PURCHASE ORDER GENERAL CONDITIONS

EFFECTIVE AS OF 24th MARCH 2017

1. ACCEPTANCE; NO ADDITIONAL TERMS. For purposes of these PO General Conditions and all related activity, the term “Supplier” means the Supplier, Seller, Contractor or Vendor identified on the applicable Purchase Order (“PO”), the term “Company” means the entity identified on the applicable PO. “Rio Tinto”/“Rio Tinto Group” means (a) any affiliate of Rio Tinto plc or Rio Tinto Limited; (b) any entity or joint venture in which Rio Tinto plc or Rio Tinto Limited or any affiliate of Rio Tinto plc or Rio Tinto Limited has a participating interest of not less than 50%; (c) any entity or joint venture managed by Rio Tinto plc, Rio Tinto Limited or any affiliate of Rio Tinto plc or Rio Tinto Limited has a participating interest of not less than 50%; (d) any other entity that, by agreement with the Buyer and the Supplier, is considered a Supplier or is deemed to be a Supplier. Acceptance of the PO is expressly limited to these PO General Conditions and all related activity, the term “PO” and to sell the goods or products (“Goods”) and/or provide the services (“Services”) hereunder to the Supplier, on the terms and conditions indicated in the PO. Acceptance of the PO is expressly limited to these PO General Conditions contained herein (including attachments to the PO). No terms or conditions submitted by either party that are in addition to, different from or inconsistent with those contained herein or in the PO, including, without limitation, Supplier’s standard printed terms and conditions, and any terms and conditions contained in any Supplier quotation, invoice, order acknowledgment, confirmation, acceptance, bill of lading or other instrument, shall be binding upon either party unless specifically and expressly agreed to in writing signed by duly authorized representatives of both parties.

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

3. PRICES; INVOICES; PAYMENT. Supplier shall supply the Goods and Services for the prices specified in the PO. Unless specified otherwise on the PO, Supplier will invoice Company for supplied Goods and/or Services within 30 days after supply of the same. All invoices will be accumulated by the Company for a period commencing on the first day of a calendar month and ending on the last day of that calendar month ("Accumulation Period") and sent to Supplier no later than 30 days after the end of each Accumulation Period. Amounts due to Supplier on the date for payment specified in the PO. For the purposes of these PO General Conditions, “EOAP” means end of the Accumulation Period in which the invoice is received by the Company. However, if an invoice for Goods is received by Company before delivery of the Goods, the applicable Accumulation Period will be the period in which the Goods are actually delivered to Company. Payment of an invoice is not evidence or an admission that the Goods or Services meet the requirements of the PO. Subject to clause 4 below, the prices listed in the PO are inclusive of all costs (including taxes) and expenses of Supplier in providing the Goods and/or Services to the Delivery Point.

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

5. LOCAL TAXES. Where the Supplier is an entity registered in Guinea, this clause 5 Local Taxes shall apply, in conformity with Article 383 of the Tax Code modified by the Article 12 of the Finance Law L/2012/n°41/CNT, every VAT tax payer is required to provide an invoice for all transactions including the following details: (i) name (or trade name) and VAT number of the Supplier; (ii) Name (or trade name) and VAT number of the Purchaser (Simfer S.A. (000071D)); (iii) Date the invoice issued and amount, excluding VAT, charged for the supply; (iv) VAT amount and the VAT rate; (v) The total amount payable for the supply. In conformity with Article 254 of the Tax Code, an amount of 10 % of the invoice value will be withheld on payments to Suppliers not registered for VAT.

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

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

8. FORCE MAJEURE. 7.1 A party will not be in breach of its obligations under the PO or otherwise liable to the other as a result of any delay or failure in the performance of its obligations if and to the extent that such delay or failure is directly caused by Force Majeure and is beyond the reasonable control of the party. Company will be relieved from any obligation to make payments to Supplier for Goods and/or Services to be provided under the PO for so long as the supply of Goods or Services is impacted by Force Majeure. 7.2 A party whose performance of obligations under the PO is delayed or prevented by Force Majeure will without delay:
(a) notify the other party on an ongoing basis of the nature, extent, effect and likely duration of the circumstances constituting the Force Majeure; and 
(b) use all reasonable endeavours to minimise the effect of the Force Majeure on its performance of its obligations under the PO; and 
(c) subject to clause 4.6, Supplier, in order to enter the Force Majeure, notify the other party thereof, provide the other with all reasonable information concerning the impact of and planned response to the Force Majeure, and promptly resume full performance of its obligations under the PO.

7.3 If Supplier’s performance under the PO is prevented, hindered or delayed by an event of Force Majeure for a period exceeding one (1) month, Company may in its absolute discretion terminate the PO upon giving written notice of termination.

9. COMPLIANCE WITH LAWS, ETC. In supplying the Goods and Services (if any), Supplier will and will ensure that its employees, agents, contractors and subcontractors (“Personnel”) (a) comply with all applicable laws and regulations; (b) comply with the Rio Tinto Group’s policies including “The Way We Work”, the Supplier Code of Conduct and the “Behavioural Standards” (including, without limitation, the Company’s Site. Company desires to procure Goods that are sourced responsibly and ensure that Conflict Minerals contained in such Goods and that are necessary to the functionality or production of the Goods, do not support conflict (i.e., directly or indirectly finance or benefit armed groups). For purposes of this clause the term “Conflict Minerals” shall mean columbite-tantalite, cassiterite, gold, wolframite, and their derivatives, and any other mineral or its derivatives determined by the U.S. Secretary of State, in coordination with the governments of the European Union, the United Nations Security Council, the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), the U.S. Department of State or the United Nations Security Council.

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

11. EXCLUSION OF CONSEQUENTIAL LOSS. Neither party will be liable to the other party under the PO for any special, incidental, indirect, consequential, exemplary or punitive damages or losses, loss of profits or revenues, loss of opportunities, loss of goodwill or loss of capital (whether or not connected with or caused by the Force Majeure). Consequential Loss caused by a party’s criminal acts, fraud or willful misconduct or Consequential Loss caused by Supplier for which Supplier is required to be insured under a policy of insurance pursuant to clause 12 hereof.

12. INDEMNIFICATION. Subject to clause 11 hereof, Supplier agrees to indemnify and hold harmless Company, other members of the Rio Tinto Group, and its/their officers, directors, employees and agents, from and against any claims, losses, damages or injuries of any kind or character (including, without limitation, reasonable attorneys’ fees) caused by Supplier’s breach of the PO. Supplier shall have no obligation to indemnify pursuant to this clause 12 if and to the extent that the relevant claim or liability is caused by an indemnified party; provided, however, this provision shall not relieve Supplier of any pro rata, proportional, contributory or other allocation of liability or fault imposed by applicable law.

13. INSURANCE. Without limiting Supplier’s obligations or liabilities hereunder, Supplier shall, at its sole expense and for the duration of the PO and all applicable warranty periods, purchase and maintain the following insurance: (a) commercial general liability insurance covering all liabilities for personal injury and property damage arising from the Services/Goods, with limits of liability of Euros 5,000,000 for each occurrence and in the aggregate; (b) professional liability insurance, with limits of liability of Euros 5,000,000 for each claim and in the aggregate. Supplier shall provide coverage endorsements for each category of required insurance, including, except in the case of workers’ compensation insurance and professional liability insurance: (i) an endorsement including Company and its directors, officers, employees, agents and representatives as additional insureds; (ii), an endorsement including a cross liability clause, noting that each of the parties comprising the insured shall be considered as a separate and distinct entity, the insurance applies as if a separate policy has been issued to each party, and no “insured-versus-insured” exclusion exists in the policy; and (iii) an endorsement waiving all express or implied rights of subrogation against Company. Supplier shall on request provide to Company or its designee certificates of insurance and endorsements as evidence of the insurance required under the PO.

13A PRIVACY AND DATA PROTECTION. Under this PO, Company is the data controller and Supplier is the data processor. Company and Supplier each warrant that it will comply with its obligations under applicable laws regulating the Processing of Personal Data (“Applicable Data Privacy Laws”) that is collected by or disclosed to it under this PO. Definitions: the terms “Personal Data” and “Processing” and “Processing” have the meaning under Applicable Data Privacy Laws, and as used herein, has the following meanings: (a) “Personal Data” means any information relating to an identified or identifiable natural person (“Data Subject”); (b) “Processing” means the performance, whether by automatic means or otherwise, of any operation or set of operations on Personal Data, such as collecting, recording, storing, using, disclosing, erasing or destroying any Personal Data; (c) “Data Subject” means any person who is the subject of Personal Data; and “Supplier” means Supplier by Company, or collected by Supplier for the purposes of this PO. Data Processing Obligations. Supplier accepts that in relation to all Company Personal Data, it must (a) only Process it for the purposes of supplying Goods or Services under the PO, and as directed by Company, except where Supplier reasonably believes that by following such directions, it would be in breach of Applicable Data Privacy Laws. In such case, Supplier may not Process the Company Personal Data and promptly notify Company prior to undertaking Processing of Company Personal Data; (b) not disclose Company Personal Data to any other person without Rio Tinto’s prior written consent, unless the disclosure is required by applicable law (and Supplier immediately notifies Rio Tinto, unless such notification is prohibited by that law); (c) take appropriate action to ensure any Supplier personnel who Process Company Personal Data understand and comply with the Supplier’s privacy and confidentiality obligations under this clause, and (d) upon request, provide all reasonable assistance to Company to facilitate the exercise of rights of data subjects; (e) provide information required by Company to meet its obligations under Applicable Data Privacy Laws and to demonstrate compliance with this clause; and (f) promptly notify Company as soon as it has received a complaint from any individual regarding the way his or her Personal Data has been processed or a request for access, rectification or erasure, or a request for any other rights related to individual complaints. Personal Data Transfers. Supplier must not transfer Company Personal Data from the European Economic Area (EEA) to a country deemed by the European Commission not to provide adequate protection (within the meaning of Directive 95/46/EC or
its replacement), unless Company consents in writing or unless contractual clauses approved by the European Commission for the transfer of personal data to processors in third countries are in place with the recipient. Personal Data Security and Personal Data Breach Notification (a) Supplier must put into place and maintain appropriate technical and organisational measures to secure Company Personal Data, having regard to the risk of accidental or unauthorised access, loss, destruction, misuse, modification, disclosure or damage to Personal Data. (b) If Supplier has knowledge of any (i) accidental loss or destruction of, or unauthorised disclosure of or access to Company Personal Data; or (ii) data security breach on any of the systems used in the provision of the Services, Supplier must (iii) expeditiously report such incident to Company; (iv) mitigate, to the extent practicable, any harmful effect of such disclosure or access that is known to Supplier or its subcontractors; (v) cooperate with Company in providing any notices to individuals regarding the incident, as directed by Company; and (vi) cooperate with any investigation into the incident that is subsequently undertaken by any data protection authority in connection with the incident. Supplier shall indemnify, defend and hold harmless Company, its respective directors, officers, and employees from and against any and all losses, claims, demands, suits, actions and other liabilities of every kind and character, arising from Supplier’s breach of this clause 13A.

14. CONFIDENTIAL INFORMATION. In the course of performing the PO, Supplier and/or Company may obtain certain information, oral or written (in whatever form or format) (collectively referred to as Confidential Information) that is not generally known to the public and that a breach of one party's obligations under this clause shall render null and void all rights of the other party irrevocably and unconditionally submits to the exclusive jurisdiction of the court of the country, provincial or territorial courts in England and the courts of appeal from them for determining any dispute concerning the PO.

17. GOVERNING LAW AND FORUM. The PO is governed by the laws of (a) the United Nations Convention on Contracts for International Sale of Goods, (b) the International Sale of Goods Act, and (c) the International Sale of Goods Contracts Convention Act. Each party remains responsible and liable for all Processing of Personal Data by any assignees, delegates or subcontractors. The Company reserves the right to monitor and/or audit the Supplier’s adherence to the Rio Tinto Business Practices and Standards. The PO, including these PO General Conditions and any attachments noted in the PO, constitutes the entire agreement relating to the subject matter hereof and supersedes all prior and contemporaneous understandings or statements unless expressly contained herein. If there is any conflict between these PO General Conditions and a provision elsewhere in the PO (including attachments to the PO), these PO General Conditions will prevail. No modification or alteration of the terms hereof shall be binding unless such modification or alteration is in writing and signed by both Company and Supplier. Either party's waiver of any breach, or failure to enforce any of the PO General Conditions, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance with every term and condition hereof. If the date for payment of any monies under the PO falls on either a weekend or public holiday, the payment will be due on the following business day. Supplier and Company have agreed that these PO General Conditions and any attachments noted in the PO shall govern the performance of the PO.

19. COMPLIANCE WITH RELEVANT REQUIREMENTS AND POLICIES. (i) The Supplier must comply with all applicable legislation, Applicable Laws and requirements relating to its obligations under this PO. (ii) It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in, extortion, kickbacks, payoffs, influence peddling, improper advantage or benefit in connection with the PO. The Supplier must, on request by the Company from time to time, confirm in writing that it has not offered, paid, promised to pay, authorised the payment of or transferred money or anything of value to any person (including a government official or private individual or enterprise) to secure any improper advantage or benefit in relation to matters contemplated by the PO, either directly or indirectly through a third party. (iv) The Supplier must not directly or indirectly offer, pay, promise, give, authorise, solicit or accept any bribe of any kind or any other undue advantage (of whatever nature or amount, including facilitation payments) to be made to or received from any person (including a government official, private individual or enterprise) in order to obtain, retain or direct business or to influence or secure any other improper advantage or benefit in connection with the PO. (v) The Supplier has not and will not violate the Australian Criminal Code Act 1995, US Foreign Corrupt Practices Act 1977, the UK Bribery Act 2010 or any similar Applicable Law or engage in any conduct that would be considered corrupt or improper under the law. (vi) The Supplier shall not assign, delegate or subcontract the PO or any interest therein, including any performance thereof, to any third party without the prior written consent of Company, unless Company consents in writing or unless contractual clauses approved by the European Commission for the transfer of personal data to processors in third countries are in place with the recipient. Personal Data Security and Personal Data Breach Notification (a) Supplier must put into place and maintain appropriate technical and organisational measures to secure Company Personal Data, having regard to the risk of accidental or unauthorised access, loss, destruction, misuse, modification, disclosure or damage to Personal Data. (b) If Supplier has knowledge of any (i) accidental loss or destruction of, or unauthorised disclosure of or access to Company Personal Data; or (ii) data security breach on any of the systems used in the provision of the Services, Supplier must (iii) expeditiously report such incident to Company; (iv) mitigate, to the extent practicable, any harmful effect of such disclosure or access that is known to Supplier or its subcontractors; (v) cooperate with Company in providing any notices to individuals regarding the incident, as directed by Company; and (vi) cooperate with any investigation into the incident that is subsequently undertaken by any data protection authority in connection with the incident. Supplier shall indemnify, defend and hold harmless Company, its respective directors, officers, and employees from and against any and all losses, claims, demands, suits, actions and other liabilities of every kind and character, arising from Supplier’s breach of this clause 13A. (c) The Supplier must expressly disclaim, and exclude, application to the PO of any applicable law or any specific or individual provision of law or conduct, or any amount that may be due hereunder, without Company’s prior written consent. Supplier must remain responsible and liable for all Processing of Personal Data by any assignees, delegates or subcontractors. The Company reserves the right to monitor and/or audit the Supplier’s adherence to the Rio Tinto Business Practices and Standards. The PO, including these PO General Conditions and any attachments noted in the PO, constitutes the entire agreement relating to the subject matter hereof and supersedes all prior and contemporaneous understandings or statements unless expressly contained herein. If there is any conflict between these PO General Conditions and a provision elsewhere in the PO (including attachments to the PO), these PO General Conditions will prevail. No modification or alteration of the terms hereof shall be binding unless such modification or alteration is in writing and signed by both Company and Supplier. Either party’s waiver of any breach, or failure to enforce any of the PO General Conditions, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance with every term and condition hereof. If the date for payment of any monies under the PO falls on either a weekend or public holiday, the payment will be due on the following business day. Supplier and Company have agreed that these PO General Conditions and any attachments noted in the PO shall govern the performance of the PO.
20. **AUDIT RIGHTS.** (a) The Supplier will allow the Company and any auditors or other advisers to the Company to access any of the Supplier's premises, Personnel and relevant records as may be required in order to: (i) undertake verification that the services are being provided and all obligations of the Supplier are being performed in accordance with this PO; or (ii) fulfill any legally enforceable request by any regulatory body. (b) The Supplier will provide the Company (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to any audit. The Company and its third party representatives will have the right to immediately access and take copies of any records and any other information held at the Supplier's premises and to meet with the Supplier's Personnel to audit the Supplier's compliance with its obligations under this PO. The Supplier will give all necessary assistance to the conduct of such audit during the term of this PO and for period of three years after termination.

21. **CONFLICTS.** (a) The Supplier represents and warrants that: (i) they do not have any direct or indirect interests that conflict, or possibly may conflict, with the interests of the Company; and (ii) they will avoid a situation in which they can have a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company. (b) The Supplier will promptly notify the Company if, at any time during the term of this PO, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in Clause 21(a) at the relevant time. (c) If the Supplier is not able to repeat the warranties set out in Clause 21(a) at any time this will constitute a material breach of this PO and the Company will be entitled to terminate with immediate effect and without regard to any waiting periods or cure periods specified in the PO. The Supplier will not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third parties entered into before termination.