

1. In these Terms and Conditions the Purchaser shall mean Galaxy Resources Limited together with its wholly owned subsidiaries and related companies. Supplier shall mean the entity described under Supplier Details on this Purchase Order, or any entity providing goods and services on behalf of the named supplier in accordance with this Purchase Order.
2. This Purchase Order, when signed by the Purchaser, is the only form which will be recognised by the Purchaser as authority for charging goods and/or services to its account and supersedes all previous communications and negotiations. This Purchase Order constitutes the entire agreement applicable to the goods and/or services the subject of this Purchase Order and may not be modified except by agreement in writing with the Purchaser.
3. The Supplier shall take out and maintain the following insurances for the duration of this contract formed by this Purchase Order and any extension of it.
 - a) Workers' Compensation and any other insurance required by any applicable law and employers liability/common law insurance with limit of liability of not less than \$50 million per event. Where permitted by law, and where services are being provided to the Purchaser, such insurance shall contain a principal's indemnity extension and waiver of subrogation by the insurer in favour of the principal for both statutory liability and common law liability in favour of the Purchaser and its respective officers and employees;
 - b) Public and Products Liability insurance covering the Supplier's services supplied under this contract with a limit of not less than \$10 million for any one occurrence, including a Principals Indemnity extension;
 - c) Motor Vehicle Liability insurance for an amount not less than \$20 million for any one occurrence, including a Principals Indemnity extension; and
 - d) Motor Vehicle Third Party Liability insurance as may be prescribed by law in the relevant jurisdictions in which services are being provided by the supplier.
4. The Supplier agrees to comply with the requirements for all applicable Acts of Parliament, regulations and by-laws and in particular, but without limiting the generality of the foregoing, the contractor shall comply with relevant provisions of those Acts of Parliament governing safety, health and regulation of procedures in or in connection with mines, machinery, electricity and construction works and all regulations and orders made thereunder. The Supplier shall furnish the Purchaser with all such copies of correspondence, letters of approval of design, test certificates and any other documentation reasonably required by the Purchaser evidencing compliance by the Supplier with its obligations under this clause.
5. The Supplier shall comply with all procedures and policies of the Purchaser as in force from time to time together with all lawful directions of officers of the Purchaser in the provision of the goods and services. Further, the Supplier shall be responsible to make such enquiries of the Purchaser as the Supplier reasonably considers from time to time to ascertain the current policies and procedures applicable during the currency of the contract constituted by this Purchase Order.
6. In the event of non-compliance with any of the terms of this Purchase Order by the Supplier, the Purchaser may, at its sole discretion, elect to suspend the provision of goods or services by the Supplier and/or to terminate the contract constituted by this Purchase Order upon written notice.
7. The Supplier will indemnify and keep indemnified the Purchaser and its directors, officers, and employees against any liability, loss, damage, claim, suit, action, demand, expense or proceedings of any nature whether arising under statute or at Common Law in respect of:
 - a) personal injury, including illness or disability, or death of any and all persons; and
 - b) loss or destruction of or damage to or loss of use of all property, real or personal, including but not limited to the property of the Purchaser,arising out of, or in respect of, the supply of the goods or services and any other obligations directly or indirectly associated with the supply of the goods or services under the contract constituted by this Purchase Order.
8. In the provision of services the Supplier may come to be in possession of information that may reasonably be believed to have a material effect upon the value of securities in the Purchaser and at a time where such information has not been released to the Australian Securities Exchange. The Supplier agrees not to disclose any information concerning the Purchaser that has come into the possession of the Supplier during the course of providing the services without the written consent of the Purchaser.
9. The Purchasers Code of Conduct regarding ethical values and standards is available at www.galaxylithium.com.