

**PURCHASE ORDER GENERAL CONDITIONS - NORTH AMERICA – GOODS (AND RELATED SERVICES)
EFFECTIVE AS OF 1 NOVEMBER, 2018**

1. ACCEPTANCE; NO ADDITIONAL TERMS. For purposes of these PO General Conditions and all related activity, the term “**Supplier**” means the Supplier, Seller, Contractor or Vendor identified on the applicable purchase order or service order (“**PO**”), and the term “**Company**” means the Company identified on the applicable PO. The PO will be deemed accepted by Supplier upon the first of the following to occur: (a) Supplier communicating to Company its acceptance; (b) any performance by Supplier under the PO; or (c) the passage of 10 days after Supplier’s receipt of the PO without written notice to Company that Supplier does not accept. Company reserves the right to revoke or withdraw the PO, in whole or in part, prior to Supplier’s acceptance. By accepting the PO, Supplier agrees to comply with these PO General Conditions and any other attachments noted in the PO and to sell the goods or products (“**Goods**”) and/or provide the services (“**Services**”) as described herein or specified in the PO for the prices indicated in the PO. Acceptance of the PO is expressly limited to these PO General Conditions contained herein (including attachments to the PO). No terms or conditions submitted by either party that are in addition to, different from or inconsistent with those contained herein or in the PO, including, without limitation, Supplier’s standard printed terms and conditions, and any terms and conditions contained in any Supplier quotation, invoice, order acknowledgment, confirmation, acceptance, bill of lading or other instrument, shall be binding upon either party unless specifically and expressly agreed to in a writing signed by duly authorized representatives of both parties.

2. DELIVERY; RISK OF LOSS; INSPECTION. Supplier will supply the Goods and/or Services to Company at the delivery point identified on the PO (“**Delivery Point**”) and by the date specified therein or, if no date is so specified, within a reasonable time after Supplier receives the PO. Time is of the essence of Supplier’s performance of the PO. Risk of loss of the Goods remains with Supplier, and title will not pass to Company, until the Goods are delivered to and accepted by Company at the Delivery Point. All Goods and/or Services shall be received subject to Company’s inspection and approval. The Supplier must pack and protect all Goods ready for dispatch so that they are in accordance with all applicable laws, comply with the Company’s policies provided in writing to the Supplier, 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. Goods that are not in good condition, not packaged in accordance with Company’s policies (if any), damaged by delivery or rejected by Company as not conforming to the PO shall, at Company’s option, be returned to Supplier at Supplier’s risk and cost and may only be replaced by Supplier with Company’s written authorization.

3. PRICES; INVOICES; PAYMENT. Supplier shall supply the Goods and Services for the prices specified in the PO. Unless specified otherwise on the PO, Supplier will invoice Company for supplied Goods and/or Services within 30 days after supply of the same. The invoice must itemize the Goods and/or Services purchased, the Price, and any applicable Indirect Transaction Tax and Freight Costs (if Company has agreed to reimburse Freight Costs under Clause 4). All invoices will be accumulated by the Company for a period commencing on the first day of a calendar month and ending on the last day of that calendar month (“**Accumulation Period**”). Unless otherwise specified in the PO, Company will make payment of all undisputed amounts due to Supplier on the fifteenth day of the second month following the end of the Accumulation Period in which the invoice is received by Company (for the avoidance of doubt, the term ‘45 days after end of Accumulation Period’ when used in the Purchase Order has this same meaning). In these PO General Conditions, the term “**EOAP**” means the end of the Accumulation Period in which the invoice is received by Company. However, if an invoice for Goods is received by Company before delivery of the Goods, the applicable Accumulation Period will be the period in which the Goods are actually delivered to Company. Payment of an invoice (or approval for payment by Company) is not evidence or an admission that the Goods or Services meet the requirements of the PO. Subject to clause 4 below, the prices listed in the PO are inclusive of all costs (including taxes) and expenses of Supplier in providing the Goods and/or Services to the Delivery Point. Supplier agrees to maintain accounts and records related to its performance under this PO and agrees that Company may audit Supplier with respect to Supplier performance under the PO.

4. TAXES; FREIGHT COSTS AND CUSTOMS DUTIES. The prices specified in the PO 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 Goods and/or Services (collectively, “**Indirect Transaction Taxes**”). If Supplier is required by applicable laws to collect and pay Indirect Transaction Taxes to relevant government agency, Company shall remit payment to Supplier of applicable Indirect Transaction Taxes at the percentage rate required by applicable laws in the jurisdiction where the supply takes place, provided Supplier has first provided to Company an invoice for Indirect Transaction Taxes that complies with applicable laws. Company reserves the right to withhold payment of Indirect Transaction Taxes if it has provided a valid tax exemption certificate to Supplier. If the PO requires Supplier to provide Services, and if Supplier is a foreign corporation or company (i.e. having its principal place of business outside of the country identified in Company’s address on the PO) or a non-resident alien individual, then, unless Supplier provides Company with valid documentation (received prior to payment for Services) showing that an exemption applies where the Services are performed: (a) Company reserves the right to withhold payment of amounts required to satisfy tax withholding obligations under applicable laws on account of the Services; and (b) Company will use commercially reasonable best efforts to furnish Supplier receipts, proof of payment or other relevant documentation for any withholding taxes so paid. Unless specified otherwise on the PO or in any attachments thereto, the prices are inclusive of, and Supplier shall be solely responsible for and pay, all costs of delivering the Goods to the Delivery Point, including, without limitation, all shipping and freight costs and all duties, fees, tariffs or similar analogous taxes on imports or exports of the Goods (“**Customs Duties**”). Supplier will take all reasonable steps to minimize Customs Duties costs.

5. WARRANTIES. Supplier represents and warrants that: (a) it has good title to the Goods and the right to transfer title to the Goods free and clear of any lien, hypothec, claim or other encumbrance of any kind; (b) the Goods will conform to any specifications and/or standards provided by Company, or by Supplier and approved by Company, and be provided in accordance with applicable laws, and will be free from defects in design, materials and workmanship, said warranty being valid for a period of 18 months from the date title passes to Company as set out in clause 2 hereof; (c) the Services (if any) will conform to any specifications and/or standards provided by Company, or by Supplier and approved by Company or otherwise suitable for the purposes for which the Services were engaged, comply with applicable law and be performed expeditiously and consistent with any applicable standards of skill and care, said warranty being valid for a period of 18 months from the date the performance of the Services is completed; and (d) the Goods and Services (if any) and their use, manufacture, sale, lease, distribution, or other commercialization do not and will not infringe, misappropriate or violate the trademarks, service marks, copyrights, patents, patent rights, trade secrets and other intellectual property rights or moral rights of a third party; and (e) it will comply with all applicable local, state, provincial and federal laws and regulations. There are no warranties which extend beyond those set forth above. The warranties provided herein are given expressly and are in place of all other express or implied warranties and all implied warranties for merchantability and fitness for a particular purpose are disclaimed.

6. REMEDIES. In addition to remedies otherwise available to Company, if Supplier is in breach of the warranties set out in clause 5(b) or clause 5(c) hereof, Supplier will, at the election of Company, and at Supplier’s sole cost (including any relevant transportation and labor costs), either replace or repair (including, if applicable, reinstall) the Good or re-perform (or pay the costs to re-perform) the Services, to Company’s satisfaction.

7. COMPLIANCE WITH LAWS, ETC. In supplying the Goods and Services (if any), Supplier will: (a) comply with and ensure that its employees, agents, contractors and subcontractors (“**Personnel**”) comply with all applicable laws and regulations; (b) comply with Rio Tinto’s policies titled “The Way We Work,” “The Supplier Code of Conduct” and the “Business Integrity Standard” that can be found at <http://www.riotinto.com/aboutus/policies-standards-and-guidance-5243.aspx>; (c) to the extent that Supplier’s Personnel are required to enter onto Company’s site or property, ensure that such Personnel (i) comply with Company’s written health, safety and environmental policies and standards provided to Supplier, and (ii) are aware that they enter onto Company’s site or property at their own risk; (d) represent and warrant that it has not violated and will not violate, in connection with the PO, Canada’s Corruption of Foreign Public Officials Act, the US Foreign Corrupt Practices Act 1977, the UK Bribery Act 2010 or any other similar

applicable law, or engaged in any conduct that would have violated the same had such conduct occurred in the jurisdiction in which such laws apply; and (e) 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 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. If Supplier will perform any Services onsite under this PO, it shall, at its own cost, complete induction training courses required by Company prior to entering onto Company's Site.

8. WAIVER AND RELEASE OF LIENS. Upon receipt from Company of amounts invoiced pursuant to clause 3 hereof, Supplier waives and releases all rights to, and at its sole cost shall obtain the prompt removal of, any mechanics', materialmen's, mining or any similar lien, legal hypothec or claim fixed against Company or its assets, which then exist or which may thereafter arise for Goods furnished or Services performed on or before the date of the relevant invoice. All payments owed to Supplier hereunder shall be contingent upon Supplier providing proof of its compliance with this provision to Company upon request.

9. EXCLUSION OF CONSEQUENTIAL LOSS. Neither party will be liable to the other party under the PO for any special, incidental, indirect, consequential, exemplary or punitive damages or losses, loss of profits or revenues, loss of opportunities, loss of goodwill or loss of capital (collectively "**Consequential Loss**"), with the exception of Consequential Loss caused by a party's criminal acts, fraud or willful misconduct or Consequential Loss caused by Supplier for which Supplier is required to be insured under a policy of insurance pursuant to clause 11 hereof, or breach of warranties under clause 5, breach of confidentiality or infringement of intellectual property rights by Supplier.

10. INDEMNIFICATION. Subject to clause 9 hereof, Supplier agrees to indemnify and hold harmless Company and its parent and affiliates, 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 Supplier in connection with the PO, including by Supplier's breach of the PO. Supplier shall have no obligation to indemnify pursuant to this clause 10 if and to the extent that the relevant claim or liability is caused by an indemnified party; provided, however, this provision shall not relieve Supplier of any pro rata, proportional, contributory or other allocation of liability or fault imposed by applicable laws.

11. INSURANCE. Without limiting Supplier's obligations or liabilities hereunder, Supplier shall, at its sole expense and for the duration of the PO and all applicable warranty periods, purchase and maintain the following insurance: (a) commercial general liability insurance covering all liabilities for personal injury and property damage arising from the Services/Goods, with limits of liability of \$3,000,000 for each occurrence and in the aggregate; (b) workers' compensation insurance in compliance with the applicable laws of each jurisdiction affected by the Goods/Services; (c) if Supplier will use or provide for use motor vehicles in providing the Goods and/or performing the Services, automobile (motor vehicle) insurance covering all liabilities for personal injury and property damage arising from the use of such vehicles, with limits of liability of \$2,000,000 for each occurrence and in the aggregate; and (d) if Supplier will provide professional advice or services, professional liability insurance, with limits of liability of \$2,000,000 for each claim and in the aggregate. Supplier shall provide coverage endorsements for each category of required insurance, including, except in the case of workers' compensation insurance and professional liability insurance: (i) an endorsement including Company and its directors, officers, employees, agents and representatives as additional insureds; (ii), an endorsement including a cross liability clause, noting that each of the parties comprising the insured shall be considered as a separate entity, the insurance applies as if a separate policy has been issued to each party, and no "insured-versus-insured" exclusion exists in the policy; and (iii) an endorsement waiving all express or implied rights of subrogation against Company. Supplier shall on request provide to Company or its designee certificates of insurance and endorsements as evidence of the insurance required under the PO. To the extent Supplier uses a subcontractor for any portion of the Goods or Services under this PO, Supplier ensures that such subcontractor will be subject to the same insurance requirements contained in this Clause 11.

12. CONFIDENTIAL INFORMATION. In the course of performing the PO, Supplier and/or Company may obtain certain information, oral or written (in whatever form), of a confidential nature (or which reasonably ought to be known as confidential) of the other party in relation to the business, operations, affairs or activities of the disclosing party and/or its affiliates and in the case of Company, includes:

- (a) the Deliverables (as defined in clause 13):

- (b) technical information, data, samples or materials provided to the Supplier under this Contract; and
- (c) information relating to the Company's affiliates ("**Confidential Information**"). The parties agree, unless

required by a lawful court order, subpoena, or similar legal request, not to make each other's Confidential Information available in any form to any third party (excluding Company's personnel and affiliates) or to use

each other's Confidential Information for any purpose other than the implementation of the PO. In that regard, Supplier expressly acknowledges that, by providing any Confidential Information to Company, or by including any Confidential Information in any Goods supplied to Company, Supplier is expressly authorizing Company to use such Confidential Information for all purposes incident to the transaction covered by the PO, including but not limited to future use, repair, maintenance or replacement of any Goods provided under the PO, or use the Deliverables in Company's business operations or to obtain the full benefit of the Services under the PO. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its personnel in violation of the terms of this PO. If the receiving party is required to disclose the disclosing party's Confidential Information by a lawful court order, subpoena, or similar legal request, the receiving party shall promptly notify the disclosing party in writing of such requirement so that the disclosing party may seek an appropriate protective order. Each party acknowledges that failure to comply with this clause may irreparably harm the business of the other party, and that a breach of one party's obligations under this clause shall entitle the other party to seek immediate injunctive relief, in addition to any other remedies that it may have.

13. INTELLECTUAL PROPERTY. If, in performing the PO, Supplier develops any intellectual property, trade secrets, work product, work of authorship, technical materials, drawings, specifications, documentation, data, datasets, reports, recommendations or other writings, information or material, including those embodied in a tangible medium, and created or developed for purposes of providing the Goods and/or Services under the PO ("**Deliverables**"), such Deliverables and intellectual property rights subsisting in the Deliverables shall be deemed to be owned by Company. Company shall be deemed the "inventor," "author," and "owner" of all Deliverables under applicable law, and Supplier agrees to assign, and hereby assigns, to Company any and all rights, title and interest in the Deliverables, including intellectual property rights in and to such Deliverables. To the extent intellectual property is provided by Supplier under the PO that is in existence prior to the PO or developed independently to the PO (**Background IP**), Supplier grants to Company and their Personnel a perpetual, irrevocable, royalty-free, non-exclusive, transferable, worldwide sublicensable license to use, reproduce, modify and adapt the intellectual property rights in any Goods and Deliverables for the purposes of Company's business, including future use, repair, maintenance or replacement of any Goods, or use the Deliverables in Company's business operations or to obtain the full benefit of the Services.

14. SOFTWARE SUPPORT SERVICES. To the extent specified in a PO, the Supplier must provide to the Company the software support services as are specified in the PO. The software support services will commence on the date specified in the PO and will be renewable as specified in the PO. Unless specified to the contrary in the PO, the software support services must include: (i) ensuring, by responding to the Company's requests, that the Goods remain in conformity with the applicable specifications; and (ii) ensuring the provision of a help desk service to assist with the resolution of problems and answer queries regarding the Goods. Subject to clause 13 above, title to intellectual property included in Software provided under the PO shall remain with Supplier.

15. TERMINATION. Company or Supplier may terminate the PO by written notice to the other party in the event of a breach by the other party that is not cured within 30 days after written notice thereof has been given. Any termination hereunder shall be without prejudice to any claims for damages or other rights of the parties. Company may suspend or terminate the PO, or any portion thereof, upon written notice to Supplier.

16. ESTIMATES AND FORECASTS. If and to the extent that the PO includes any estimates, forecasts, approximations or requirements of or by Company for its purchases of Goods and/or Services, Company and Supplier agree any such estimates, forecasts, approximations or requirements: (a) are estimates only; (b) are not guaranteed; and (c) do not constitute or create a commitment to purchase any volume or quantity of Goods and/or Services by Company from Supplier.

17. GOVERNING LAW AND FORUM. The PO is governed by the laws of the state, province or territory identified in the address for Company on the PO, excluding its choice or conflict of law rules. Company and Supplier expressly disclaim, and exclude, application to the PO of (a) the United Nations Convention on Contracts for International Sale of Goods,

(b) the International Sale of Goods Act, and (c) the International Sale of Goods Contracts Convention Act. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the federal and/or state, provincial or territorial courts in the state, province or territory identified in the address for Company on the PO and the courts of appeal from them for determining any dispute concerning the PO.

18. MISCELLANEOUS. Supplier shall not assign, delegate or subcontract the PO or any interest herein, including any performance or any amount that may be due hereunder, without Company's prior written consent. Supplier shall remain responsible and liable for all Processing of Personal Data by any assignees, delegates or subcontractors. Any assignment, delegation or subcontract of any obligation of Supplier under this PO, shall not waive any obligation, responsibility or liability of Supplier with respect to the provision of the Goods and/or Services. The PO, including these PO General Conditions and any attachments noted in the PO, constitutes the entire agreement relating to the subject matter hereof and supercedes all prior and contemporaneous understandings or statements unless expressly contained herein. If there is any conflict between these PO General Conditions and a provision elsewhere in the PO (including attachments to the PO), these PO General Conditions will prevail. No modification or alteration of the terms hereof shall be binding unless such modification or alteration is in writing and signed by both Company and Supplier. Either party's waiver of any breach, or failure to enforce any of the PO General Conditions, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance with every term and condition hereof. If the date for payment of any monies under the PO falls on either a weekend or public holiday, the payment will be due on the following business day. Supplier and Company have agreed that these PO General Conditions be drafted in English. For legal notices only, a copy of all documentation should be sent to CompanySecretaryNotices@riotinto.com. Le fournisseur et l'acheteur ont convenu que ces termes et conditions soient rédigés en anglais.

19. PRIVACY. For the purpose of this clause 19, (a) *Personal Data* means all information relating to any identifiable individual; (b) *Company Personal Data* means Personal Data disclosed to Supplier by Company, or collected by Supplier for the purposes of this PO; (c) *Processing* includes collecting, using, disclosing, storing, transferring, viewing, accessing and all other Personal Data processing; and (d) *Data Privacy Laws* mean laws regulating the Processing of Personal Data. Company and Supplier each warrant that it will comply with its obligations under applicable Data Privacy Laws. Supplier accepts that in relation to all Company Personal Data, it must (a) only Process it for the purposes of supplying Goods or Services under the PO, and as directed by Company; (b) not disclose Company Personal Data to any other person without Rio Tinto's prior written consent, unless the disclosure is required by applicable law (and Supplier immediately notifies Rio Tinto, unless such notification is prohibited by that law) or is to an approved subcontractor as stated under clause 18; (c) promptly notify Company 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 Company is investigating any claim related to individual complaints; and (d) make available to Company any information necessary to demonstrate compliance with the obligations in this clause. Supplier must put into place and maintain appropriate technical and organisational measures to secure Company Personal Data, having regard to the risk of accidental or unauthorised access, loss, destruction, misuse, modification, disclosure or damage to Personal Data. If Supplier has knowledge of any (i) accidental loss or destruction of, or unauthorised disclosure of or access to Company Personal Data; or (ii) data security breach on any of the systems used in the supply of the Services, Supplier must (iii) expeditiously report such incident to Company; (iv) mitigate, to the extent practicable, any harmful effect of such disclosure or access; (v) cooperate with Company in providing any notices to individuals regarding the incident, as directed by Company; and (vi) cooperate with any regulatory investigation into the incident, in consultation with Company. Supplier shall indemnify, defend and hold harmless Company, 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 Supplier's breach of this clause 19.