

## CONDITIONS OF QUOTATION FOR NEWCREST GROUP COMPANIES

### GENERAL

- 1.0 Quotes or bids for the supply of Goods or Services to Newcrest as requested in any request for quote (RFQ), call for expressions of interest or tender (collectively referred to as a "Quotation") shall be submitted via email to the person, and by the date and time for closing of Quotations as nominated by the relevant Newcrest Mining Limited group company ("Newcrest").
- 2.0 All inquires concerning the Quotation should be directed, via email, to the person nominated by Newcrest. Newcrest reserves the right to reject any other communications.
- 3.0 The closing date for each Quotation will be as nominated by Newcrest.
- 4.0 Newcrest shall not be bound to award to the lowest or any Bidder. Newcrest may in its absolute discretion reject a Quotation that does not include the information requested or is not in the format required.
- 5.0 Newcrest may award all or part thereof to any Bidder without prejudice to the Quotation prices.
- 6.0 Quotation prices shall be firm for acceptance for a minimum period of sixty (60) days from closing date of the Quotation.
- 7.0 Newcrest reserves the right to change any terms or information in, to issue addenda relating to or cancel any Quotation. No party will have any claim against Newcrest, or its related bodies corporate, or their respective officers, employees, agents or advisers with respect to the exercise, or failure to exercise, such rights.
- 8.0 Bidders are responsible for their own costs of preparing and submitting a Quotation submission and Newcrest takes no responsibility for any costs whatsoever.
- 9.0 Hard copy Quotations are not required unless specifically requested. Quotations must be lodged by the closing time. This closing time may be extended by Newcrest in its absolute discretion by providing written notice to Bidders. Newcrest reserves the right to exclude or consider a Quotation lodged after the closing time.
- 10.0 The Bidder is encouraged to submit alternative proposals where the alternative is considered to be an improvement or more economical and still meets or exceeds the specifications of the item as stated by Newcrest. Alternatives should be clearly marked "Alternative Proposal".
- 11.0 Newcrest recommends that Bidders seek independent legal and financial advice on the consequences (if any) of dealing with Newcrest. Newcrest expressly disclaims and accepts no liability for any representations made by any employee, agent or contractor of Newcrest in relation to the legal or taxation consequences of dealing with Newcrest.
- 12.0 Any quantities or forecasted requirements indicated by Newcrest are estimates only and are not binding on Newcrest.
- 13.0 By submitting a response or bid to a Quotation, Bidders agree to be bound by the relevant Newcrest terms and conditions in relation to goods or services depending on the Newcrest Group company in question (copies available from Newcrest's website at [www.newcrest.com.au](http://www.newcrest.com.au)).
- 14.0 To the extent of any inconsistency, these conditions are superseded by any specific Quotation terms and conditions that may have been included in a Quotation issued or published by Newcrest.

### CONFIDENTIAL PROPRIETARY INFORMATION

- 15.0 Newcrest's Quotation documents are only for the purpose of enabling each potential Bidder to prepare and submit a Quotation in response thereto. The information contained or referred to in the Quotation documents, is confidential and must not be disclosed or released for any other use or purpose.
- 16.0 Any intellectual property rights as may exist in Quotation documents and any other documents provided to Bidders by or on behalf of Newcrest in connection with a Quotation are owned by (and will remain the property of) Newcrest.
- 17.0 Each Bidder, by submission of their Quotation, grants to Newcrest an irrevocable, non-exclusive, royalty free licence to use, modify and adapt or to reproduce the whole, or any portion, of their Quotation for the purposes of enabling Newcrest to evaluate the Quotation.

### COLLUSION AND ANTI-COMPETITIVE CONDUCT

- 18.0 Bidders and their respective officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Bidder or any other person in relation to the preparation, content or lodgement of their Quotation. In addition to any other remedies available to it, Newcrest may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in such collusive or anti-competitive conduct.