosure of or access to Rössing Personal Data; or (ii) data security breach on any of the systems used in the provision of the Services, Seller must (iii) expeditiously report such incident to Rössing ; (iv) mitigate, to the extent practicable, any harmful effect of such disclosure or access that is known to Seller or its subcontractors; (v) cooperate with Rössing in providing any notices to individuals regarding the incident, as directed by Rössing ; and (vi) cooperate with any investigation into the incident that is subsequently undertaken by any data privacy authority, in consultation with Rössing . **Indemnity:** Seller shall indemnify, defend and hold harmless Rössing , its respective directors, officers, and employees from and against any and all losses, claims, demands, suits, actions and other liabilities of every kind and character, arising from Seller's breach of this clause 22. Seller must remain responsible and liable for all Processing of Personal Data by any assignees, delegates or subcontractors.

- 23. Laws Applicable** – This contract shall be governed by the laws in force in the Republic of Namibia. Any legal action relating to this order shall be instituted in the Magistrate's Court for the District of Windhoek notwithstanding that the amount of any claim otherwise exceeds the jurisdiction of such court or the High Court of the Republic of Namibia if the instituting party so wish.
- 24. Taxes, Freight Costs and Customs Duties** – The prices specified in the order are exclusive of any value added tax ("VAT"), goods and services tax ("GST"), sales, use or consumption tax or similar government tax payable on the supply of the Products and/or Services (collectively, "Indirect Transaction Taxes"). If Seller is required by applicable laws to collect and pay Indirect Transaction Taxes to relevant government agency, Rössing shall remit payment to Seller of applicable Indirect Transaction Taxes at the percentage rate required by applicable laws in the jurisdiction where the supply takes place, provided Seller has first provided to Rössing an invoice for Indirect Transaction Taxes Invoice that complies with applicable laws. Rössing reserves the right to withhold payment of Indirect Transaction Taxes if it has provided a valid tax exemption certificate to Seller. If the order requires Seller to provide Services, and if Seller is a foreign corporation or company (i.e. having its principal place of business outside of the Republic of Namibia or a non-resident alien individual, then, unless Seller provides Rössing with valid documentation (received prior to payment for Services) showing that an exemption applies where the Services are performed: (a) Rössing reserves the right to withhold payment of amounts required to satisfy tax withholding obligations under applicable laws on account of the Services; and (b) Rössing will use commercially reasonable best efforts to furnish Seller receipts, proof of payment or other relevant documentation for any withholding taxes so paid. Unless specified otherwise on the face of the order or in any attachments thereto, the prices are inclusive of, and Seller shall be solely responsible for and pay, all costs of delivering the Products to the delivery point specified on the face of the PO, including, without limitation, all shipping and freight costs and all duties, fees, tariffs or similar analogous taxes on imports or exports of the Products ("Customs Duties"). Seller will take all reasonable steps to minimize Customs Duties costs.