

**STANDARD TERMS AND CONDITIONS GOODS & SERVICES**

**1. DEFINITIONS**

For purposes of these Terms and Conditions and all related activity, the term:

- “Supplier” means: the Supplier, Seller, Contractor or Vendor identified on the applicable Purchase Order (“PO”) and / or Contract;
- “Company” means: Rosebel Gold Mines N.V. (Rosebel) identified on the applicable PO and / or Contract.
- “Contractor” means: the natural or legal person/ entity or public entity or consortium of such persons and/or bodies who signed the contract;
- “Confidential Information” means all (sensitive) information disclosed by Rosebel to Contractor, or otherwise all information, pertaining to Rosebel that Contractor comes into possession, or knowledge, of, including, without limitation, all proprietary, confidential and personal information relating to Rosebel and its Affiliates’, employees, agents, partners, suppliers and clients.

**2. ACCEPTANCE; NO ADDITIONAL TERMS**

Quantity, Delivery Dates, Prices and Specifications in the PO & Agreement are critical commitments which are agreed upon by confirming the same by Supplier/Contractor.

The PO will be deemed accepted by Supplier upon the first of the following to occur:

- (a) Supplier making, signing or delivering to Company any letter, form or other writing or instrument acknowledging acceptance;
- (b) any performance by Supplier under the PO; or
- (c) the passage of ten (10) calendar 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 the terms and conditions contained herein 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 for the prices indicated therein. Acceptance of the PO is expressly limited to the terms and conditions contained herein (including attachments to the PO). No shipment shall be made in case of any deviation from the terms and conditions, including quantities and specifications, specified in the PO. Unless approved in writing by the Supply Chain Manager or Supply Chain Superintendent, any deviation shall be covered by means of a revised PO.

The terms and conditions of a signed contract agreement for the supply of the Goods or Services specified on the PO will take precedence over these PO terms and conditions. No other 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.

**3. DELIVERY; RISK OF LOSS; INSPECTION**

Supplier should not ship any parts or execute services if the Purchase Order is not received or it does not match the quotation. Unless specified otherwise on the PO, Supplier will supply the Goods and/or Services to Company at the delivery point identified on the PO (“Delivery Point”) in accordance with INCOTERM 2010 and by the date specified therein or, if no date is so specified, within 30 days after Supplier receives the PO. Each Box delivered should have its own packing list (two copies – one pasted on the box and one inside the box).

Time is of the essence of Supplier’s performance of the PO. Risk of loss of the Goods and/or Services remains with Supplier and title will not pass to Company until the Goods and/or Services are delivered to and accepted by Company at the Company Mine Site. All Goods or Services shall be received subject to Company’s inspection and approval.

Where the PO provides for installation, commissioning or any other work to be carried out by Supplier such work shall be executed with good workmanship and using proper materials. As a minimum requirement, such goods shall comply with all applicable quality and certification standards.

Contractor shall provide such packaging of Goods as is required to prevent their damage or deterioration in transit to their destination as indicated in the PO. The packaging shall be sufficient to withstand, without limitation, rough handling, and exposure to extreme temperatures, salt and precipitation during transit and open storage. Package size and weight shall take into consideration, where appropriate, the remoteness of the final destination of the Goods, and the possible absence of heavy handling facilities at all points in transit.

Any damage in transit due to inappropriate packaging will be brought to supplier’s notice in reasonable time upon its arrival at final destination and the same needs to be replaced or rectified by supplier at their cost.

If after accepting, Company subsequently discovers latent material defects (including without limitation, non-conformance to the Specifications) not reasonably discoverable during the acceptance upon delivery, Company may revoke its acceptance of such Goods by giving written notice and disclosing the nature of any defects to Supplier as soon as practicable after discovering such defects.

Goods that are not in good condition, 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 expense and may not be replaced by Supplier without Company’s written authorization.

If the Supplier fails to supply the Goods and/or Services by the date specified in this PO, the Supplier shall, in place of actual damages, pay to Company liquidated damages of .05% of the PO value per calendar day of delay, with a maximum of 10% of the PO/Contract value. If the Contractor fails to supply the Goods and/or Services within 60 days after the delivery date specified in the PO/Contract, Company may revoke or withdraw the PO/Contract, claim any payments made and enter into an agreement with a third party for the supply of the balance of the Goods and/or Services at Supplier’s cost.

**4. 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 45 days after delivery.

Invoice could also be raised on a monthly basis (for multiple deliveries in a month) provided the rule of one invoice against one PO is followed and it indicates PO number, correct price and quantities as per the PO, and all relevant packing lists and delivery notes (SBL) references

Unless specified otherwise on the PO, Company will make payment of all undisputed amounts due to Supplier within 60 days from receipt of the relevant invoice; provided, however, that if an invoice for Goods is received by Company before delivery of the Goods, the 60-day time period for payment of the invoice will not commence until the date the Goods are actually delivered to Company. All Invoices for supply of goods, works and services needs to be send by Email to [rosebel\\_accounts\\_payable@rosebel.com](mailto:rosebel_accounts_payable@rosebel.com) containing the following information on it, if not this Document will be rejected and deemed not received.

1. Supplier name and information
2. Invoice number
3. Invoice date
4. Purchase Order (PO) number
5. Corresponding Line number in the PO against invoice line number
6. Addressed to Rosebel Gold Mines N.V.
7. Currency (SRD, USD, EURO, CAD etc.)
8. Supplier contact details
9. Bank information
10. Approved time sheet / Act of completion duly signed by end user (RGM representative) in case of works and services (see Annex 1)

Monthly updated statement from all major suppliers/contractors showing clearly invoice numbers and corresponding PO numbers for all pending invoices. Payment of an invoice is no evidence or an admission that the Goods, Works or Services meet the requirements of the PO/Contract. Invoices for Services and Works shall contain a description of the Services and Works being invoiced for and must be accompanied by an Act of Completion duly signed off by Company’s Project Manager, stating the

Acceptance of the rendered Services.

## 5. TAXES; FREIGHT COSTS AND CUSTOMS DUTIES

The prices specified in the PO are exclusive of any value added tax / Omzetbelasting ("VAT or OB" or goods and services tax, sales, use or consumption tax or similar government tax payable on the supply of the Goods and/or Services (collectively, "Taxes"). Supplier accepts its responsibility for settling its own tax liabilities and herewith indemnifies and holds harmless Company against any and all claims and taxes and levies (including interest, penalties, and any other costs) which are claimed or assessed against Company in connection with or as the result of payments made hereunder to Supplier for the Services in the United States of America.

For the purpose of above mentioned provision on tax payment, Company reserves the right to audit the books and records of Supplier relating to payments under this PO. Supplier shall keep a proper administration of its books and records, and agrees to fully cooperate with and give Company excess to relevant book and records for such audits, upon prior written request of Company. This right to audit also applies to payment of wages and other secondary benefits to Supplier's Team. In this regard Company warrants that these audits shall be for informative purposes only and that all information retrieved from Supplier's books and records shall be held highly confidential. 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. Supplier will, upon shipment provide electronically all available shipping documentation such as commercial invoice, packing list, airway bill or bills of lading, manifest, MSDS sheets in case hazmat materials, etc. to the following email addresses:

[Rosebel\\_Major\\_Consumables@rosebel.com](mailto:Rosebel_Major_Consumables@rosebel.com),

[Rosebel\\_buyers@rosebel.com](mailto:Rosebel_buyers@rosebel.com),

[Rosebel\\_Expeditors@rosebel.com](mailto:Rosebel_Expeditors@rosebel.com)

Additionally, cargo must be shipped to delivery point together with one original commercial invoice and two copies thereof. For shipment of cargo with CIF incoterms Supplier must courier all original shipping documents to Rosebel addressed to the Logistics Department.

## 6. WARRANTIES AND REPRESENTATIONS

Supplier represents warrants and covenants that:

- it has valid or legal title to the Goods and/or Services and the right to transfer title to the Goods free and clear of any lien, hypothec, seizure, claim or other encumbrance of any kind;
- the Goods will conform to any specifications and/or standards provided by Supplier and approved by Company and be provided in accordance with applicable laws, and will be free from any defects in design, materials and workmanship;
- Goods 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 of a third party; and
- Supplier will comply with all applicable local 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.

Supplier represents that its personnel, to conduct the Services, is:

Professional, experienced, knowledgeable, qualified and if required by law certified to execute the agreed Services;

In good health and are of irreproachable conduct. Upon request of Rosebel, Contractor will provide evidence to prove such;

Made aware of all relevant Rosebel policies and guidelines and adhere to them while on the Mine Site.

Supplier represents that it has all required business licenses and permits to provide the agreed services.

Supplier represents that it is a company in good standing and as such: it shall conduct the Services in a manner consistent with that level of care and skill ordinarily exercised by other professionals currently practicing under similar conditions in the same location; is aware of the risks and characteristics of its business; it will apply all the

safety measures and precautions as prescribed by Rosebel.

Supplier also represents that it has, at its own expense and prior to performing the Services under this Agreement, fully complied with all applicable insurance laws in force and effect throughout the Term of the Agreement. Supplier will, if requested, provide Rosebel with documentation certifying as such.

## 7. REMEDIES

If Supplier is in breach of the warranties set out in paragraph 6(b) or paragraph 6(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 Goods or reperform the Services to Company's satisfaction. Except as provided in paragraph 8 and in paragraph 9 in relation to an indemnification claim by a third party against an indemnified party alleging the Goods or Services caused personal injury or property damage to a third party or violated a third party's intellectual property rights, the remedies set out above in this paragraph shall be the sole and exclusive remedies available to Company for Supplier's breach of the warranties hereunder.

## 8. COMPLIANCE WITH LAWS, STANDARDS AND POLICIES

In supplying the Goods and Services, Supplier will:

- comply with and ensure that its employees, agents, contractors and subcontractors ("Personnel") comply with all applicable laws and regulations;
- comply with Company's policies that can be obtained from the procurement department on request and
- to the extent that Supplier's Personnel are required to enter onto Company's Mine Site (in district Brokopondo) or property, ensure that such Personnel comply with all policies, guidelines and procedures of Company as may be amended from time, including, but not limited to Company's Code of Conduct, Business Code of Ethics, Environment, Health and Safety Policy and guidelines, Camp Rules, Traffic Plan, Defensive Drive, and the Alcohol and Drugs Policy.

A copy of these Company policies will be provided to Supplier upon request at the time of commencement of the Services.

## 9. SAFETY

The Supplier shall ensure the safety on sites during the whole period of execution and shall be responsible for taking the necessary steps, in the interests of its employees, Rosebel employees and third parties, to prevent any loss or accident which may result from carrying out the works.

The Supplier shall take all essential steps, on its own responsibility and at its expense, to ensure that existing structures and installations are protected, preserved and maintained.

As indicated in clause 8 above, Supplier will abide by all applicable Rosebel policies, including but not limited to the Occupational Health, Safety & Environment Policy and Procedures, such as:

- Fall prevention procedure: if they will work on elevation; use of scaffolding
- Excavation procedure: if they will be excavating a permit needs to be issued in conjunction with Mill electrical
- Working near electrical equipment: if they will be working in the vicinity if high voltage
- Lock out Tag out: if they will do electrical tie-in to our current electrical systems; working with energy sources
- Rigging and signaling procedure: for lifting
- Mobile equipment procedure: if they will use mobile equipment during the project e.g. cranes etc.

Hot work procedure: for welding and flame cutting

## 10. 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 paragraph 10 hereof.

#### **11. INDEMNIFICATION**

Subject to paragraph 9 hereof, Supplier agrees to indemnify and hold harmless Company and its parent and affiliates, and its/their directors, employees and agents, from and against any and all liabilities caused by:

- claims, losses, damages or injuries of any kind or character (including, without limitation, reasonable attorneys' fees)
- Supplier's breach of the PO.
- a personal or bodily injury or death of any person, including without limitation any third party, damage of property of Company or any third party caused by the negligence of Supplier or its Team.

Supplier shall have no obligation to indemnify pursuant to this paragraph 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.

#### **12. INSURANCE**

Without limiting Supplier's obligations or liabilities hereunder, Supplier shall, at its sole expense, 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;
- (b) adequate workers' compensation/ medical insurance in compliance with the applicable laws of each jurisdiction affected by the Goods/Services;
- (c) if the 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, and Supplier shall provide coverage endorsements for each category of required insurance;
- (d) Neither Supplier nor Supplier's Team shall be entitled to participate in, or receive, any benefits from any insurance plan, disability plan, medical or dental plan, hospital plan, pension benefit plan, deferred compensation plan, savings plan or any fringe benefit or welfare benefit plan sponsored, maintained or provided by Company.

#### **13. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

In the course of performing the PO, the Supplier and/or the 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 ("Confidential Information"). The parties agree not to make each other's Confidential Information available in any form to any third party 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 the Company, or by including any Confidential Information in any Goods supplied to the Company, Supplier is expressly authorizing the 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, or replacement of any Goods provided 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 Agreement. 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. The Confidential Information shall, at all times, remain, as between Parties, the property of Rosebel. Supplier shall, at all times, keep strictly confidential all Confidential Information and shall not disclose such Confidential Information, whether in whole or in part, to anyone, at any time, except those of Supplier/Contractor's Team that need to know such Confidential Information in order for Supplier to provide services to Rosebel; provided, however, that Supplier's Team is bound to obligations of confidentiality similar to those contained herein by the terms of their employment with, or retention by Supplier. Supplier's confidentiality obligations shall not apply if such data or information is within the public domain, previously known to

Supplier, obtained from third parties without violating any confidentiality agreement, required to be produced by Supplier pursuant to any law, subpoena, or court order or required by Supplier in the defense of any claim.

Supplier shall, and shall cause Supplier's Team to, only use the Confidential Information, whether in whole or in part, to provide Services to Rosebel, or pursuant to the written instructions of Rosebel.

Supplier shall, and shall cause Supplier's Team to, at any time, upon the request of Rosebel: cease all use of the Confidential Information; and return to Rosebel or, at Rosebel's request, irrevocably erase or destroy, in a secure manner, the Confidential Information, and any copies thereof except as may be otherwise required by law.

Supplier shall provide to Rosebel, within five (5) days of Rosebel's request, a certificate signed by one of its officers and signed by each Supplier's Team member having had possession or control of the Confidential Information through Supplier certifying that the foregoing actions have been taken in respect of the Confidential Information. Notwithstanding anything contained herein, Supplier shall be entitled to retain a file copy of any Confidential Information deemed reasonably necessary to maintain a complete project record. Any such retained information shall be held in confidence.

In the event that Supplier or any of Supplier's Team become legally compelled to disclose any of the Confidential Information, Supplier will provide Rosebel with prompt notice so that Rosebel may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained or that Rosebel waives compliance with the terms hereof, Supplier will, or will cause Supplier's Team to, furnish only that portion of the Confidential Information which is legally required and use its best efforts to ensure confidential treatment is afforded the Confidential Information by any recipients thereof.

Each party acknowledges that failure to comply with this paragraph may irreparably harm the business of the other party, and that a breach of one party's obligations under this paragraph shall entitle the other party to seek immediate injunctive relief, in addition to any other remedies that it may have.

#### **14. INTELLECTUAL PROPERTY**

If, in performing the PO, Supplier provides to Company any intellectual property, trade secrets, work product, work of authorship, technical materials, drawings, specifications, documentation, reports, recommendations or other writings, information or material embodied in a tangible medium ("Deliverables"), such Deliverables shall be deemed to be owned by the Company, unless the Company expressly agrees in writing otherwise. The 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 intellectual property rights in and to such Deliverables.

Rosebel shall have the exclusive right to use any proprietary concept, report or process of Supplier/Contractor that relates to or results from the Services being provided as mentioned in Article 1 of this Agreement.

#### **15. TERMINATION**

Company or Supplier may terminate the PO by written notice to the other party in the event of a material breach by the other party that is not cured within thirty (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 terminate the PO for its convenience at any time upon providing thirty (30) days written notice to Supplier. In such case, Supplier shall be entitled to receive full compensation for all Goods or Services supplied prior to the date of termination.

#### **16. GOVERNING LAW**

The PO is governed by the laws of Suriname.

Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Suriname. The judgment of the Surinamese court will be mutually binding for Parties.

- (iii) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

## 17. FORCE MAJEURE

In the event Supplier fails to fulfill its obligations hereunder, and when such failure is due to an act of God, or other circumstances beyond its reasonable control such as fire, flood, civil commotion, riot, war (declared or undeclared), revolution, or embargoes to provide and/or execute the agreed Services, Supplier will immediately, within 1 (one) day after occurrence of the situation of force majeure, notify Rosebel in writing thereof. In case of force majeure, Supplier will be compelled to take such measures which are reasonably necessary in order to fulfill Supplier obligations under this Agreement.

## 18. CHILD & FORCED LABOUR; HEALTH AND SAFETY

Company expects its Suppliers:

- (a) to safeguard, within the supply chain until the production units at a minimum that the rights set forth in the Convention on the Rights of the Child, the ILO Minimum Age Convention (C.138) or the Prohibition and Immediate Elimination of the Worst Forms of Child Labor Convention (C. 182) are enforced;
- (b) to prohibit any use of forced, bonded or indentured labor or involuntary prison labor, and embrace employment practices consistent with ILO Conventions pertaining to forced labor: Forced Labour Convention, (C.29) and Abolition of Forced Labour Convention, (C.105); and
- (c) to maintain the highest standards of Health and Safety, providing adequate health and safety standards to their employees, in conformity national and international law, rules and regulations. (ILO Convention on Occupational Safety and Health, (C.155).

## 19. ANTI-BRIBERY & ANTI-CORUPTION

Neither the Company, nor the Supplier or any of its subsidiaries or affiliates, nor any director, officer, agent, employee or other person associated with or acting on behalf of the Supplier, has:

- (i) used any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity;
- (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee, to any employee or agent of a private entity or domestic political parties or campaigns from funds;
- (iii) violated or is in violation of any provision of any applicable national or international law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public or any other similar law of any other jurisdiction in which the Supplier operates its business, including, in each case, the rules and regulations thereunder;
- (iv) taken, is currently taking or will take any action in furtherance of an offer, payment, gift or anything else of value, directly or indirectly, to any person while knowing that all or some portion of the money or value will be offered, given or promised to anyone to improperly influence official action, to obtain or retain business or otherwise to secure any improper advantage or
- (v) otherwise made any bribe, rebate, payoff, influence payment, unlawful kickback or other unlawful payment; the Partnership and each of its respective subsidiaries has instituted and has maintained, and will continue to maintain, policies and procedures reasonably designed to promote and achieve compliance with the laws.

### Anti-Corruption

Neither the Company, nor the Supplier or any of its subsidiaries or affiliates, nor any director, officer, agent, employee or other person associated with or acting on behalf of the Supplier, has:

- (i) used any of its funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity;
- (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from its funds;

## 20. DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or relating to this PO or the breach, termination, interpretation or invalidity thereof (a "Dispute") shall be resolved as follows:

- a. Parties shall endeavor for a period of 2 (two) weeks to resolve the Dispute by negotiation. This period may be extended by agreement of Parties.
- b. If negotiations are unsuccessful, Parties shall submit the Dispute to the competent court in Suriname.

## 21. LIMITATION OF LIABILITY

Company agrees to limit the liability of Supplier, its affiliates, and their respective employees, officers, directors, agents, consultants and subcontractors ("Supplier Group") to Company, its employees, officers, directors, agents, consultants and subcontractors, whether in contract, tort, or otherwise, which arises from Supplier's acts, negligence, errors or omissions, such that the total aggregate liability of the Supplier Group to all those named shall not exceed Five Hundred Thousand Dollars (\$500,000) or Supplier's total fee for the Services rendered under this PO, whichever is greater. However, compensation for loss or damage resulting from the Supplier's liability in case of bodily injury, including death, can in no case be capped. The same applies to compensation for any damages of any kind resulting from fraud or gross negligence of the Supplier, its staff, its subcontractors and any person for which the Contractor is answerable.

## 22. CODE OF CONDUCT

Supplier shall at all-time act impartially and as a faithful adviser in accordance with the code of conduct of its profession as well as with appropriate discretion. It shall refrain from making any public statements concerning the project or the services without the prior approval of Company. It shall not commit Company in any way whatsoever without its prior consent, and shall make this obligation clear to third parties.

Supplier or any of its subcontractors, agents or staff shall not abuse of its entrusted power for private gain. Supplier or any of its subcontractors, agents or staff shall not receive or agree to receive from any person or offer or agree to give to any person or procure for any person, gift, gratuity, commission or consideration of any kind as an inducement or reward for performing or refraining from any act relating to the performance of the PO or for showing favour or dis-favour to any person in relation to the PO. Supplier shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption.

The payments to Supplier under this PO shall constitute the only income or benefit it may derive in connection with the PO. Supplier and its staff must not exercise any activity or receive any advantage inconsistent with their obligations under the PO.

The execution of the PO shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the PO or not stemming from a properly concluded contract referring to the PO, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company. Company may carry out documentary or on-the-spot checks they deems necessary to find evidence in case of suspected unusual commercial expenses.

## 23. CONFLICT OF INTEREST

The Supplier shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the PO. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which may arise during performance of the PO shall be notified to Company without delay.

In the event of such conflict, the Supplier shall immediately take all necessary steps to resolve it.

## 24. RELATIONSHIP OF PARTIES

Supplier shall perform his obligations of this PO as an independent Supplier and nothing contained herein shall be deemed to create a relationship of employer and employee, partnership or joint venture between Parties.

The Supplier shall be responsible for the acts, defaults and negligence of its subcontractors and its experts, agents or employees, as if they were the acts, defaults or negligence of the Supplier, its experts, agents or employees. The approval by Company of the subcontracting of any part of the PO or of the subcontractors to perform any part of the services shall not relieve the Supplier of any of its obligations under the PO.

Nothing in this PO is intended nor shall be construed as creating any exclusive arrangement with Supplier. This PO shall not restrict Company from acquiring similar, equal or like services from other Suppliers.

Supplier have no authority to bind Company in any way and shall inform all parties with which it has dealings on behalf of Company of its status as an independent Supplier to Company, and shall not, explicitly or implicitly, hold itself out as, or give any appearance of, having specific or apparent authority to act for or bind Company.

## 25. SCOPE

The scope of Supply of Goods and/or Services is specified in the PO or as an annex to the PO/Agreement.

Where the PO is for an advisory function for the benefit of Company in respect of all the technical aspects of the project which may arise out of its implementation, the Supplier shall not have decision-making responsibility.

Where the PO is for management of the implementation of the project, the Supplier shall assume all the duties of management inherent in supervising the implementation of a project, subject to Company's authority.

## 26. STAFF

For fee-based Services, the Supplier must inform Company of all staff which the Supplier intends to use for the implementation of the tasks. Company shall have the right to oppose the Supplier's choice of staff.

All those working on the project with the approval of Company shall commence their duties on the date or within the periods notified to the Supplier by Company.

Supplier shall provide its staff with all financial and technical means needed to enable them to carry out their tasks and Services described under this PO efficiently.

No recruitment of an expert by the Supplier can create contractual relations between the expert and Company. The Supplier shall not make changes to the agreed staff without the prior approval of Company. The Supplier must on its own initiative propose a replacement in the following cases:

- In the event of death, in the event of illness or in the event of accident of an agreed staff;
- If it becomes necessary to replace an agreed staff for any other reasons beyond the Supplier's control (e.g. resignation, etc.).

Moreover, in the course of performance, and on the basis of a written and justified request to which the Supplier shall provide its own and the agreed staff's observations, Company can order an agreed staff to be replaced.

Where an agreed staff must be replaced, the replacement must possess at least equivalent qualifications and experience, and the remuneration to be paid to the replacement cannot exceed that received by the agreed staff who has been replaced. Where the Supplier is unable to provide a replacement with equivalent qualifications and/or experience, Company may either decide to terminate the PO, if the proper performance of it is jeopardized, or, if it considers that this is not the case, accept the replacement, provided that the fees of the latter are renegotiated to reflect the appropriate remuneration level.

Additional costs incurred by the replacement of an agreed staff are the responsibility of the Supplier. Company makes no payment for the period when the agreed staff to be replaced is absent.

## 27. DATA AND INFORMATION

Company shall provide to Supplier all reports, data, studies, plans, specifications, documents and other information ("Project Information") which are relevant to the Services. Supplier shall be entitled to rely upon the Project Information provided by Company or others and Supplier assumes no responsibility or liability for the accuracy or completeness of such. Company waives any claim against Supplier, and agrees to indemnify and hold Supplier harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. Supplier will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on Supplier's data, interpretations or recommendations.

## 28. ACCEPTANCE OF SERVICES

All Services shall be subject to Company's Acceptance. Upon completion of all Services to be performed by Supplier with respect to any Deliverable, Supplier shall deliver a written notice to Company certifying that the Deliverable meets and conforms to applicable specifications and is ready for Company to conduct Acceptance Tests. At Company's request, Supplier shall assist Company in performing Acceptance Tests at no additional cost to Company. If Company determines that a Deliverable fails to satisfy its Acceptance Tests, Company shall provide Supplier with notice of Non-acceptance with respect to such Deliverable. In the event Company provides notice of Non-acceptance to Supplier with respect to any Deliverable, Supplier shall correct and repair such Deliverable and submit it to Company within ten (10) days of Supplier's receipt of notice of Non-acceptance so that Company may re-conduct its Acceptance Tests with respect to such Deliverable.

In the event Company determines, after re-conducting its Acceptance Tests with respect to any Deliverable that Supplier has attempted to correct or repair pursuant to this section, that such Deliverable fails to satisfy its Acceptance Tests, then Company shall have the right, at its sole option, to:

- require Supplier to correct and repair such Deliverable within such period of time as Company may specify in a written notice to Supplier;
- refuse to accept such Deliverable without penalty and without any obligation to pay any fees or other amounts associated with such Deliverable (or receive a refund of any fees or amounts already paid with respect to such Deliverable);
- accept such Deliverable on the condition that any fees or other amounts payable with respect thereto shall be reduced or discounted to reflect, to Company's satisfaction, the Deficiencies present therein and any reduced value or functionality of such Deliverable or the costs likely to be incurred by Company to correct such Deficiencies; or
- terminate this PO and/or seek any and all available remedies, including damages.

## 29. GENERAL PROVISIONS

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. The PO, including these Terms and Conditions and any attachments noted in the PO, constitutes the entire agreement relating to the subject matter hereof and supersedes all prior and contemporaneous understandings or statements unless expressly contained herein. If there is any conflict between these Terms and Conditions and a provision elsewhere in the PO (including attachments to the PO), these Terms and 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 terms and conditions hereof, 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.

The entire agreement between Parties with respect to the subject matter hereof is incorporated in this Agreement and supersedes all prior discussions, negotiations, and agreements between the Parties relating to the subject matter hereof. This Agreement can be modified only by a written amendment duly signed by Parties.

Contractor will not assign this Agreement and/or the Services in whole or in part without the prior written consent of Rosebel.

No modification of this Agreement shall be valid unless made in writing and duly executed by both Parties.

This Agreement supersedes all prior discussions and agreements between Parties relating to the subject matter hereof.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.

## ANNEX 1



**Zijin Rosebel Gold Mines N.V.**  
 President Da Costalaan 2, Paramaribo,  
 Suriname  
 South America  
 T 597 422 741 F 597 478 447  
 Site T 597 325 115 F 597 325 408

**Customer:** Zijin Rosebel Gold Mines N.V. President Da Costalaan 2, P.O. Box 2973 Paramaribo, Suriname, Tel: (597) 325 115

**Contractor:**

Full name, address, data on means of communication

Agreement (contract) No:

### ACT OF WORKS PERFORMED (RENDERED SERVICES)\*

**Document Number: PO**

**Document Date:**

No.	Description of the works (services) (in the context of their subspecies in accordance with the technical specification, task, schedule of works (services), if any)	Date of works performed (rendered services) **	UOM	Works performed (rendered services)			
				Quantity	Price	Amount	Currency
1							

**Customer comments on services rendered:**

9

Delivered (Contractor - Position/Signature/Initials): \_\_\_\_\_ Accepted (Customer - Position Signature Initials): \_\_\_\_\_  
 10 \_\_\_\_\_ 11 \_\_\_\_\_

\* Is used for acceptance and delivery of works performed (rendered services), except for hiring of contractors and equipment rental under blanket agreements.

\*\* To be filled in if the dates of work performed (rendered services) fall on different periods, as well as in the case when the dates for performing works (rendering services) and the dates of signing (acceptance) of works (services) are different.



- 1 – Sequential number of lines (if applicable).
- 2 – Meaningful description of service rendered or according to contract milestones.
- 3 – See definition.
- 4 – Unit of measure for services is Lot.
- 5 – Quantity of service provided.
- 6 – Price of service.
- 7 – Total amount of line.
- 8 – Currency according to agreement.
- 9 - Customer appraisal of service rendered, if any discrepancy happened must be clearly stated by customer.
- 10 – Signature of vendor representative.
- 11 – Department superintendent’s signature if not available then department manager’s signature.

Page 2 of 2

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\*\* To be filled in if the dates of work performed (rendered services) fall on different periods, as well as in the case when the dates for performing works (rendering services) and the dates of signing (acceptance) of works (services) are different.