

2. 4 1. Contract Formation

These standard terms and conditions for supply of goods in Fiji apply when NIV issues a Purchase Order to a Supplier after which a contract is formed made up of the Purchase Order, these standard terms and conditions and any Schedules (including any annexures to any Schedules or the Purchase Order) (referred to throughout these terms and conditions as the Contract")

- 1.1 Definitions and Intermetation
- (a) In the Contract, unless the context requires otherwise

'Confidential Information' means any information that concerns the business operations or affairs of NJV, any participant in NJV, or any Related Body Corporate of any such participant, that is disclosed to, or otherwise acquired by, the Supplier at any time in connection with the Contract or the supply of the Goods, and which

- (i) is by its nature confidential;
- (ii) is designated by NJV as confidential; or (iii) the Supplier knows or ought to reasonably know is confidential, but does not
- include information which: (iv) is or becomes public knewledge other than by a breach of the Contract or any
- other obligation of confidentiality (v) is in the possession of the Supplier without restriction in relation to disclosure on
- or before the date on which it is disclosed to, or activited by, the Sunplier; or (vi) has been independently developed or acquired by the Supplier.

"Control" means, for the purposes of the definition of Related Body Corporate, the practical capacity, eventsable by any means (formal or informal). In determine the outcome of decisions about the management, or financial or operation policies, of the entity, including by way of ownership of securities (including stocis or shares), the exercise of voting power in relation to securities (including stocks or shares), the exercise of voting power at a meeting of directors or a board of management, the ability to control the appointment or removal of directors or managers or otherwise

'Government Agency' means any government or governmental, semi governmental, administrative, municipal, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

"Intellectual Property Rights' means any intellectual or industrial property notes (in cluding a patent, copyright, trade mark, design, rights in confidential information, rights in relation to circuit layouts and similar rights, in each case whether or not registered) granted under any Laws anywhere in the world, but excluding any non-assignable moral rights and similar non-assignable personal rights of an author. 'Involce' means a tax invoice supplied under the Contract.

Laws' means:

- (i) the present or future requirements of any statute, regulation, order, rule, subordinate legislation, common law, equity or other document enforceable under any statute, regulation, rule or subordinate legislation, common law or equity; and
- (ii) the lawful requirements, directions or instructions of any Government Agenci-
- 'Llabilities' means damages, claims, losses, liabilities, costs and expenses of any kind (including legal costs on a full recovery basis)
- 'NUV means the Namosi Joint Venture and its participants as represented by Newcrist (Fig) Limited as the manager of that joint venture

'Personnel' means.

- (t) in relation to the Supplier, any of its employees, agents and representatives, and any
- Sub-Contractors and any of the employees, agents and representatives of any Sub-Contractors, involved either directly or indirectly in the supply of the Goods; and
- (ii) in relation to NIX, any of the respective past or present officers, employees, agents or representatives of Newcrest (Fili) Limited as manager
- 'Purchase Order' means the attached purchase order issued by NJV to the Supplier in respect of the supply of the Goods, and includes any specifications or drawings that may be contained in it or annexed to it.

'Related Body Corporate' means, in relation to one entity (the first entity), any other entity which, directly or indirectly, controls, is controlled by or is under common control with, the first entity

"Sub-Contractor" means any person engaged by the Supplier in accordance with clause 14 to supply all or any part of the Goods on behalf of the Supplier

"Sumplier" means the supplier of the Goods to NIV as nominated on the Purchase Order. "Taxes" means all taxes. fees, levies, duties and charges imposed or assessed in respect of the Goods by all local, state or national Government Agencies including income tax (including withholding for prescribed payments or group tax), payroll tax, statutory superannuation contributions and workers' compensation payments and contributions, sales tax, customs duty enrice fair stamp duty and VAE

(b) The following capitalised terms have the meaning given in the attached Purchase

- Order Supplet
- NW:
- Goods.
- Date for Delivery;
- Delivery Point
- Price: and Sile
- (c) The Contractor adknowledges and agrees that:
- (i) Newcrest (Fin) Limited has entered into the Contract in its capacity as manager of the Names Joint Venture and agent for the participants (from time to time) in the Namosi Joint Venture:
- (ii) the obligations and liabilities of the participants (from time to time) in the Namosi Joint Venture to the Constactor are several only (and will not be, nor be construed to be, either joint or joint and several), in accordance with each participants' respective percentage interest from time to time in the Namosi Joint Venture: and
- (iii) the percentage interests of the participants in the Namosi Joint Venture, and the identity and number of participants in the Namosi Joint Venture, may change from time to time, without the consent of the Contractor, and NOI may at any time. without the consent of the Contractor, assion its rights and obligations under the

Contract to an incoming agent or successor or replacement manager on behalf of

the participants in the Namosi Joint Venture

Contract and in consideration of the navment of the Price by NIV.

(a) The Supplier is responsible, at its cost, for packing the Goods.

distance transport or storage in a sub-tropical climate

to the Supplier, at the Supplier's expense

ds to site, the Supplier shall be resp

the Supplier's obligations under clause 3:

by NIV of the Goods

data sheets and operation manuals.

6. Despatch and delivery of Goods

circumstances resulting in the delay

other than the Supplier.

or reimburse Newcrest for

Product information

safe transportation of the Goods.

inspection and repacking for on-forwarding and/or storage

(b) The Supplier must ensure that the Goods are packaged adequately and safely.

ith best industry practices and all applicable Laws and safety

(c) Unless otherwise directed by NJV, the Goods must be packed in a form consisten

(d) Any Goods contained in packages must be adequately protected from potential

(e) Notwithstanding Gauses 3(c) and (d) packaoing should be designed to facilitate

(f) Failure to comply with this clause 3 entities NLV to reject the Goods and return them

(g) All Goods, delivery notes and other relevant documents must be clearly marked with

Unless NJV has agreed in writing to independently arrange for the transportation of the

unloading the Goods at, the Delivery Point. If NJV is transporting the Goods to site, subject to

(a) The Supplier must make the Goods available for transportation by NJV under clause

(b) The Supplier must provide transportation and loading/unloading instructions for the

(c) Transportation of the Goods by NJV under this clause 4 will not constitute acceptance

Prior to the delivery of any Goods, the Supplier must purvide to NIV all safety information and

other necessary or relevant data relating to NJV's use of the Goods, including material safety

(a) The Supplier must despatch the Goods ordered under the Contract in a timely mannet

(b) Without limiting clause 6(a), if the Supplier is delayed or becomes aware of the

(c) Where a delay described in clause 6(b) occurs or is likely to occur for any reason

likelihood of delay in its delivery of any Goods, the Supplier must as soon as possible

after becoming aware of the delay or likelihood of delay notify filly in writing of the

(a) accurate alternative subplies of any shortfall in delivery of the Goods from sources.

(d) If RIV acts in accordance with clause $\varepsilon(c)$, the Supplier shall be liable, and must pay

(ii) transport costs incurred by Newcrest in respect of such alternative supplies

(e) if a delay described in clause 6(b) occurs, the Supplier may request from NJV an exten-

(f) The Supplier must provide copies of any manufacturer's or trade warranties associated

with the Goods to NJY upon Delivery and ensure that NJV has the benefit of these war

(a) Full unencumbered title to each Good will immediately pass to NIV upon NIV making

(b) Risk in each Good will remain with the Supplier uptill its delivery to the Delivery Point.

(a) The Supplier must ensure that NJV has access to the Goods for inspection at all times

fincluding during the manufacture of the Goods) and must provide all facilities ner

essary for the supervision, inspection and testing of all Goods at the Delivery Point of

(b) Skined delivery documents will only mean confirmation of the number of package

(c) NIV may reject the Goods of the Goods are defective or damaged or do not comple

(d) Without limiting any other provision of the Contract, NJV must inspect the Goods

(e) NN's rights to claim against the Supplier for Goods that do not comply with the

(I) NJV must notify the Supplier of any defects in or damage to the Goods as soon as

(g) Upon receipt of a notice from NJV of any defects in or damage to any Goods, each af-

fected Good, item or part must be recaired or replaced as appropriate by the Supplier

reasonably practicable after NJV becomes aware of any defects or damage

within a reasonable time after delivery to the Delivery Point, and give notice to the

Contract is not limited or precluded by acceptance of the Goods or by payment of any

or carbos delivered and will not constitute accentance by NIV of the Goods.

payment to the Supplier for that Good (without prejudice to the right of rejection of

sion of time for the Date for Delivery of the Goods. NJY will decide whether to grant the

(i) any price difference which is incurred by NIV between the Goods that would have

except to the extent that the reason for the inability to supply all or part of the Goods

and deliver the Goods to the Delivery Point by the Date for Delivery.

Newcrest may in its absolute discretion by notice to the Supplier:

been acquired and the Goods that are actually acquired; and

(iv) any event beyond the reasonable control of the Supplier.

(i) cancel the Contract without Liability to NIV and

by the Date for Delivery was a direct result of

(iii) any act or provision of NIV- or

the Good under clause 81

and acceptance by NIV in accordance with claime 8.

with the requirements of the Contract.

money to the Supplier.

wherever the Goods are stored or in the course of manufacture.

Supplier whether or not NJV accepts or rejects the Goods.

7. Rick and title

B. Inspection of Goods

the number of the Purchase Order pursuant to which those Goods were ordered, the

material number (where applicable) and the Delivery Point specified in the Purchase

damage caused by ingress of dust and moisture or during the normal course of long

2 Anterment to supply Goods

3. Packaging and marking

Order

4. Transport

- prior to the expiration of the time specified by NJV in the notice (h) For a period of 12 months following the Date for Delivery, the Supplier shall bear all costs and expenses of the repair or replacement of the Goods under clause 8(o). including the removal and transportation costs for the Goods from and back to NIV's The Supplier agrees to supply the Goods to NIV in accordance with the terms of the
 - premises, labour costs and the costs of replacing or providing new parts for the Goods (i) If the Suppler fails to make the repair or replacement within the specified period
 - under clause 8(g), NJV may repair or replace the Goods at the Supplier's risk and cost. Any costs and expenses incurred by NJV will be recoverable from the Supplier as a debt due and payable

Price

- (a). Subject to NIV's receipt and accentance of the Goods in accordance with the Contract NIV must pay the Price to the Supplier for the Goods in the currency as shown on the Purchase Order
- (b) The Price is deemed to include (i) any applicable Taxes (excluding VAL); and
- (ii) all supenses incurred by the Supplier in relation to the supply of the Goods (a vcept to the extent otherwise expressly stated)

10. Payment

- (a) Unless NIV agrees otherwise, the Supplier must render an invoice to NIV at the end of the month in which the Goods are delivered. (b) Subject to the other previsions of the Contract, and unless the parties agree other
- wise. NIV must pay to the Supplier the amount shown on an Invoice within 30 days after the end of the month in which the Invaice was received by N/V.
- (c) Each invoice shall contain reasonable details of the Goods supplied and quote the Purchase Order number provided to the Supplier by NUV in respect of the Goods.
- (d) If NJV disputes all or any part of the invoice, NJV must pay the undisputed amount (if any) and notify the Supplier of the basis for disputing the balance in the time specified for payment of the invoice in clause 10(b).
- (e) The payment by NIV of any amount (whether in dispute or not) will not constitute acceptance of the Goods or admission of any liability or obligation to make that payment

11. Set-off

NJV may deduct from moneys due to the Supplier any money due or payable or claimed to be due or payable from the Supplier to NIV under or for breach of the Contract or other wise 12. Taxe

- (a) If VAT is payable on a taxable supply made under the Contract, the amount of VAT payable in respect of that supply must be paid as additional consideration at the same time as payment is required to be made under the Contract in respect of the supply. This clause does not apply to the extent that the consideration for the taxable supply is expressly acreed to be VAT inclusive
- (b) Any reference in the calculation of any amount payable under the Contract to a cost, expense or other Liability incurred by a party must exclude the amount of any input ement in relation to that cost signification other Liability. A party will
- be assumed to have an entitlement to full most tax credits unless it demonstrates otherwise prior to the date on which payment must be made (c) No amount is payable by NIV unal it has received an Invoke
- (d) The Contractor shall be solely responsible for and indemnify NJV against the payment of all taxes, levies and changes imposed on the Contractor of NJV in relation To the Services or in respect of the payments made under this Contract or in respect of personnel used by the Contractor to perform the Services. KIV may withhold or deduct from the whole or part of payments due to the Contractor any amount which the Company is required to withhold or deduct by any taking authority. This amount will be treated as having been paid to the Contractor when it is wortheld or deducted If the Contractor is a Fill resident company then, in accordance with Fillian laws, provisional tax of 15% of invoiced VAT exclusive amount will be deducted by NIV and paid to Fiji Revenue & Customs Authority ("FCRA"), unless the Contractor is a holder of a certificate of exemption

13. Supplier's obligations

- (a) The Supplier warrants that it and each of its Personnel (including its Sub-Contractors) shall act in a workmanlike, careful, safe and proper manner to supply the Goods in accordance with the requirements of the Contract.
- (b). The Supplies must and must ensure that all its Personnel
- (i) at all times when on Site, act in accordance with RRV's policies and procedures and all applicable Laws relating to its obligations under the Contract and the delivery of the Goods:
- (ii) at all times when on Site, comply with all reasonable directions of NJV (including in relation to health and safety, industrial relations and environmental matters) and
- (iii) obtain and maintain, at the Supplier's expense, all licences or permits necessary for the supply of the Goods under all applicable Laws.
- (iv) adhere to accepted safe working practices and take reasonable precautions against accident or damage occurring on or to any Site from any cause,
- (v) not harm or damage the environment in the course of delivering the Goods: (vi) immediately report to NIV and clean up at its own cost any damage to the environment caused by it or its Personnel, in connection with the supply of the Goods
- and (vii)ensure the safe transportation, handling, storage and usage of all substances
- brought onto the Site in connection with the supply of the Goods. (c) Time is of the essence in the performance of the Supplier's obligations under the Contract

14. Assignment and sub-contracting by Supplier

- (a) The Supplier must not assion all or any part of its rights or obligations under the Contract, or sub-contract all or any part of its obligations under the Contract (including the delivery of the Goods), without the prior written consent of NJV.
- (b) A Sub-Contractor will be considered the agent and representative of the Supplier, a between the Supplier and NJV. The acts and omissions of each Sub-Contractor and the Sub-Contractor's employees, agents and representatives will be deemed to be the acts and omissions of the Supplier. for which the Supplier is responsible under

the Contract, and no sub-contracting or assignment will relieve the Supplier of its obligations under the Contract.

(iii) Before performing any of the Work and each time the policies are renewed or var-

(ry) In the event that the Supplier fails to effect or maintain any of the Supplier's insur

that the Supplier and Sub-Contractors are, and remain, insured.

(B) treat the failure to insure as a default under the Contract

(v) This insurance clause will survive the early termination of the Contract.

moneys due to the Supplier: and/or

against any Liabilities arising directly or indirect

breach of any warranty)

third party; or

applicable) of NIV.

18. Intellectual Property Rights

in title to the Goods

19 Confidentiality

20 Termination

fermination

21. NJV Participants

them respectively.

they enter onto a Sile at their own risk

by it or any of its Personnel to take reasonable care

to do so:

Supplier

ied, the Supplier must provide Newcrest with such evidence as NJV may require

ances, NJY may all its sole option and without being under any duty or obligation

(A) effect and maintain such insurances and deduct the cost thereof from any

(vi) The Supplier will ensure that its Sub-Contractors have the benefit of, or effect

(wi) The Supplier and its Sub-Contractors are responsible for insuring their own vehi-

designation and equipment. No insurance coverage is provided by NIV

(a) Subject to clause 17(b), the Supplier must indemnify and keep indemnified NJV

(i) any breach by the Supplier or the Supplier's Personnel of the Contract (including

(ii) any negligent, reckless or intentional act or omission of the Supplier or the Sup-

(A) damage to or loss or destruction of any processly of NIV. NIV's Personnel or any

(iv) any claim made by the Supplier or the Supplier's Personnel in respect of relevant

legislation concerning income tax, workers' compensation, annual leave, long

service leave, superannuation or any applicable award, determination or aquee

(v) the receipt of the Goods, or NP/'s possession, use or exploration of any materi

als supplied, or Intellectual Property Rights assigned or licensed, by the Supplier

to NUV under or in connection with the Contract infringing the rights (including

Intellectual Property Rights) of any person, and all daints alleging such infringe

caused, or contributed to, by the negligent acts or omissions or wilful misconduct (as

Supplier's own risk. The Supplier must ensure that its Personnel are also aware that

(b) The Supplier will not be liable under dause 17(a) to the extent that the Liability was

(c) The Supplier acknowledges and agrees that if it enters onto a Site, it does so at the

(d) Without limiting this clause 17, the Supplier accents all Liability arising from a failure

To the extent that any Intellectual Property Rights subsist in the Goods or in any part of

them (including in any furmware or other software embedded within or supplied with the

Goods), the Supplier grants NJV a non-exclusive, irrevocable and perpetual licence to every set

those rights as required to use, maintain, re-sell or otherwise exploit the Goods integrate

the Goods with other products, or specify requirements for goods or services related to the

Goods (and to authonse third parties to do so in connection with the provision of services

to, or receipt of services from, NJV). This licence is transferable to any of NJV's successors

The Supplier must not, and must ensure that the Supplier's Personnel do pot, without the

prior written approval of NLV use Confidential Information for any purpose other than as

necessary for the supply of the Goods under the Contract, or otherwise disclose any Con-

fidential information other than to the extent such disclosure is extressly required by Law.

Except as required by Law, no media release or public announcement may be made by the

Supplier in relation to the existence or subject matter of the Contract unless the Supplier first

receives the prior written consent of N/V and N/V approves, is writing, the wording of such

(a) NIV may terminate the Contract at any time without cause by roying on less than 24

(b) Without limiting clause 20(a), if the Supplier fails to provide the Goods in accordance

(c) Upon receiving notice of termination, the Supplier will immediately cease providing

(d) If Newcast terminates the Contract under classe 20(a) that not otherwave), subject to

NIV's other politis under the Contract Including politis to withhold or set-off payment

and to recover damages). NJV will pay the Supplier for the Goods provided prior to

the date of termination which have not been paid for, being an amount representing

the Price reduced pro rata by the value of the Goods which have not been provider

by the date of termination. NJV will not be hable for any other Liability suffered by

the Supplier as a consequence of or in connection with the Contract, the Goods or the

(e). If NIV terminates the Contract as a result of the Supplier's heach or as a result of the

amounts neid under this Contract prior to the date of termination.

(i) It will comply with its obligations under the Contract, and

(a) The Supplier warrants to NSV and each participant in NSV that

Supplier's insolvency prior to the Date of Acceptance, the Supplier must refund all

(ii) any indemnity given by the Supplier under the Contract is given in favour of NJV

and each of its participants in respect of any Eabilities suffered or incurred by

the Goods and comply with NIV's directions including, without imitation, any direct

with the Contract, or rithe Supplier or its Personnel are negligent or engage in unlaw

ful conduct or wilful misconduct, NAY may terminate the Contract in whole or in part

media release or public appouncement and the manner of publication.

hours written notice to the Supplier and daese 20(d) will apply

ban to protect NIV's property in the Supplier's possestion

plier's Personnel, including any such act or provision resulting in:

(8) personal injury, illness or death to any person;

ment of a competent industrial tribunal: and

(iii) breach of Law by the Supplier or the Supplier's Personnel;

and maintain insurances similar to, the insurances required to be effected by the

(b) N/V will hold the benefit of the warranty under clause 21(a), and the indemnities

The Contract comprises the entire agreement between the parties and supersedes all prior

contracts, arrangements, understandings or representations (if any) between the parties in

to the extent that the Supplier's terms and conditions are supplied with or on the delivery of

the Goods (including as printed on delivery or consignment potes or other documents), such

terms and conditions will be of no legal effect and will not constitute part of the Contract for

the supply of the Goods (notwithstanding the signing of any such document by a representa-

The relationship between NJV and the Supplier is a relationship of principal and independent.

contractor. Nothing in the Contract will be construed to create a relationship of employment,

agency or partnership. The Supplier does not have any authority to contract with third parties.

NJV may, without the consent of the Supplier, assign all or part of its rights and obligations

(a) If any dispute, controversy or claim arises under the Contract, a party will provide

written notice to the other of the matters in dispute and the parties will meet for the

purpose of resolving the dispute ("Dispute Notice") within 21 days after the service of

(b) If the dispute is not resolved within 28 days after the service of the notice provided

under clause 26(a), either party may call a meeting of a member of the senior man

aperated of each of NIV and the Supplier for their respective pominees) who must

meet within 7 days after the service of this request for meeting, to attempt to resolve

the dispute in road farth and/or to mutually agree on an alternative dispute resolu-

(a). If the dispute is not resolved within 10 days after the service of the online provided

under clause 26(b) the parties must submit the dispute to arbitration under the Arbi

tration Act, Cap 38. An Anbitrator must be appointed by the President of the Fili Law.

Society within 28 days of receipt of written request by either NIV or the Supplier.

(d) Neither party may commence filigation other than urgent interlocutory relief, unless

(e) The Supplier must continue to perform its obligations under the Contract notwith-

The Contract is powerned and interpreted in accordance with the Laws in force from time

No waiver of or vanation to the Contract will be binding on the parties unless in writing

The Contract will not be amended modified, vaned or supplemented except in writing

Except to the extent that the contrary intention expressly appears, the rights and remedies

of NJV provided in the Contract are cumulative and do not exclude any rights or remedies

Where the consent approval or agreement of a garty is required under the Contract, that

consent, approval or agreement may be given conditionally or unconditionally, or withheld

by that party in its absolute uncontrolled discretion, unless the Contract erpressly provides

Any provision in the Contract which is invalid or unenforceable in any jurisdiction is to be

read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable,

and is otherwise canable of being severed to the extent of the invalidity or unenforceability.

without affecting the remaining provisions of the Contract or the validity or enforceability of

Each party must bear its own costs arising out of the negotiation, preparation and execu-

tron of the Contract. All stamp duty that may be payable, including any related fines and

penalties, in any relevant jurisdiction on, or in connection with, the Contract must be borne

that provision in any other jurisdiction.

33. Costs and stamp duty

to time in Fiji and the parties unconditionally submit to the jurisdiction of the courts in Fiji.

and until the procedures in Clauses 26(a)-(c) have been complied with

standing the existence of any one or more dispute(s).

27. Governing law and lurisdiction

28 No walver

semed by the parties.

29. Amendmen

signed by the parties

30. Rights cumulative

provided by any Laws.

omenwose

32. Severahility

by the Supplier

31. Discretion on consent

tion process to be undertaken by the parties in relation to the dispute

on behall of kIV or to otherwise bind NJV, without NJV's prior written agreement.

benefit of each NJV participant

23. Other terms and conditions of no legal effect

22. Entire agreement

respect of the Goods.

tive of NJV for any reason)

25: Assignment by NJV

26. Dispute resolution

under the Contract to any person or entity.

the notice provided under this clause 26(a)

24 Relationship of parties

referred to in clause 21(a)(ii), in favour of each NJV participant as trustee for the

15 Supplier's Warranties

STANDARD TERMS AND CONDITIONS FOR SUPPLY OF GOODS IN FIJI

(a) The Supplier represents and warrants to NIV that

- (i) it has most and imarketable title to the Goods and the right to sell the Goods to NJV on the terms of the Contract. (ii) Newcrest will receive good title to the Goods, free and clear of all interests includ-
- ing any lien, charge or encumbrance, (iii) the Goods comply with all the requirements of the Contract and correspond in all
- respects with the specifications and the representations made by the Supplier: (iv) NJV has the full benefit of any manufacturer's or trade warranties that may be applicable to the Goods or any part of the Goods and on delivery of the Goods the Supplier will assign the benefit of any such unexpired manufacturer's or trade
- warranties to NIV (including any warranties from any Sub-Contractors); (v) the Goods are new (unless otherwise specified), of merchantable quality and free 17. Indemnities
- from any defects in materials, workmanship and design: (vi) the Goods are fit for any purpose which NJV has made known to the Supplier
- and are also fit for the purpose for which Goods of a similar nature are commonly supplied: (vii) the Goods comply with all Laws in force in the jurisdiction in which they are sup-
- (viii) the use of Goods by NJV, including resale, with not infringe any third party Intel-
- lectual Property Rights: (in) it has not entered into the Contract (on the terms and conditions recorded beren). in reliance on any representation expressly or impliedly given by or on behall of Newcrest or any Related Body Corporate of NJV, other than to the extent that a
- relevant representation is expressly recorded in the terms and conditions of the Contract. (b) The Contract does not exclude or in any way limit other warranties provided by Law

in relation to the Goods. 16. Supplier's Insurance

(a) The Supplier shall effect and maintain throughout the term of this Contract, at its own expense, the following insurances:

- Public and Product liability losurance revering all legal Eabilities to pay dam. ages or compensation arising out of any injury to or death of any person or any loss of or damage to (including resulting loss of use) any property howspever. caused. Such insurance must unless prohibited by law-
- (A) provide cover in respect of each and every occurrence for public hability and in the annual aggregate for products liability for an amount not less than FJD\$1,000,000 and in respect of public liability must be unlimited as to the
- number of clasms which can be made under the policy. (B) insure as principal under the contract for its vicances contingent liability, NIV (and its personnel for their respective rights and interests) with respect to li-
- ability NIV may incur due to acts and omissions of the Supplier: (C) include a cross liability clause noting that each insured party shall be consid
- ered a senarite entity and that the invastore shall apply as if a senarite policy
- (0) cover any N/V goods or equipment in the possession or custody of the Sup plier and held off the premises or site for an amount not less than the replace ment value of those goods;
- (E) provide that the policy is extended to cover worker-to-worker injury liability risks, and
- (F) provide coverage for construction and/or underground activities if the Scope of Work under this Contract includes such work.
- (i) Workers Compensation Insutance covering all labilities, whether ansing under statute, common law or civil law, in relation to the death of, or injury to, Supplier's workers or any person deemed to be a worker. Such insulance must, upless pro-
- hinted by law: (A) be in the names of the Supplier and the Supplier's sub-contractors for their

any person or any loss of or damage to any property howsoever caused by the

ownership, possession, operation or use of motor vehicles (which shall include

any item of plant or equipment which is required to be licensed in accordance -

with the requirements of any statute relation to motor vehicles) belonging to or

under the physical or legal care custody or control of the Supplier Such insurance

(A) be for the lesser of an amount of not less than FJD\$1,000,000; or the statutory

(B) The Supplier shall, in addition, comply with all Statutory requirements con-

cerning the arrangement of compulsory motor whicle insurance; and

(i) insure as principal under the contract, for its vicapous contingent liability. NIV

(II) include a cross liability clause noting that each insured party shall be consid-

(i) Not withstanding anything to the contrary, the Supplier will be responsible for

(ii) No provision contained in this insurance clause will limit the Supplier's liability to

and will bear the cost of any excess applicable to the insurances provided for in

ered a separate entity and that the insurance shall apply as if a separate policy

ability NJV may incur due to acts and omissions of the Supplier, and

has been issued to each insured party.

indemnify NIV in accordance with this Contract

land its personnel for their respective rights and interests) with respect to fi-

(C) The insurance must also, unless prohibited by law, be endorsed to

limit in the relevant country, state or territory, in respect of each and every loss

and unlimited in the aggregate in respect of all losses occurring during each

- respective rights and interests, and
- (B) be endorsed to protect the interests of NIV as principal under the Contract for benefits under statute and at common law; and
- (C) wave all express or molied rights of submoation against all insured names (iii) Motor Vehicle/Automobile Third Party Liability Insurance - covering all legal li ability to pay damages or compensation arising out of any injury to or death of

period of unsurant

(b) General Requirements for all Insurances

the insurance paragraphs above.