[redacted]

The Parties shall send any communications or notices required under this Contract to the following focal points:

[redacted] **Focal Point:**

[redacted]

[redacted]

[redacted]

[redacted]

Mobile: [redacted]

Email: [redacted]

Contractor Focal Point:

1. *A Party may change it focal point on notice to the other Party.*
2. *A Party may assign relevant activities; however the focal point must be notified and kept informed.*
3. *This Contract may be signed in any number of counterparts all of which together shall constitute a single instrument.*
4. *Unless expressly stated otherwise, no amendments to this Contract shall be effective unless evidenced in writing and signed by the Parties.*
5. *This Contract is assignable to any Company's Affiliates domiciled in the country of Company, unless otherwise agreed, and may be used by any Affiliate of Company as a Contract to be incorporated into Purchase Contracts of such Affiliate Company.*

[redacted]

IN WITNESS WHEREOF the authorised signatories of the Parties have executed this Contract as follows:

SIGNATORIES

EXECUTED by the **CUSTOMER**

For and on behalf of [redacted] **ABN** [redacted] by its duly authorised signatory in the presence of:

Signature of authorised signatory	Signature of witness
Name of authorised signatory	Name of witness
Date	Date

EXECUTED by the **CONTRACTOR**

For and on behalf of *Company Name* by its duly authorised signatory in the presence of:

Signature of authorised signatory	Signature of witness
Name of authorised signatory	Name of witness
Date	Date

[redacted]

1. Contract

1.1. If [redacted] ("**Customer**") issues an order, a purchase order, a letter of acceptance or notice of intention to proceed or the like in any form whatsoever ("**Purchase Order**") to acquire any goods specified in the Purchase Order ("**goods**") and/or any services specified in the Purchase Order ("**services**") from a Supplier identified in the Purchase Order ("**Contractor**"), the Contractor is deemed to have accepted the Purchase Order if the order is consistent with schedule 1 – Particulars and Schedule 3 - Scope of Work and Supply, or proceeds with the supply of the goods and/or services or otherwise acts in any other manner consistent with accepting the Purchase Order (for example, commencing to design or manufacture the goods or perform the services).

1.2. On acceptance of the Purchase Order by the Contractor, a contract ("Contract") is formed on the terms contained in:

a. These Conditions for Purchase (including Schedules 1, 2, 3, and 4)
b. The Purchase Order;
c. Schedule 1 - Particulars
d. Schedule 2 - Special Conditions
e. Schedule 3 - Scope of Work and Supply
f. Schedule 4 - Technical Specifications
g. Any other documents as referred to in clause 1.4 or elsewhere in the Purchase Order.

In the event of any conflict or inconsistency among the documents referred to in the preceding paragraph, the order of priority shall be the order in which such documents are listed above.

1.3. The Customer will not be bound by any terms other than those listed above as constituting the Contract, unless such terms are agreed in writing by the Customer and the Contractor as expressly forming part of the Contract. For the avoidance of doubt, any terms or conditions contained in, issued with or printed on any quotation, tender, proposal, offer, order acknowledgment, order confirmation, letter of acceptance, notice of intention to proceed or the like issued by the Contractor do not form part of the Contract and are of no effect whatsoever.

1.4. It is the Contractor's responsibility to familiarise itself with the relevant documents comprising the contract between the Customer and its client if provided by the Customer ("Head Contract"), and which relate to the goods and/or services and the Contractor must satisfy all its obligations in respect of the goods and/or services, so as to ensure that the Customer satisfies its obligations under the Head Contract in respect of its works under the Head Contract. Notwithstanding anything else in this Contract and to the extent permitted by law, the Customer's remedies, benefits, rights and entitlements under the Head Contract with respect to certain events or circumstances will define and limit the remedies, benefits, rights and entitlements of the Contractor in relation to those events or circumstances under this Contract.

2. Contractor's General Obligations

2.1. The Contractor must supply the goods and/or services in accordance with the Contract and in accordance with all reasonable directions and requirements of the Customer as detailed in Schedule 3 - Scope of Work and Supply, and Schedule 4 - Technical Specifications.

2.2. The Contractor must perform the services (if any) with the degree of skill, diligence and care expected from an experienced Contractor in the trade, industry or profession relevant to the goods and/or services.

2.3. The Contractor must supply the goods and/or services at the delivery place stipulated in Schedule 1, Item 2 and by the time or times stipulated in Schedule 1, Item 1 ("completion date").

2.4. The Contractor hereby represents to the Customer that:

a. the goods and/or services correspond to the description in the Contract and conform to all relevant specifications, drawings, samples and/or descriptions therefor (including those in Schedule 3 and 4);
b. the goods and/or services are fit and sufficient for the purpose for which they are intended;
c. the goods and/or services are of the quality specified in the Contract or, if no quality is specified, in the case of goods, the best merchantable quality;
d. the goods are free of all defects and will operate satisfactorily and reliably;

e. the goods are free of all liens and encumbrances and the Contractor has good title to them; and
f. the goods and/or services strictly comply with all applicable Australian laws, regulations, standards and codes as detailed in the technical specifications and drawings within IFC Packages Rev.1 listed in Schedule 4;
g. the Contractor will supply the relevant documents and drawings in accordance with the latest revision as per Contractor Document and Data Requirements List ("SDDRL") attached in Schedule -3 (as part of the Scope of Work and Supply);
h. the Contractor will supply the relevant documents and drawings in accordance with the latest revision and any changes in the reference documents and drawing listed in "Issued for Construction (IFC) Package Rev.1 List" in the Schedule 4 and any approved Technical Queries (TQ's) by the Customer and Customer's Client.

2.5. The Contractor acknowledges that the obligations in clause 2 are essential conditions of the Contract.

3. Price

3.1. The Customer must pay the Contractor the price stipulated in the Purchase Order for the goods and/or services as specified in Schedule 1 - PARTICULARS.

3.2. The price is fixed and firm as specified in Schedule 1- PARTICULARS, Items 6 and 7. The price shall be inclusive of all charges and expenses, including, labour, travel, accommodation, any packaging, packing, loading, unloading, shipping, carriage, insurance and delivery requirements of this Contract. This clause is only applicable for the scope defined in this contract.

3.3. All expenses are included in the fixed and firm price as per Purchase Order. Expenses related to additional scope of work, if approved by the Customer, are chargeable at cost + [redacted]%.

3.4. The price shall be payable in the currency stated in Schedule 1, Item 3.

3.5. Any increase in the cost of manufacture, delivery and/or supply of the goods and/or services between the date of the Contract and the date of delivery or supply shall be borne by the Contractor.

4. Bond and retention money

4.1. Provision of bond by the Contractor

If Schedule 1, Item 4 (a) specifies that a bond is required, the Contractor shall, within 14 days of the date of the Purchase Order, provide the Customer with a bond or letter of credit issued by a first class international bank in the amount specified in Schedule 1, Item 4 (a) to ensure proper performance by the Contractor of its obligation under the Contract. The bond or letter of credit shall be unconditional and in a form and with a provider approved by the Customer. Upon delivery of the goods or completion of the services in accordance with clause 6, the bond or letter of credit shall be reduced by the percentage or amount specified in Schedule 1, Item 4 (a). Such bond or letter of credit shall be denominated in the currency stipulated under Schedule 1, Item 3. No payment otherwise due under the Contract shall become payable until the bond or letter of credit is executed and delivered to the Customer as required by this clause 4.1.

4.2. Provision of retention money by the Contractor

If Schedule 1, Item 4 (b) specifies that retention money is required, the Customer shall be entitled to retain out of the amount which would otherwise be payable to the Contractor such retention money as are set out in the Schedule 1, Item 4 (b). Upon delivery of the goods or completion of the services in accordance with clause 6, the retention money shall be reduced by the percentage or amount specified in Schedule 1, Item 4 (b).

4.3. Recourse to bond and retention money by the Customer

The Customer may have recourse to the bond and/or retention money if an amount claimed or claimable by the Customer from the Contractor under or by virtue of any provision of the Contract or otherwise at law remains unpaid within five (5) days from the Customer's notification to pay it. Subject to the Customer's rights under this Contract, and unless otherwise stipulated under Schedule 1, Item 4, the bond (or if the Customer has had recourse to the bond, the funds remaining (if any) after satisfying any liability of the Contractor) and any remaining retained money shall be released within thirty (30) days of the expiry of the Defect Liability Period specified in clause 11.

[redacted]

5. Taxes

5.1. The price is inclusive of all taxes, levies, duties, dues, customs and export duties, turnover taxes, surcharges, sales taxes, stamp duties and withholding taxes of any nature, present and future, that may be levied upon exportation in the country of the Contractor. The Contractor will pay them directly to the appropriate administrations.

6. Delivery, Completion and Testing

6.1. In respect of the goods and services, except as otherwise provided elsewhere in the Contract, delivery shall be deemed to have occurred when:

a. the finished goods are delivered to the place and by the date specified in Schedule 1, Item 1 and Item 2;
b. the Contractor has obtained from the Customer or its authorised agent a signed receipt or delivery docket;
c. services completed per AS/NZS 3000 and AS/NZS 3017 with no non-conformance
d. detailed Hazardous Area inspection per AS/NZS 60079 is completed with no non-conformance
e. any rectification work required by the project nominated Hazardous Area Auditor has been completed to the satisfaction of the Hazardous Area Auditor
f. the goods and services have passed any acceptance tests specified in the Contract; and
g. the Customer or any third party authorised by the Customer has inspected the goods and satisfied itself that they are apparently in conformity with the requirements of the Contract.

6.2. In respect of the services, except as otherwise provided elsewhere in the Contract, completion shall be deemed to have occurred when the services have been completed by the Contractor at the time and place specified in the Contract and when the Customer or any third party authorised by the Customer has inspected the services and satisfied itself that they are apparently in conformity with the requirements of the Contract.

6.3. Delivery or completion shall not have taken place until the Contractor has provided all as-built design drawings, test results, specifications and technical information including installation, testing, operating, repair and maintenance manuals, and all other documents (including any drawings and documents specified in the SDDRL in Schedule 3) and things specified in the Contract or reasonably required to use the goods and/or services for their intended purposes. If the Contractor fails to provide promptly the documents listed above, the Customer may withhold any payment otherwise due on delivery or completion until such documents are provided by the Contractor.

6.4. The Customer or any third party authorised by the Customer may inspect and test the goods and/or services at any time prior to their delivery, collection or completion provided a reasonable advance notice of such inspection or test is given to the Contractor. If tests are required to be conducted by the Contractor under the Contract, the Contractor shall give at least ten (10) working days' prior notice to the Customer, and the Customer or any third party authorised by the Customer may attend such tests.

6.5. The Contractor shall ensure all the tests to be carried out by the Contractor under the Contract are to be performed by certified professionals who meet industry recognised requirements in the related inspection and test fields.

7. Risk and Title

7.1. Risk of loss of or damage to the goods shall transfer to the Customer on delivery of the goods in accordance with clause 6 and the applicable Incoterm specified in Schedule 1, item 2.

7.2. Title in the goods shall transfer to the Customer upon delivery of the goods or completion of the services in accordance with clause 6 or upon payment to the Contractor of the price, whichever happens earlier.

7.3. The Contractor shall immediately advise the Customer of any loss of or damage to the goods in transit. This clause is only applicable for the scope defined in this contract.

7.4. If the Customer provides any free issue equipment to the Contractor, the risk of loss of or damage to such equipment shall transfer to the Contractor on delivery of the equipment.

8. Payment

8.1. Unless Schedule 1, Item 5 provides for periodic progress payments or for payment by milestones, the Contractor may only submit a claim for payment after all of the goods and/or services have been delivered and/or completed in accordance with clause 6.

8.2. The amount otherwise payable by the Customer to the Contractor shall be reduced by any amount due from the Contractor to the Customer or that the Customer is entitled to be paid, or to deduct, set off or withhold under the Contract or under any other contract with the Contractor, for breach or otherwise, which amount shall be a debt owing from the Contractor to the Customer.

8.3. Subject to clause 8.2 and any other right of the Customer to withhold money in the Contract, the Customer shall pay the Contractor by electronic funds transfer to the Contractor's nominated account the amount of the claim due to the Contractor within 30 Calendar days after the end of the month in which the claim for payment is submitted.

8.4. The Contractor shall give in respect of a claim for payment, a statutory declaration by the Contractor or documentary evidence (reasonably acceptable to the Customer) of the payment of money due and payable to:

a. workers of the Contractor, and
b. Contractors or subcontractors of the Contractor,

In respect of the goods and/or services the subject of that claim.
The Customer may withhold moneys otherwise due and payable in respect of the any claim for payment until the Contractor complies with this clause 8.4.

9. Variations

9.1. The Customer may direct the Contractor to vary the goods and/or services to be supplied under the Contract and the Contractor shall comply with such direction. The price of any variation shall be agreed between the parties.

9.2. If the Contractor believes it is entitled to claim a variation, the Contractor must notify the Customer of its intention to submit a claim for a variation within two (2) days of the date of any direction to vary goods or services given by the Customer. The Contractor must then submit the claim with full supporting details within five (5) days in the form required by the Customer. The Contractor shall not be entitled to a variation in the price or any payment in respect thereof unless it complies with the provisions of clause 9.2.

10. Insurance and Indemnity

10.1. During the Contract, the Contractor shall at its own cost and in a form acceptable to the Customer, maintain the following insurance:

a. workers compensation insurance in accordance with the applicable regulations;
b. insurance of its own plant, equipment and vehicles for their replacement value;
c. an occurrence based public and product liability insurance covering liability arising out of any injury to or death of any person or any loss of or damage to any property, including any loss of use, for an amount not less than AU$10,000,000 in respect of any one occurrence;
d. if the supply of the goods or provision of the services involves the provision of professional services (such as design, engineering, inspections or consulting services), a professional indemnity insurance to a minimum value of AU$10,000,000 for each and every claim in respect of liability arising by reason of any act, omission or error of the Contractor in performance of the professional services. If the activities mentioned in this clause are not relevant, this clause will not apply; and
e. if the performance of the Contract involves transportation of the goods, a transit insurance covering loss of or damage to the goods during transit by any means.

The policies in clause 10.1(b), (c) and (e) shall cover the respective rights, interests and liabilities of the Customer and the Contractor, contain a cross liabilities and waiver of subrogation against another insured clause and be endorsed to the effect that the policies will respond in priority to any insurance of the Customer for the same risk.

The policy in clause 10.1(d) shall be maintained for a period of 7 years after delivery and or completion of the goods and/or services by the Customer.

At the date of the Contract and whenever requested by the Customer, the Contractor shall provide to the Customer written evidence that the required insurances have been effected. If after being so requested by the Customer, the Contractor fails promptly to do so the Customer may withhold payment until such evidence is produced by the Contractor.

10.2. The Contractor shall indemnify and keep indemnified the Customer from and against all claims, liability, loss and damage howsoever arising out of or in connection with any breach of the Contract by the Contractor/Sub-Contractor or any act or omission of the Contractor/Sub-Contractor in respect of the goods or services. However the Contractor's liability to the Customer under this paragraph that arises as a direct result of the goods supplied shall be reduced proportionally to the extent that an act or omission of customer may have contributed to the loss of damage.

11. Defects Liability

11.1. Without limiting any of the Customer's rights under the Contract or in general law, the Contractor hereby guarantees the goods and/or services against any omissions, defects or failures (whether or not apparent) at any time from the date of delivery of all of the goods and/or completion of the services for the period as set out in Schedule 1, Item 8 ("Defects Liability Period").

11.2. Without limiting any other rights of the Customer, if the Contractor is notified of any omissions, defects or failures during the Defects Liability Period, the Contractor shall, at the option of the Customer:

a. refund the price for and, where applicable, remove the goods;
b. repair, modify or replace, at the Contractor's expense, the goods; and/or
c. resupply the services,

and the Contractor shall be liable for all resulting costs and expenses incurred by the Customer directly attributable to the defect and failure of the goods, including but not limited to, where applicable, any costs and expenses incurred by the Customer in recovering the goods, returning them to the Contractor, re-installing and re-commissioning them.

11.3. the Customer may, at its option, have any repair, modification or replacement of the goods or resupply of the services referred to in clause 11.2 undertaken by a third party or undertake the repair, modification, replacement or resupply itself, and all resulting costs and expenses shall be borne by the Contractor.

12. Intellectual Property

12.1. The Contractor hereby grants to the Customer a perpetual, irrevocable, non-exclusive, royalty-free, transferable license (with the right to sub-license to the Customer's client under the Head Contract) to use all intellectual property (whether owned by the Contractor or not) associated with the goods and/or services for the installation, use, support, repair, maintenance or alteration of the goods and/or services.

12.2. The Contractor warrants that:

a. the supply of the goods and/or services by the Contractor to the Customer and the license granted by the Contractor pursuant to clause 12.1 does not infringe the intellectual property rights of any third party; and
b. the goods and/or services are not subject to any intellectual property rights of any third party that in any way restrict the rights of the Customer or its customers to use or sell the same.

13. Suspension and termination

13.1. The Customer may terminate or suspend the Contract:

a. immediately by notice to the Contractor, if the Contractor is in breach of the Contract and fails to remedy the breach within seven (7) days of the receipt by it of a notice in writing from the Customer specifying the breach and requiring the Contractor to remedy it;
b. immediately by notice to the Contractor, in the event of non-compliance by the Contractor, its subcontractors or agents with workplace health and safety regulations or requirements in clause 15 or in case of serious imminent danger; or
c. on 30 days' written notice with reason;
d. immediately upon suspension or termination of the Head Contract for any reason.

13.2. The Customer shall not be liable for any loss, cost or damage arising by reason of suspension or termination of the Contract pursuant to clause 13.1, but if the Contract is suspended or terminated under clause 13.1(c), the Customer will pay for the work completed by the Contractor up to the date of termination and any reasonable costs of insurance and storage incurred by the Contractor (subject to the Customer's prior approval). Suspension or termination of the Contract shall be without prejudice to the rights of either party accruing prior to suspension or termination.

13.3. The Customer may immediately by notice to the Contractor terminate the Contract or take out of the Contractor's hands the whole or part of the work remaining to be completed if the Contractor is or states that it is insolvent or likely to become insolvent, is or likely to become financially unable to proceed with the Contract, is subject to an application or an order for the appointment of a liquidator or administrator, is subject to any form of external administration, enters a deed of company arrangement with its creditors or is wound up or likely to be wound up.

14. Extension of time and Liquidated Damages

14.1. Extension of Time

If the Contractor is delayed in the supply of the goods and/or services under the Contract by any act or omission of the Customer or any other cause for which the Customer is entitled to an extension of time under the Head Contract, then the Customer may grant an extension of time to the completion date as may in all the circumstances be fair and reasonable.

The Contractor shall notify the Customer of any intention to submit a claim for an extension of time within two (2) days of the delaying event. The notice shall be followed by the claim with full supporting details (in the format required by the Customer, if any) within five (5) days of the delaying event. The Contractor shall not be entitled to an extension of time unless the Contractor complies with this clause 14.1.

The Contractor shall not be entitled to an extension of time if the Contractor can perform its obligations to supply the goods or provide the services by the completion date without an extension of time even though to do so may require the Contractor to commit extra resources or incur extra expenditure to make up the time lost.

14.2. Liquidated damages for delay

Without prejudice to the Customer's right to terminate the Contract under clause 13, if the Contractor fails to perform its obligations to supply the goods or provide the services by the completion date, the Contractor shall be liable to the Customer for liquidated damages specified in Schedule 1, Item 9.

The parties agree that these liquidated damages represent a fair and genuine pre-estimate of the losses which the Customer is likely to suffer as a result of the delay in delivery of the goods or completion of the services. If these liquidated damages are found to be a penalty or if no liquidated damages are specified in Schedule 1, Item 9, the Contractor shall be liable to pay general damages at law in respect of its breach of the obligation to supply the goods and/or services by the time or times stipulated in the Contract.

15. Safety

15.1. The Contractor must maintain safe working conditions at all times, and comply with the relevant workplace health and safety and environmental laws and regulations, any of the Customer's and its Client's workplace health and safety and environmental policies brought to the Contractor's attention.

15.2. During the Contract, the Contractor must provide, maintain and update the following documentation:

a. Any technical specifications and drawings necessary for the safe execution of the Contract;
b. Material Safety Data Sheets; and
c. Prevention plan (or equivalent) approved by the Customer that must include information such as the description of the safety organisation implemented by the Contractor with defined responsibilities, identification of critical activities and analysis of corresponding risks, works permits necessary, prevention measures, instructions relating to environmental protection, health related measures, procedures in emergency/accident situations).

15.3. The Contractor must ensure at all times that necessary protective equipment is provided and that any equipment and tools used for the supply of the goods and/or services are in safe working condition.

15.4. The Contractor shall ensure that any subcontractor complies with the relevant occupational health and safety and environmental laws and regulations, as well as any of the Customer's occupational health and safety and environmental policies.

16. Entire Contract

The Contract constitutes the entire agreement between the Contractor and the Customer and supersedes all previous communications, whether oral or written, relating to the subject matter of the Contract.

17. Severance

If any provision or part of any provision of the Contract is invalid, illegal or unenforceable, such provision or part thereof shall be severed here from and the remainder shall continue in full force and effect.

18. Waiver

Any waiver by the Customer of strict compliance with the Contract shall not (i) be deemed a waiver unless it is in writing and signed by an authorised officer of the Customer; (ii) be deemed a continuing waiver of compliance.

19. Governing Law

The Contract shall be governed by the law of Queensland, Australia. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the supply of any goods or services pursuant to the Contract.

20. Settlement of disputes

20.1. If a dispute arises out of or relates to the Contract, the parties shall endeavour in good faith to settle the dispute by mediation administered by the Australian Commercial Disputes Centre (ACDC) or its successor body before having recourse to arbitration or litigation as follows:

a. a party claiming that a dispute has arisen, must give written notice to the other party to the dispute specifying the nature of the dispute;
b. on receipt of the notice specified in clause 20.1(a), the parties to the dispute must within 14 days of receipt of the notice seek to resolve the dispute;
c. if the dispute is not resolved within 14 days or within such further period as the parties agree then the dispute is to be referred to ACDC;
d. the mediation is to be conducted in accordance with ACDC Guidelines for Commercial Mediation operating at the time the matter is referred to ACDC which set out the procedures to be adopted, the process of selection of the mediator and the costs involved and which terms are deemed incorporated;
e. this clause will not merge on completion.

The provisions of this clause 20.1 shall not prevent a party from seeking urgent interlocutory relief in relation to any claim pursuant to this agreement or in equity, common law or statute.

20.2. If the dispute is not settled in accordance with clause 20.1 and the Contractor is located within Australia, the parties agree to submit to the jurisdiction of the courts of New South Wales, Australia and any courts having appellate jurisdiction from them.

20.3. If the dispute is not settled in accordance with clause 20.1 and the Contractor is located outside Australia the following shall apply:

Any dispute between the parties arising out of or in connection with this Contract which cannot be amicably resolved shall be finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with such Rules. The arbitration proceedings shall take place in Sydney (Australia) and the language of such proceedings shall be English. The decision of the arbitrator shall be final and binding on the parties and there is no right of appeal or other proceeding to review, reverse or otherwise modify the arbitral decision.

[redacted]

21. Assignment and subcontracting

The Contractor must not assign or subcontract any of its rights or obligations or transfer any of its liabilities under the Contract to any person without the Customer's prior written consent. With any request for such consent, the Contractor shall give the Customer written particulars of the assignment or subcontract and any additional information reasonably requested by the Customer, including the proposed subcontract documents without prices.

22. Incoterms

Delivery acronyms such as EXW, FOB, CIF, and DDP etc… used in the Contract shall be interpreted in accordance with INCOTERMS 2010 edition as published by the International Chamber of Commerce.

23. Language

Should the text of this Contract exist in other languages than the English one, the present English version shall prevail over all other language versions. All communication, notices and technical documentation between the parties shall be in the English language.

24. Relationship

The relationship between the parties is that of independent contractors. This Contract does not evidence or create an agency, partnership or similar relationship between the parties. Neither party hereby acquires any rights to use in advertising, publicity or other marketing or manufacturing activities any name, trade name, trademark, service mark or other designation of the other party (ies).

[redacted]

SCHEDULE 1 – PARTICULARS

Item 1. **Completion date**	As per 1.2 (b) Standard batch (8 skids) delivery time for complete scope of work – 20 days from delivery of mechanically completed skids to place shown in SCHEDULE 1 – PARTICULARS, Item 2, Delivery Standard delivery time for HA Inspection only – 1 day per skid
Item 2. **Delivery**	Ex-Works (Brisbane, Queensland)
Item 3. **Currency**	AUD
Item 4. **Bond and retention money**	(a) Is a bond/letter of credit required? No (b) Is retention money required? No
Item 5. **Payment Claims**	• Periodic progress payment No • Time for periodic progress claim: Not applicable **Or** • Payment by milestones Yes • Time for milestones claim: a. 15% of the price - after order placement b. 30% of the price - on evidence of all purchased material; under Contractor scope of supply (Schedule 4 – Technical Specifications) c. 55% - On delivery of all deliverables and successful Hazardous Area compliance pursuant to the Contract (Refer clause 6.1)
Item 6. **Price Validity and Adjustment**	Prices are fixed and firm for one year, and subject to annual review and mutual agreement by Company and Contractor following from 1st xxxx of each year, starting with 1st xxxx 2017. Prices shall be fixed annually, and renegotiated during the first quarter each year for application from the following 1st xxxx based on mutually agreed cost model. The base line price may be adjusted on a yearly basis and other market price escalations that may be applicable. Each year Company and Contractor will establish the new baseline price, and this shall be used to measure any cost savings resulting from implementation of continuous improvements and efficiency gains.
Item 7. Base Price	
Item 8. **Defect liability period**	The defects liability period is 72 months after delivery of the Goods.
Item 9. **Liquidated Damages**	No

[redacted]

SCHEDULE 2 – SPECIAL CONDITIONS

1. INTERPRETATION AND CONSTRUCTION OF CONTRACT

1.1 In this Part, except where the context otherwise requires:

Business Days means a day that is not a Saturday or Sunday or a public holiday, special holiday or bank holiday in Brisbane and does not include 22, 23, 24, 27, 28, 29, 30 and 31 December and 2 to 10 January.

EA means an environmental authority that provides conditions by which certain activities are to be carried out within a specified area (and which, if applicable, the Customer will supply to the Contractor).

EMP means an environmental management plan, a document which integrates and implements any environmental management commitments, conditions and statutory requirements that any development proposal may or must observe (and which, if applicable to the services, the Customer will supply to the Contractor).

Environmental Documents means:

(a) the Land Access Approval; and

(b) the EA; and

(c) the ESA Map; and

(d) all applicable permits, licenses, approvals, authorisations or other consents; and

(e) the EMP; and

(f) such other documents as may be designated “environmental documents” by the Parties from time to time.

Environmental Incident means:

(a) an occurrence or incident relating to the environment which the Contractor Group is obliged to report to the authorities under any applicable laws or which is a breach of any legislative requirements; or

(b) any significant damage to the environment in or around the the Customer Group site caused by or arising in connection with the services; or

(c) any "contamination incident" as that term is defined in the Environmental Protection Act 1994 (Qld).

EPBS has the meaning given to that term in the Administrative Guidelines.

ESA Map means an environmentally sensitive area map which locates environmentally sensitive areas (and which, if applicable to the services, the Customer will supply to the Contractor).

Land Access Approval means a document which, if applicable to the services, the Customer will supply to the Contractor and which details (amongst other things):

(a) environmental conditions; and

(b) cultural heritage conditions; and

(c) land access rules and conditions; and

(d) landholder conditions.

Project Plans means any plans to be developed and implemented by the Contractor under Article 3 (including any plans required for or under any permits, licenses, approvals, authorisations or other consents).

P&G Legislation means the Petroleum and Gas (Production and Safety) Act 2004 (Qld) and the Petroleum and Gas (Production and Safety) Regulation 2004 (Qld).

Unlawful Environmental Harm has the meaning given to that term under the Environmental Protection Act 1994 (Qld).

WHS Legislation means all statutes, regulations and other subordinate legislation in force in the State of Queensland in respect of work health and safety, including the Work Health and Safety Act 2011 (Qld), the Electrical Safety Act 2002 (Qld), the Petroleum and Gas (Production and Safety) Act 2004 (Qld), the Heavy Vehicle National Law Act 2012 (Qld) and associated regulations.

2. PERSONAL PROPERTY AND SECURITIES

2.1 Words or expressions used in this Article 2 have the meaning given to them under the Personal Property Securities Act 2009 (Cth).

2.2 The Contractor acknowledges and agrees that the Contract may give rise to one or more security interests in relation to which the Customer:

(a) is a secured party; and

(b) may register one or more financing statements.

2.3 The Customer may from time to time give notice to the Contractor requiring it to immediately provide all necessary information (including serial numbers) and take all necessary action (including obtaining any consent or agreement or giving any notice) to enable the Customer to register one or more financing statements or financing charge statements with respect to any security interest held or intended to be held by the Customer under the Contract.

3. PROJECT PLANS

3.1 The Contractor must develop and submit the detailed Project Plan to the Customer for review, comment and evaluation in accordance with the Contract.

3.2 The Contractor must comply with and implement the detailed Project Plan during the term of the Contract and continue to develop and promptly amend or update the Project Plan to take into account any variations, changes in legislative requirements and other circumstances which may have an effect on the carrying out of services, each as directed or approved by the Customer.

3.3 Any review, approval, consent, instruction, advice and the like given to the Contractor under the Contract (or not given, as the case may be), or any inspection or witnessing of tests, by the Customer or the Customer's representative, will not relieve the Contractor from any obligation, duty or liability under the Contract.

4. WORK HEALTH AND SAFETY

4.1 The Contractor must:

[redacted]

(a) comply with all applicable laws, including:

(i) the Electrical Safety Act 2002 (Qld); and

(ii) the WHS Legislation; and

(b) in relation to the services, not cause the Customer to breach any applicable laws relating to safety including the legislation mentioned in Article 4.1(a) above.

4.2 Without limiting the generality of Article 4.1 the Contractor must:

(a) not interfere with, disturb, impede or obstruct the performance of a principal contractor's duties or an operator's duties under any applicable WHS Legislation; and

(b) cooperate and comply with any directions given by a principal contractor or an operator under any applicable WHS Legislation; and

(c) not cause a principal contractor or an operator to breach any applicable WHS Legislation in relation to the supply of the services.

4.3 In performing its obligations, duties and liabilities under the Contract, the Contractor must comply with and not put the Customer in breach of any legislative requirement relating to HSE including the WHS Legislation.

4.4 The Contractor must comply with the Customer's or principal contractor's Go/No-Go criteria and must develop and submit a work, health and safety management plan to the Customer prior to commencing any site based services (which plan will, once approved, become a Project Plan for the purposes of the Contract).

4.5 The Contractor represents and warrants that it has taken all reasonable steps to obtain a copy of the document entitled "Safe Work Method Statement" prepared by or on behalf of the Customer identifying high risk construction work that will be carried out as part of services and containing the information required by the WHS Legislation, and it will carry out services in a manner that is consistent with that document.

4.6 The Contractor warrants to the Customer that:

(a) it has been provided with written information in relation to hazards and risks at or in the vicinity of the workplace where services is to be carried out; and

(b) it has satisfied itself as to the hazards and risks at or in the vicinity of the workplace where services is to be carried out and all other matters which could affect progress or carrying out of services.

4.7 Any failure by the Contractor to take account of the matters referred to in Article 4.6 will not relieve the Contractor from its obligations, duties or liabilities under the Contract.

5. OBLIGATIONS OF OPERATOR

5.1 The Contractor acknowledges and agrees that the Customer or its client (or their nominee) will be appointed as the operator under the P&G Legislation.

5.2 The Contractor must:

(a) not interfere with, disturb, impede or obstruct the performance of the operator's duties under the P&G Legislation; and

(b) cooperate and comply with any directions given by the operator under the P&G Legislation; and

(c) not cause the operator to breach the P&G Legislation in relation to the carrying out of services.

6. NATIVE TITLE

6.1 The Contractor acknowledges and agrees that neither the Customer nor its client nor any of their respective personnel nor any other person has made or given to the Contractor any representation, advice or warranty as to the existence or otherwise of any native or aboriginal title, or any claim or application under any applicable law relating to native title, including any application under section 61 of the Native Title Act 1993 (Cth) (Native Title Application), in respect of the Customer's client's site or any adjoining land or any other land.

6.2 As between the Customer and the Contractor:

(a) the Customer will deal with any Native Title Application in respect of any part of the Customer Group site; and

(b) the Customer will pay any compensation or other moneys to be paid to the native title holders of any part of the Customer Group site pursuant to a successful Native Title Application by those native title holders.

6.3 If there is a Native Title Application in respect of any part of the Customer's client's site, the Contractor must continue to carry out and complete the services unless otherwise directed by the Customer, ordered by a court or tribunal or required by any applicable legislative requirements.

6.4 The Contractor must comply with all reasonable directions of the Customer concerning any Native Title Application and its consequences, and the terms of any Indigenous land use agreements that are entered into by the Customer pursuant to the Native Title Act 1993 (Cth) to the extent such terms are disclosed to the Contractor.

7. ABORIGINAL CULTURAL HERITAGE

7.1 The Contractor must take every reasonable precaution in carrying out services to:

(a) comply with any agreements negotiated by the Customer with relevant Aboriginal parties dealing with management of Aboriginal cultural heritage to which services is subject to the extent such terms are disclosed to the Contractor; and

(b) take every reasonable precaution in carrying out services to prevent any fossils, bones, artefacts, coins and articles of antiquity, structures or remains of historic, scientific, social, cultural or archaeological significance to present, past or future generations and includes Aboriginal cultural heritage as defined in the Aboriginal Cultural Heritage Act 2003 (Qld) (Artefacts) being damaged, disturbed or removed; and

(c) upon the discovery of any Artefact:

(i) immediately notify the Customer of the discovery of the Artefact; and

(ii) ensure the Artefact is protected and not disturbed and comply, and ensure all personnel comply, with any directions or orders imposed by any relevant authorities, and any directions of the Customer, in respect of the Artefact.

7.2 If a stop order is made with respect to the Customer's client's site in accordance with the Aboriginal Cultural Heritage Act 2003 (Qld), the Contractor must continue to perform its obligations, duties and

liabilities under the Contract (except to the extent the Contractor is otherwise prevented from performing its obligations as a result of the stop order) and comply with any directions of the Customer in relation to such a stop order (including a direction to suspend services under the Contract).

ENVIRONMENTAL PROTECTION

7.3 In performing the Contract the Contractor must comply with and not put the Customer in breach of any legislative requirement relating to the environment and the Environmental Documents.

7.4 The Contractor must immediately notify the Customer in writing of any non-compliance or potential non-compliance with any conditions or requirements of any legislative requirements relating to the environment or Environmental Documents in the carrying out of services and provide details of the corrective or preventative actions undertaken or proposed to be undertaken to remedy the same.

7.5 The Contractor must ensure that all personnel who are to enter the Customer Group site have, before entering the Customer Group site, received a copy of, read and understood the Environmental Documents and comply with this Article 7.

7.6 The Contractor must take all reasonable steps to ensure that it and its personnel do not disperse the Reproductive Material of any Declared Pest (as those terms are defined in the Land Protection (Pest and Stock Route Management) Act 2002 (Qld)) when entering or leaving the Customer Group site. This Article will not apply if dispersal is authorised under the Land Protection (Pest and Stock Route Management) Act 2002 (Qld).

7.7 Where a vehicle clean down or vehicle inspection is required to comply with Article 7 or any Environmental Documents, the Contractor must, if requested by the Customer, produce to the Customer a record that demonstrates that the vehicle clean down and/or vehicle inspection has been completed.

7.8 To the extent that the Contractor causes or contributes to an Environmental Incident or Unlawful Environmental Harm on or to the Customer's client's site or any adjoining land (Event) the Contractor must immediately and in any event no later than 1 day after becoming aware of the Event:

(a) report the Event to the Customer, including providing copies of all notices, orders, directions and other documents received from any authority in relation to the Event; and

(b) fully investigate the Event and immediately advise the Customer in writing of the outcome of the Contractor's investigation, including actions proposed to be taken to remediate any Unlawful Environmental Harm and prevent recurrence of the Event; and

(c) take all reasonable steps to:

(i) remediate any Unlawful Environmental Harm and any damage to the environment as a consequence of the Event; and

(ii) prevent recurrence of the Event,

to the reasonable satisfaction of the Customer.

7.9 If the Contractor removes any contaminated material from the Customer's client's site (whether or not required by any authority) in accordance with the requirements set out in the Contract with respect to such removal (or if none are specified, in the manner directed by the Customer in writing) then, as between the Customer and the Contractor, ownership in all such material transfers to the Contractor immediately on the material leaving the Customer's client's site.

[redacted]

8. TAX CONCESSIONS

8.1 The Contractor must:

(a) promptly upon request provide to the Customer details of any plant and materials that may be "eligible goods" for the purposes of the EPBS (in accordance with the relevant Administrative Guidelines), including details in relation to the value of such plant and materials; and

(b) promptly upon request provide to the Customer written updates regarding the Contractor's progress in seeking tenders for any good or materials that are or may be eligible goods for the purposes of the EPBS; and

(c) promptly and in any event no later than 14 days after a request to do so provide to the Customer sufficient details and information to enable the preparation and submission to the relevant authority of any Australian Industry Participation Plan (AIP Plan) which complies with the requirements of the Administrative Guidelines; and

(d) promptly upon request provide to the Customer such other information and assistance (including preparing any reports) required to enable the Customer to obtain EPBS customs duty concessions with respect to any plant and materials; and

(e) in a timely manner provide to the Customer whatever assistance and or information is requested by the Customer to ensure compliance with any Australian Industry Participation Plan; and

(f) comply with any request made by the Customer under this Article 8 so as to enable the Customer to meet any time frames imposed by legislative requirements to obtain refunds or concessions referred to under this Article 8.

8.2 Where the Contractor is granted a customs duty concession and there is a change in legislative requirements, the introduction or expansion of a free trade agreement, a tariff amendment, or any other event that results in a reduction in customs, excise or import duty rates applicable to imported plant and materials, the Contractor must pass on in full any customs or import duty savings or remit in full the proceeds of any customs or import duty refunds to the Customer. The Contractor must promptly (and in any event no later than 14 days after the imported plant and materials arrive into Australia) inform the Customer in writing of any changes in this regard.

8.3 The Customer may make applications for EPBS customs duty concessions for plant and materials. To assist the Customer in obtaining these concessions, the Contractor must provide all documents, information and assistance reasonably requested by the Customer in a timely manner in relation to applications for exemptions, concessions or reductions of customs duty.

8.4 If the Contractor intends to apply for an exemption, concession or reduction in customs duty on plant and materials, the Contractor must provide to the Customer:

(a) the terms of the proposed exemption, concession or reduction application; and

(b) any other information relating to the application reasonably requested by the Customer,

No later than 3 months prior to the proposed date of importation of such plant and materials, the Contractor must notify the Customer whether an exemption, concession or reduction was granted, and if so the extent of the exemption, concession or reduction, as soon as possible after the Contractor becomes aware of the result of the exemption, concession or reduction application. If the concession application is successful, the Contractor must authorise payment of an amount equal to the customs duty saving directly into the nominated bank account.

8.5 Where the Customer identifies that there is an opportunity to obtain a refund of customs duty for plant and materials the Contractor must:

(a) provide all documents, information and assistance reasonably requested by the Customer in a timely manner in relation to applications for exemptions, concessions, refunds or reductions of customs duty payable; and

(b) authorise the payment of any customs duty refunds to be paid directly into the Customer's nominated bank account.

8.6 Where the Contractor identifies that there is an opportunity to obtain a refund of customs duty for plant and materials the Contractor must:

(a) notify the Customer in writing of the refund opportunity no later than 14 days of the opportunity being known to the Contractor; and

(b) apply for the identified custom duty refund as soon as practical and in any event no later than 6 months from the date of importation; and

(c) provide all documents, information and assistance reasonably requested by the Customer in a timely manner; and

(d) authorise the payment of any customs duty refund/s to be paid directly into the Customer's nominated bank account.

8.7 The Contractor will be the nominated importer of record for all EPBS eligible plant and materials and must:

(a) make all necessary arrangements and prepare all relevant paperwork for the export and import of plant and materials, including applying for all import and quarantine licenses and / or approvals as appropriate; and

(b) comply with all applicable laws in relation to the importation of plant and materials; and

(c) comply with all the Customer directions in relation to the import of the plant and materials; and

(d) where the plant and materials are being imported from a country with which Australia has a free trade agreement, do all things necessary to ensure relevant free trade agreement conditions are met and documentation obtained to support a claim for preferential treatment.

8.8 The Contractor must utilise the customs broker nominated by the Customer for all importations of all plant and materials.

8.9 The Contractor must notify the Customer in writing of any temporary importations no later than 14 days after the date of importation of the relevant plant and materials by providing the Customer with all relevant import documentation to support a claim for duty drawback and must authorise any resulting customs or import duty saving to be paid directly into the Customer's nominated bank account.

8.10 It is the Contractor's responsibility to submit to the Customer relevant invoices and supporting import documentation to substantiate refunds of customs duty previously contractually agreed are owing to the Contractor no later than 28 days after the date of importation.

8.11 To the maximum extent permitted by law:

(a) the Customer will make available to the Contractor all concessions enjoyed by or available to the Customer in respect of customs and excise duties, taxes and charges, including clearing and brokerage charges, paid or payable for or in respect of import or export in respect of any personal property of the Contractor Group; and

(b) the Customer will not reimburse the Contractor for customs or excise duties paid unless the Contractor has complied with all of its obligations, duties and liabilities under this Article 8, including providing the concession information to the Customer no later than the time specified in Article 8.4.

8.12 Where, after the Effective Date, any dumping or countervailing action is commenced in relation to all or part of any plant and materials provided by the Contractor as part of the services any resulting taxes, duties, levies, charges, surcharges, withholdings, deductions, statutory payments, contributions and any interest, fines or penalties thereon will be for the Contractor's account.

9. LOCAL INDUSTRY REPORTING

9.1 As part of the project acceptance process the Customer is obliged to report regularly to the Australian government on implementation of local content activities.

9.2 The Contractor must:

(a) retain records of all activities, correspondence, transactions, proceedings and any other records relating to, or arising from obligations, duties and liabilities under Article 8 and 9 which support the Local Content Policy; and

(b) provide such information in relation to tenders issued, contracts awarded or local industry participation as may be requested by the Customer from time to time; and

(c) complete and return the local content report using the template that can be found on the Customer's website (http://www.arrowenergy.com.au/careers/Contractors/local-content) to the Customer on a quarterly basis or as otherwise requested by the Customer from time to time; and

(d) complete and return the local content report close-out using the template that can be found on the Customer's website (http://www.arrowenergy.com.au/careers/Contractors/local-content) as a condition precedent to achieving acceptance of the services.

10. FREE ISSUE EQUIPMENT

10.1 The Customer may agree to provide certain equipment (Free Issued Equipment as per listed in Schedule 3 – Section. 3) for incorporating into the scope and services as specified in Schedule 3. The ownership of Customer's Equipment remains the Customer at all times.

10.2 All risk of loss of or damage to Customer's Equipment passes to the Contractor upon delivery of the Customer's Equipment. If any Customer's Equipment becomes defective or is lost, damaged or not properly maintained while under the possession, custody or control of the Contractor, the Contractor must notify the Customer as soon as possible of the extent and circumstances of the loss or damage. The Contractor shall be responsible at its own cost for the replacement of any Customer's Equipment that it has lost and the repair and restoration of any damaged or defective equipment.

11. FORCE MAJEURE

In the event that a Force Majeure occurrence exists and is preventing or delaying performance of any obligation under the Purchase Contract, the party giving notice will be excused from the performance, or timely performance, as the case may be, of such obligation for so long as the circumstances giving rise to such prevention or delay may continue. Notwithstanding the foregoing, no party will be released from its obligations hereunder as a result of any event contributed to by the fault on the part of the party claiming Force Majeure nor will a party be released from its obligations hereunder due to the effects of a Force Majeure occurrence that could have been avoided or mitigated by the exercise of reasonable care and diligence on the part of the party claiming relief. Inability of a party to secure funds will not be regarded as Force Majeure. Company will be relieved from any obligation to make payments for Scope to be provided under the Purchase Contract to Contractor for so long as the supply of such Scope is impacted by Force Majeure.

[redacted]

SCHEDULE 3 – SCOPE OF WORK AND SUPPLY

1. Scope of Work

The Contractor shall:

(a) Unload, unpack and prepare the skids for work

(b) Supply the material as per MTO

(c) Mechanically install the free-issued instruments, Junction box and the impulse line of the slam-shut valve

(d) Perform the complete instrument wiring and earthing

(e) Ensure that the works are carried out in accordance with the project specifications, and related Australian Standards and QLD local regulations

(f) Perform the required tests and inspection as per the Electrical ITP and FAT test sheets

(g) Provide the test results and reports to [redacted] for approval

(h) Make the skids available for collection by the Client (ArrowEnergy)

(i) Rectification of any non-conformance that has been raised by the Client nominated Hazardous Area Auditor.

2. Specific Work Included

2.1 Material Procurement and handling

The Contractor shall:

(a) Procure all the main material listed in the “Material Take-off List Rev.1”

(b) Procure all consumable material e.g. earth lugs, wire labels, Stainless steel cable ties, instrument tags, bolts and nuts, etc as required

(c) Retain sufficient spare material during installation for any unplanned damages

(d) Store the un-installed free-issued items (3 x Pressure Transmitters and 1 x Junction Box per skid) in a properly cleaned indoor location free from moisture and dust.

2.2 Skid Preparation

The skids arrive on site either in a 40ft or 20ft container (if sea freighted) or in airfreight worthiness packaging (if air freighted). The skids are stacked two high within packaging. The Contractor shall consider:

(a) Consider moisture and dust free indoors facilities for work and storage.

(b) Consider a workshop layout which can allow electrical work for a minimum of 8 skids with dimension 1800mm (l) x 1000mm (w) x 1500mm (h) and weight 1.5 Tonnes to be worked on in parallel.

(c) Consider a further indoor storage space for additional 8 skids

(d) Consider an indoor storage area for 8 extra skids in a dusts free and dry environment.

(e) Unload the skids from the container

(f) Remove and disposal of packaging and unpack the skids

(g) Prepare the skids for work. This will include removing the vent (PSV) support as required as for access for installation.

2.3 Mechanical Works

The skids arrive mechanically and structurally completed with inline valves and instruments mechanically installed. The Contractor shall:

(a) Prepare skid frame for mounting as required, e.g. mounting of junction box, instrumentation, cable tray, the multi-pair cable clamp, and removal of the blank flange and gasket from the tapping point of impulse line.

(b) Install the Cable Tray as per the Project Drawings.

(c) Mount the Junction Box at the specified location as per the Project Drawings.

(d) Install the pressure transmitters/Block&Bleed according to the provided hook-up diagram.

(e) Install the impulse line for the Slam-shut valve XV-0009 as per the hook-up diagram.

(f) Install the earth bar and the earthing point C1 as per the earthing arrangement diagram.

2.4 Electrical Works

The Contractor shall:

(a) Run the single-pair cables (signal /power) from all field instruments and valves.

(b) Run the multi-pair cable from the junction box to the 37-pin Marechel plug.

(c) Allow for 300mm diameter loop for single-pair cables at the instrument end.

(d) Complete all barrier glandings on the field instrument side.

(e) Complete all glands and plugs on the junction box and on the multi-pair cable.

(f) Installing ferrule and terminate cables (and label) all single-pair cables and the multi-pair cable at both ends (at the Instruments and the junction box, and at the Marechel plug end) in accordance with the JB termination diagram and manufacturer's termination requirements.

(g) Attach the stainless steel tag plates on both ends of the cables as per the cable schedule.

(h) Run the rigid open-ended conduit for mechanical protection of the 3-core pre-potted cable of the Bartec Limit switch (XS-0009)

(i) Complete earthing as per the cabling/earthing arrangement diagram and other technical queries and project documents.

The instruments and valves housing, junction box, and the in/outlet flanges on water/gas pipes to be earthed.

(j) Use Girder Clips to fix and secure the cables as needed. No drilling of galvanised steel frame is permitted unless otherwise approved by The Customer in advance. Should approval be granted, they need to be re-coated with cold galvanisinhg.

(k) Use Unistrut (or a saddle type clamp) to fix the multi-pair cable to the structure as per the cabling/earthing arrangement.

(l) Ensure the works are carried out by a qualified electrician team who are qualified for electrical work on Hazardous area with Protection grade Ex ‘e’ and Ex ‘d’, and are fully trained and aware of the requirements of Australian Standards AS/NZS 3000, AS/NZS 3017 and AS/NZS 60079.

(m) Ensure the works are carried out in accordance with the specifications, drawings, arrangements, and material take-offs and technical queries and any revised information provided to the Contractor at any time.

(n) Ensure the works are carried out in accordance with the requirements of Australian Standards AS/NZS 3000, AS/NZS 3017 and AS/NZS 60079.

(o) Ensure the works are carried out in accordance with the manufacturer’s standards and instruction manuals.

2.5 Inspection and Testing

The Contractor shall perform all required testing and inspections as per the electrical ITP and FAT document for each skid including but not limited to:

(a) Provide relevant details for test tools and software as per Section 1.3 of FAT

(b) List all authorised test personnel as per Section 1.5

(c) Material identification check as per Appendix-C

(d) Insulation test of the incoming cable drums as per Appendix-D1/2

(e) Insulation test of the cables after being cut as per the cable schedule and before being terminated.

(f) Continuity test of all cables including point-to-point testing (polarity test) of the single pair cables from the field instruments to the junction box, and on the multi-pair cable from the junction box to the Marechel plug as per Appendix-D1/2.

(g) Loop testing of the entire wiring from the field instruments to the Marechel plug as per Appendix-D1/2

(h) Test that the cable screens are flowing and free from earth as per Appendix-D1/2

(i) Torque the flange on the slam-shut valve XV-0009 tapping point. Record the torque setting and provide the flange management records.

(j) Perform installation checks and complete Field Inspection Check sheets (FICs, Appendix-E) for every field instrument, valves and the junction box

(k) Perform a detailed Hazardous Area Inspection for the entire skid in accordance with all relevant sections of AS/NZS 60079 and complete the Hazardous Area Inspection Forms (HAIFs) as per Appendix-F.

(l) Complete the Corrective Action Request Form as per Appendix-B

(m) Complete rectification and re-testing as required.

(n) Ensure that the Skids are complying with Hazardous Area requirements as per AS/NZS 60079 with no non-compliance and is fit for use within the skids classified Hazardous Area in Queensland.

(o) Submit one completed FAT document per skid with no AS/NZS 60079 non-conformance to the Customer (Endress+Hauser) for Review and Approval.

(p) Issue the "Certificate of Compliance" to AS/NZS 60079, AS/NZS 3000 and AS/NZS 3017 for use in Queensland for each skid.

2.6 Documentation

The Contractor shall provide a dossier per skid including:

(a) Complete FAT document including but not limited to material identification records, the internal test records and results as detailed in Section 2.5 subject to the Customer's approval

(b) Qualifications and experience records of the personnel working on skid and performing the tests

(c) Calibration certificates of the tools that have been used for the testing

(d) Certificate of Compliance to the relevant Sections of AS/NZS 60079, AS/NZS 3000 and AS/NZS 3017 and QLD local regulations

(e) Provision of As-Built red-line mark ups on project documentation and drawings included but not limited to JB general arrangement, JB terminal diagram, hook-up diagram, HA Instrument List, Instrument MTO,

2.7 Preparation for shipment

The Contractor shall:

(a) Clean the skids of any residuals and dusts that might have been left from the work

(b) Prepare the skids for shipment including adjusting the vent line to the horizontal position which is safe for transportation.

(c) Repacking the skids to the form that is acceptable for the transportation means if required.

(d) Loading the skids on to the truck or the container that is provided by the shipment Company.

(e) Notify the Customer of skid collection.

2.8 Rectification of Post-delivery of Non-conformance Issues

The Contractor shall:

(a) Negotiate with the Client's nominated Hazardous Area Auditor if any discussion or dispute arises as a result of the facility Hazardous Area Audit.

[redacted]

(b) Rectify any non-conformance issue that has been raised by the Client nominated Hazardous Area Auditor which is in the Electrical Contractor's Scope of work and supply, and/or has been checked or tested by the Electrical Contractor.

2.9 Reporting

The Contractor shall:

(a) A detailed project plan in a Gantt chart and text format approved by the Customer

(b) Weekly Progress Report

(c) Weekly Inventory Report

3. List of Free Issued Equipment pursuant to clause 1.2 (b)

The Customer free issues the following to the place stipulated in Schedule 1, Item 2 and under the terms and conditions specified in Section.10 of this Contract:

Mechanically assembled skid which includes the following equipment:

(a) Emerson Over Pressure Slam Shut Valve as specified in the datasheet FLU-ARW-IAC-DST-00001 , Rev.1

(b) Flowserve Motorised Control Valve as specified in the datasheet FLU-CAJV-IAC-DST-00004, Rev.0

(c) Islex Automatic Gas Release Valve Datasheet (Degasser) as specified in the datasheet FLU-CAJV-PIP-DET-00001_r0, Rev.0

(d) Safety Relief Valve as specified in Datasheet FLU-ARW-IAC-DST-00008 (0) - Safety Relief Valve, if fitted

(e) Safety Relief Valve as specified in Datasheet FLU-ARW-IAC-DST-00009 (0) - Safety Relief Valve, if fitted

(f) Ultrasonic Gas Flowmeter as specified in Datasheet FLU-CAJV-IAC-DST-00002_r1_S Ultrasonic Gas Flowmeter

(g) Magnetic Water Flowmeter as specified in Datasheet FLU-CAJV-IAC-DST-00002_r1_S Ultrasonic Gas Flowmeter

3.1 Items free issued for mechanical assembly/fitting by Contractor

(a) Pressure Transmitter as specified in Datasheet FLU-CAJV-IAC-DST-00005_r0_S PT0008 Casing Pressure Transmitter Datasheet

(b) Pressure Transmitter as specified in Datasheet FLU-CAJV-IAC-DST-00006_r1_S Pressure Transmitter Datasheet PT0003

(c) Pressure Transmitter as specified in Datasheet FLU-CAJV-IAC-DST-00007_r0_S Pressure Transmitter Datasheet PT0005

(d) Assembly certified Junction Box IJB-0001

[redacted]

SCHEDULE 4 – TECHNICAL SPECIFICATIONS

ISSUED FOR CONSTRUCTION (IFC) PACKAGE REV.1

Document No.	Revision	Document Title
99-QM-PR-0020	0	TECHNICAL QUERY PROCEDURE
ORG-ARW-ELE-SPR-00006	3	ELECTRICAL & INSTRUMENTATION EQUIPMENT LIST
ORG-ARW-ELE-FOR-00002	1	FORM – HA CHECK SHEET – INCREASED PROTECTION
ORG-ARW-ELE-FOR-00003	1	FORM – HA CHECK SHEET – FLAME PROOF
99-I-CHK-0001	0	FIELD INSTALLATION CHECK LIST – FIELD INSTRUMENT
99-I-CHK-0024	0	FIELD INSTALLATION CHECK LIST – INSTRUMENT JUNCTION BOX
99-I-CHK-0008	0	FIELD INSTALLATION CHECK LIST – CONTROL VALVES
FLU-ARW-IAC-DST-00001	1	OVER PRESSURE SLAM SHUT VALVE DATASHEET
FLU-CAJV-IAC-DST-00004	0	MOTORISED CONTROL VALVE DATASHEET
FLU-ARW-IAC-DST-00008	0	SAFETY RELIEF VALVE DATASHEET
FLU-ARW-IAC-DST-00009	0	SAFETY RELIEF VALVE DATASHEET
99-QM-TEM-0033	0	TECHNICAL QUERY FORM
B00-CAJV-ELE-SPR-00032	1	SPECIFICATION - ELECTRICAL EQUIPMENT IN HAZARDOUS AREAS
B00-CAJV-IAC-SPR-00007	1	SPECIFICATION - INSTRUMENTATION AND CONTROLS FOR PACKAGED UNITS
FLU-CAJV-IAC-DST-00002	1	DATASHEET - FT0004 WELLHEAD GAS ULTRASONIC FLOWMETER
FLU-CAJV-IAC-DST-00003	1	DATASHEET - FT0006 WELLHEAD WATER MAGNETIC FLOWMETER
FLU-CAJV-IAC-DST-00005	0	DATASHEET - PT0008- CASING PRESSURE
FLU-CAJV-IAC-DST-00006	1	DATASHEET - PT0003-WELLHEAD GAS
FLU-CAJV-IAC-DST-00007	0	DATASHEET - PT0005 WELLHEAD WATER
FLU-CAJV-IAC-DIA-00002	0	JUNCTION BOX TERMINATION DIAGRAM
FLU-CAJV-IAC-DET-00001	1	PRESSURE TRANSMITTER - DIRECT MOUNT HOOKUP DETAIL
FLU-CAJV-IAC-DET-00002	1	OVER PRESSURE SHUT-OFF VALVE HOOKUP DETAIL
SKNH01-EHA-IAC-GAT-00001	0	JUCTION BOX GENERAL ARRANGEMENT
FLU-CAJV-IAC-LRM-00001	1	INSTRUMENT INDEX
FLU-CAJV-IAC-LRM-00002	0	INSTRUMENT CABLE SCHEDULE
FLU-CAJV-IAC-LRM-00003	0	HAZARDOUS AREA EQUIPMENT LIST
FLU-CAJV-IAC-MTO-00001	0	MATERIAL TAKE OFF - INSTRUMENTATION

[redacted]

Document No.	Revision	Document Title
FLU-CAJV-STR-GAT-00001	0	STRUCTURAL STEELWORK GENERAL ARRANGEMENT
FLU-CAJV-PIP-GAT-00001	0	WELLHEAD SKID GENERAL ARRANGEMENT DRAWING
FLU-CAJV-PIP-DET-00006	0	PIPING DETAIL DRAWING
FLU-CAJV-PIP-ISO-00001	0	PIPING ISOMETRIC
FLU-CAJV-PIP-ISO-00002	0	PIPING ISOMETRIC
FLU-CAJV-PIP-ISO-00003	0	PIPING ISOMETRIC
FLU-CAJV-PIP-ISO-00004	0	PIPING ISOMETRIC
FLU-CAJV-PIP-ISO-00005	0	PIPING ISOMETRIC
FLU-CAJV-PIP-ISO-00006	0	PIPING ISOMETRIC
FLU-CAJV-PIP-ISO-00007	0	PIPING ISOMETRIC
FLU-CAJV-PIP-ISO-00008	0	PIPING ISOMETRIC (2 SHEETS)
FLU-CAJV-ELE-HAZ-00001	1	HAZARDOUS AREA LAYOUT
32782Q-C	C	WIEDMULLER GENERAL ARRANGEMENT
FLU-CAJV-IAC-GAT-00001	0	ARROW GLAND PLATE LAYOUT
FLU-EHA-IAC-PLA-00001	2	ITP FOR SKID ELECTRICAL INSTALLATION
FLU-EHA-IAC-PRO-00001	3	FACTORY ACCEPTANCE TEST PROCEDURE
Attachment	1	SKID ELECTRICAL AND EARTHING ARRANGEMENTS
99-E-SP-0009	2	SPEC FOR ELECTRICAL INSTALLATION
99-I-SP-0006	1	SPEC FOR INSTRUMENT INSTALLATION
FLU-EHA-STR-QRY-00025	0	TQ-25 EARTHING & CABLE LAY-OUT DIAGRAM
Vendors Data	-	-