



PURCHASE ORDER TERMS AND CONDITIONS
Document Reference 8100-PR-5006-TCS-REV A

Definitions

1. Terms defined below are given their respective meanings when used in these Purchase Order Terms and Conditions and attached Purchase Order a (together comprising a contract between RED and the Supplier):

Business Day means a day on which banks are open for general banking business in Perth, Western Australia, excluding a Saturday, Sunday, or public holiday in that city.

Confidential Information means the Purchase Order and/or these Purchase Order Terms and Conditions and information (regardless of its form) disclosed directly or indirectly by RED and treated or designated as confidential by RED or the Supplier knows, or ought to know, is confidential.

Consequential Loss means any loss of production, loss of revenue, loss of profit, loss of business reputation, business interruptions, loss of opportunities, loss of anticipated savings or wasted overheads.

Date for Delivery means the date for delivery specified in the Order.

Delivery Address means the delivery address specified in the Order.

Goods means the goods stated in the Order and includes software unless expressly stated otherwise.

Invoice means an invoice submitted by the Supplier in accordance with these Purchase Order Terms and Conditions must be prepared and drafted so each item line is consistent with how the Purchase Order has been issued and must quote the Order Number and contain all particulars prescribed under the applicable Law including the tax invoice requirements of the GST Law.

Law means all legislation, including acts, regulations, by-laws, orders, and other subordinate legislation.

Order Number means the order number specified in the Purchase Order.

Personnel means the Supplier's officers, employees, delegates, subcontractors, partners, agents, and service providers of any nature.

Purchase Order means a document entitled "Purchase Order," issued by RED to the Supplier to order any Goods and/or Services. A Purchase Order incorporates the Purchase Order Terms and Conditions and any other document attached to, or incorporated by reference in, the Purchase Order or these Purchase Order Terms and Conditions.

Purchase Order Terms and Conditions means these terms and conditions.

Purchase Price means the price payable in respect of the Order, which is deemed to include, unless expressly stated otherwise in the Order, all costs of delivery, including any Customs Duty, storage, and packaging of the Goods, and/or all costs for providing the Services.

RED means Red 5 Limited (ABN 73 068 647 610), Opus Resources Pty Ltd (ACN 099 235 533), Darlot Mining Company Pty Ltd (ABN 78 165 235 245) and Greenstone Resources (WA) Pty Ltd (ABN 58 100 341 599) and other associated entities.

RED Representative means the appointed RED Group Procurement and Contracts Superintendent.

Separate Written Contract means an expressly separate written contract executed between RED and the Supplier.

Service Agreement or Other means a Separate Written Contract executed between RED and the Supplier to carry out, provide and/or execute the Service at and/or on Site.

Site means King of the Hill Mine Site and Processing Hub and/or Darlot Mine Site.

Services means the services provided or to be provided by the Supplier under the Terms.

Special Conditions means any terms and conditions (if any) set in Schedule 1 to this document, which are incorporated into and form part of these Purchase Order Terms and Conditions of this document.

Supplier means the party supplying the Goods and/or Services under the Purchase Order and/or these Terms and Conditions.

Supplier Representative means the person nominated by the Supplier in the Vendor Setup Form at the time of creating the Supplier as a vendor of RED.

Warranty Period means the warranty period specified in the Order or, if no warranty period is specified, a period of 12 months from the date on which the Supplier delivers the last of the Goods to the Delivery Address.

Special Conditions

2. All (if any) of the Special Conditions set out in Schedule 1 to this document are deemed to be incorporated in these Purchase Order Terms and Conditions. Suppose any Special Conditions are inconsistent with any provision in the Purchase Order or these Terms and Conditions. In that case, the Special Conditions shall prevail to the extent of the inconsistency.

Application of terms

3. The agreement between RED and the Supplier consists of the Purchase Order and these Purchase Order Terms and Conditions.
4. In consideration of payment of the Purchase Price by RED, the Supplier must supply the Goods and/or provide the Services in accordance with and as specific in the Purchase Order, which includes these Purchase Order Terms and Conditions.
5. The Purchase Order and/or these Purchase Order Terms and Conditions contain the entire agreement between the Parties about the subject matters and supercedes all prior agreements, communications, and negotiations, whether written or oral, in relation to the supply of the Good and/or provision of Services.
6. If at any time RED issues a Purchase Order to the Supplier and where that Purchase Order relates to Goods and/or Service that are subject to a Separate Written Contract entered into by RED and the Supplier, then those expressed terms and conditions set out in the Separate Written Contract shall apply to the extent of any inconsistency with these Purchase Order Terms and Conditions.
7. The Supplier is taken to have carefully examined all documents and other information furnished by RED relating to the supply of the Goods and/or performance of the Services set out in the Purchase Order and to have fully satisfied itself of all conditions, risks, contingencies, and other circumstances which might affect the supply of the Goods and/or the performance of the Services, including conditions at the Delivery Address, and to have made allowance for all of these in the Purchase Price.
8. To the extent permitted by Law and to the extent the Supplier's terms and conditions are supplied to RED in respect of the Supplies (including as printed on consignment notes or other documents), those terms and conditions will be of no legal effect. They will not constitute part of the Purchase Order and these Terms and Conditions (even if any representative of the RED signs those terms and conditions or annexes them to this Purchase Order). The Supplier's terms and conditions will only be of legal effect if those terms and conditions have been executed by the RED Group Procurement and Contracts Manager and/or in the event of the Corporations Act by the relevant RED directors.
9. The Purchase Order and/or these Terms and Conditions do not create any exclusive supply relationship between the Supplier and RED, and RED is not obligated to procure any minimum level of Goods or Services from the Supplier at any time.
10. The Supplier may not assign or subcontract any rights or obligations under the Purchase Order and/or these Terms and Conditions without RED's prior written consent.

11. Time is of the essence concerning the Supplier's performance and obligations of the Purchase Order and Purchase Order Terms and Conditions.

Purchase Orders

12. If RED wants to engage the Supplier, RED shall issue a Purchase Order setting out the required Goods and/or Services, the Purchase Price, the Date of Delivery, and the Delivery Point.
13. Expect in exceptional circumstances where permission of appointed RED General Manager of the Site has been granted if at any time the Supplier is required to provide, carry out and/or execute the Services on the Site, the Supplier shall only carry out and/or provide those Services once RED and the Supplier have entered into a Service Agreement or other formal Agreement.
14. In exceptional circumstances where permission from the appointed RED General Manager of the Site has been granted, the Supplier must not, under any circumstances, accept a verbal or written order from RED unless a valid Purchase Order has been issued.
15. The Supplier acknowledges and agrees the RED has a no purchase order, no payment policy and, as such, shall not be paid for any Goods supplied and delivered and/or Services provided or carried out without a valid Purchase Order except in exceptional circumstances where permission of appointed RED General Manager of the Site has been granted.
16. If the Supplier has been provided with a Purchase Order by RED and no reply or advice has been given back to RED within 3 business days, it will be taken that the Supplier has accepted the Purchase Order and shall supply the Goods and/or provide the Services as set out in the Purchase Order and be bounded by these Purchase Order Terms and Conditions.
17. If the Supplier cannot or potentially cannot provide the Goods and/or Services that have been accepted pursuant to the Purchase Order or of these Purchase Order Terms and Conditions, then the Supplier, if directed by RED, must take all reasonable steps to resolve this matter.
18. If the Supplier requires RED to complete a credit application for the supply of the Goods and/or the provision of Services, then the outcome of that credit application does remove or change any obligation or conditions to these Purchase Order Terms and Conditions.
19. The Supplier must confirm which RED corporate entity the Purchase Order has been issued under. If a Purchase Order has been actioned or acted upon, then that RED corporate entity shall apply for that transaction.

Supply of Goods

20. The Supplier must supply and deliver the Goods as set out in the Purchase Order to the Delivery Address by the Date of Delivery in accordance with the Purchase Order and these Purchase Order Terms and Conditions.
21. The Supplier will be responsible for packing, protecting and transporting the Goods and must ensure that the Goods are suitably packed to avoid damage in transit and/or in storage. Every package must be marked with the Purchase Order number, item number, Delivery Address, contents, quantity, date and method of dispatch and weight of each package.
22. The Supplier acknowledges and agrees that it will be liable for all costs up to and including the Good's acceptance by RED at the Delivery Address.
23. If requested by RED, the Supplier must provide RED with all necessary documentation evidencing compliance with export and import formalities, including evidence of all taxes paid.
24. All Goods delivered are subject to RED's inspection and acceptance process within a reasonable time period after delivery at the Delivery Address. If, upon inspection or testing, RED finds that any of the Goods are defective in any way, of poor quality, are not in accordance with the Purchase Order or otherwise, RED, in its absolute discretion, may reject the Goods and direct the Supplier at its expense to replace, repair or remedy the rejected Goods.

25. The Supplier acknowledges that RED has no liability to pay for the Goods and/or any other costs or damages for whatsoever reason of the defected Goods.
26. RED accepts the Goods without prejudice to any of its rights under the Purchase Order or these Purchase Order Terms and Conditions.
27. The Supplier represents and warrants that as of the Date for Delivery, it is the legal and beneficial owner of and there are no encumbrances or liens on the Goods, and no person other than the Supplier holds or is entitled to hold any interest in the Goods.
28. Title in the Goods passes to RED upon payment in full of the Purchase Price. Notwithstanding this, where the Goods are to be paid for by Invoice, RED is entitled to use or consume the Goods or incorporate them into other goods or products at the discretion of RED, pending payment for the Goods in accordance with the Purchase Order and/or these Purchase Order Terms and Conditions.
29. Risk in the Goods passes to RED when the Goods are delivered to the Delivery Address and have been accepted by RED, and a proof of delivery notice is signed by an authorised person (unless otherwise agreed).

Provision of Services

30. The Supplier must provide, perform, and complete the Services by the Date of Delivery as specified and matches the description of Services in the Purchase Order.
31. If the Supplier showed RED a result achieved by the Services before RED issued the Purchase Order, then the Services must correspond in nature and quality with Services that achieved that result.
32. The Supplier must always ensure that it assigns and maintains suitably qualified Personnel with suitable training, experience, and skills, provide all necessary equipment (including the certification of equipment, where required) and facilities to perform the Services, and control, coordinate, supervise, direct, and provide all activities necessary to perform the Services in accordance with the Purchase Order.
33. The Supplier must promptly rectify all defects in the Services at its cost until all the deficiencies are corrected.
34. The Supplier has sole responsibility for providing all resources and equipment necessary to perform the Services, whether they are carried out at RED's premises or elsewhere.

Price

35. The Purchase Price is firmly fixed for the duration of the Purchase Order and will not be subject to any adjustment.
36. Except as expressly provided in the Purchase Order, the Purchase Price includes all taxes, duties, levies, and fees (including GST) that are payable in relation to the supply and delivery of the Goods and performance of the Services. The Supplier must pay such taxes, duties, levies, and fees.
37. The Purchase Price will not be varied for any reason except where expressly agreed in writing, signed by an authorised representative of RED.
38. Upon delivery of the Goods and/or completion of the Services, or such time as may be specified in the Purchase Order, the Supplier shall provide RED with an Invoice, which must include a detailed description of the delivered Goods or Services completed, reference to the Order Number including the line items on the Purchase Order and details of the Purchase Price.
39. The Invoice must be submitted via email to RED accounts payable email address being accountspayable@red51td.com.
40. The provision of an Invoice that complies with requirements set out in these Purchase Order Terms and Conditions is a precondition to the Suppliers right to payment for the delivered Goods and/or completion of the Services.
41. Subject to the Purchase Order and these Purchase Orders and Conditions, RED will pay the Supplier once RED can verify that the Goods have been received and/or Services have been executed, whichever occurs thereafter, the Invoice amount within 30 days of the end of the month in which the tax invoice is submitted.

42. RED may withhold payment, and the Supplier must not submit an Invoice when the Goods have not been supplied and/or Services not completed in accordance with the Purchase Order and these Purchase Order Terms and Conditions and deduct from payment any money owed by the Supplier to RED under these Purchase Order Terms and Conditions or otherwise.
43. If GST is payable and included in the Purchase Price, the Invoice must be a valid tax invoice. All Invoices must be itemised and be in a form that clearly indicates any GST component already paid by the Supplier for which the Purchase Order is entitled to claim an input credit.
44. Any money payable under these Purchase Order Terms and Conditions will be paid by electronic funds transfer to the Supplier's nominated bank account or by such other means as approved by RED.
45. Payment is not evidence of the value of the Goods or Services, an admission of liability or that the Goods or Services are satisfactory but is a payment on account only.

Change and/or Cancellation of a Purchase Order

46. The Supplier must not change the Goods or Services, including an addition, reduction, or omission to any part of the Goods or Services except in accordance with a written direction from RED, in which case the Supplier must comply with that direction and the Purchase Price will be adjusted by an amount agreed.
47. If the Supplier is unable to accept the requested change to the Goods and/or Services in full or any part of, pursuant to these Purchase Order Terms and Conditions, then RED will cancel the Purchase Order and shall have no liability to the Supplier arising from this change.
48. RED may, at its option, cancel (in whole or part) any Purchase Order ordered before delivery of the relevant Goods and/or the Services being provided. Suppose the Purchase Order relates to the Supplier's standard stock merchandise. In that case, RED shall have no liability to the Supplier arising from this cancellation but is liable to pay for the Goods delivered and/or Services completed before the date of cancellation.

Ending a Purchase Order

49. RED may, in its absolute discretion and for any reason whatsoever, and without being obliged to give any reasons, choose to end the Purchase Order at any time by giving written notice to the Supplier.
50. RED may, in its absolute discretion, terminate the Purchase Order due to the Supplier's negligence. RED is entitled to recover from the Supplier any costs, losses, damages, and liabilities incurred or suffered by RED as a result of or arising out of, or in any way in connection with, the ending or any preceding breach.
51. Except as set out in these Purchase Order Terms and Conditions (as applicable), the Supplier will not be entitled to make, and RED will not be liable for, any further claim, including for any loss caused by the termination of the Purchase Order.

ERP System

52. If directed by RED, the Supplier must provide the Invoice using an electrical invoicing system and/or a vendor online management portal.

Representatives

53. The RED appointed RED Representative to act on its behalf in relation to the Purchase Order, and these Purchase Order Terms and Conditions is the RED Group Contracts and Procurement Superintendent, and such details will be set out on the Purchase Order.
54. The Supplier must appoint a Supplier's Representative to act on its behalf in relation to the Purchase Order and these Purchase Order Terms and Conditions and provide to the respect name and contact details of that appointed Representative

Warranties

55. RED gives no representation or warranty as to the completeness or accuracy of any information provided to the Supplier in connection with the Purchase Order and/or these Terms and Conditions.

56. The Supplier represents and warrants that the Services being provided will be executed and performed to match the description of the Service on the Purchase Order, must correspond in nature and quality with the Services that achieved that result, and must be performed with professional skill, care and diligence expected of a skilled and experienced professional supplier.
57. The Supplier represents and warrants that the Goods being supplied will be of merchantable quality, new in every respect, in good order and condition, fit for the purpose and comply with all applicable standards, laws and/or legislation.
58. The Supplier represents and warrants that the Goods being supplied and, where it is reasonable to do so, shall provide a warranty for the Warranty Period.

Liability and indemnities

59. The Supplier is liable for and must hold harmless and indemnify on demand RED, its Personnel, and its Related Bodies Corporate from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, defects and costs and expenses of any nature, including legal fees and expenses, arising in any manner out of or in any way in connection with the acts or omissions of the Supplier or its Personnel under or in connection with the provision of the Goods and/or Services, the Purchase Order or these Purchase Order Terms and Conditions (including the infringement of any third party's intellectual property rights), whether or not the acts or omissions are in tort (including negligence), breach of contract or otherwise regarding the Purchase Order, except to the extent that the negligence causes the loss, acts or omissions of RED or its Personnel.
 60. Notwithstanding anything in the Purchase Order and these Purchase Order Terms and Conditions, neither Party will be liable to the other for any Consequential Loss suffered or incurred by the other Party in connection with the Purchase Order or these Purchase Order Terms and Conditions.
 61. If any Law relating to the apportionment of liability applies to the Purchase Order or these Purchase Order Terms and Conditions, then, to the extent that the Law may be lawfully excluded, the Law is excluded from operation concerning any Dispute or action brought by one Party against the other Party arising out of or in connection with the Purchase Order, these Purchase Order Terms and Conditions, or any Personnel of the Supplier or any of its subcontractors.
 62. Every exemption, limitation, defence, immunity, or other benefit contained in these Purchase Order Terms and Conditions to which RED is entitled to will also be held by RED to the benefit of, and will extend to protect, each of its Personnel and Related Bodies Corporate.
 63. The indemnities provided by the Supplier under these Purchase Order Terms and Conditions are continuing obligations separate and independent from the Supplier's other obligations.
 64. It is not necessary for RED or RED Indemnified Parties to incur expenses or make payment before enforcing the indemnity rights conferred by these Purchase Order Terms and Conditions.
- #### Insurance
65. The Supplier must, for the duration of the Purchase Order and/or these Purchase Order Terms and Conditions (at its own cost), maintain and effect the required Insurance policies and any further policies listed in the Purchase Order and/or directed by RED, and for the higher of the cover amounts stated in the Purchase Order and/or Purchase Order Terms and Conditions, from one or more insurers with a current Standard & Poor's rating of not less than A- or a similar rating from another agency acceptable to RED.
 66. The Supplier must, at its own cost and expense, procure and maintain Public and Product Liability Insurance with limited liability of no less than \$10,000,000 in respect of any one incident and with a \$50,000 maximum deductible covering all claims and/or against any claim in respect of loss or destruction of, or injury or damage to, or loss of use of any real or personal property, or any personal injury to or death of any person, arising out of, or caused by the Goods or the performance or non-performance of the Services by the Supplier or its subcontractors, agents or employees or the quality, disposal or sale of Goods or products used by the Supplier in the supply of the Goods and/or performance of the Services against RED.
 67. The Supplier must, at its own cost and expense, procure and maintain Worker's Compensation and Employer's Liability Insurance (including industrial disease cover)

covering all claims and/or against any claims and/or liabilities that arise out of or is caused or contributed by the Supplier against RED under any Law, and where law claims are allowed outside of the statutory scheme, for employer's liability at common law, for the death of or injury to any person employed by the Supplier or in connection to the Purchase Order or these Purchase Order Terms and Conditions, and/or who may be deemed under applicable Law to be a worker of the Supplier of RED.

68. The Supplier must, at its own cost and expense, procure and maintain Motor Vehicle Insurance covering against all loss and/or damage to all mechanically propelled vehicles that are registered or otherwise (whether owned, hired or leased) used for the supply of the Goods and/or in the performance of the Services. The Supplier must ensure that all vehicles are covered and have comprehensive motor vehicle insurance of no less than \$10 million for any one occurrence and unlimited as to the number of occurrences and compulsory third-party bodily injury indemnity insurance as required by and provided with the registration of the motor vehicle by the relevant government authority.
69. If professional services are being provided as deemed by RED, the Supplier must, at its own cost and expense, procure and maintain Professional Indemnity Insurance covering all claims made against the Supplier or its sub-contractor for breach of professional duty by reason of an act, error or omission whenever committed in the provision of the Services or in respect of the supply of the Goods with a limit of liability of not less than \$5,000,000 for any one occurrence in respect of any one incident and with a \$50,000 maximum deductible. The Professional Indemnity Insurance policy will either be renewed for 7 years after the issue of the Purchase Order and/or these Purchase Order Terms and Conditions or alternatively, 7 years of run-off cover will be purchased by the Supplier.
70. The Supplier must, at its own cost and expense, procure and maintain Plant and Equipment Insurance covering all items of the Supplier's equipment (including unregistered motor vehicles) that the Supplier uses in connection with the Purchase Order and/or these Purchase Order Terms and Conditions for an amount of not less than its market value, to the satisfaction of RED.
71. The Supplier is responsible for paying the deductible for any of the Supplier Insurance if there is a deductible payable, and RED was not responsible for the loss or damage giving rise to the insurance claim.

Site

72. RED will grant the Supplier reasonable access to the Delivery Address for the Supplier to deliver the Goods only.
73. RED may restrict or deny the Supplier or its Personnel access to the Delivery Address at its sole discretion.
74. In exceptional circumstances where permission of appointed RED General Manager of the Site has been granted to carry out Services on Site due to an urgent breakdown or production loss event that needs to be resolved within 2 business days, and then the Supplier is obligated to the relevant clauses set out in these Purchase Order Terms and Conditions.
75. The Supplier must comply with any direction given by RED or any of its agents or employees when on RED's site, including when delivering the Goods.
76. The Supplier must ensure that its employees, contractors, and agents always, when on RED's premises or sites, comply with RED's regulations, policies and procedures, including its relevant Site's specific Health, Safety and Environment Policies, Code of Conduct, Anti-Bribery and Corruption Policy, Human Rights Policy Statement, Sustainable Development Policy, and any other code of ethical business practice issued by it.
77. The Supplier must ensure that its employees, contractors, and agents entering the Site must at least 7 days prior provide at the Supplier's sole cost and expense a record of police clearance in respect of each member of Supplier Personnel, details of a clear medical undertaken in the 12 months prior to the date of access and a clear drug and alcohol clearance screens undertaken in the three months prior to the date of the access to the Site.

Compliance and reporting

78. At its own expense, the Supplier must comply with all State, Federal and Local Laws, regulations, or orders applicable to the purchase, manufacture, processing, delivery and pricing of the Goods and provision of the Services.

79. The Supplier must provide RED with such reasonable assistance as requested by RED in order for RED to satisfy and comply with any Law applying to RED and relating to the Purchase Order and/or Purchase Order Terms and Conditions.
80. From time to time, RED may request the Supplier to provide a written report setting out in detail such information about the Goods and/or Services or any other obligations of the Supplier under the Purchase Order and/or these Purchase Order Terms and Conditions, as RED may require. The Supplier must provide the report to RED within 10 Business Days of that request unless another timeframe is stipulated in RED's request.

Confidentiality and media

81. The Supplier must at all times keep confidential and not use or disclose, not make any public announcement, issue any media release, or disclose for distribution through any communications media any information, including Confidential Information, except as permitted by these Purchase Order Terms and Conditions and with RED's prior written consent.
82. The Supplier must immediately notify RED if it becomes aware or has reason to believe that any breach of Confidential has occurred, that any unauthorised access to or use of, or any security breach relating to or otherwise affecting, any Confidential Information has occurred, or that any Supplier's Personnel who has had access to Confidential Information has breached or intends to breach the terms of these Purchase Order Terms and Conditions.

Intellectual Property

83. The Supplier grants RED the Principal a non-exclusive, irrevocable, royalty-free, perpetual, worldwide, transferable licence to exercise all rights in all Supplier's IP to the extent required to utilise the Goods and the Services and to exercise all rights under the Purchase Order and/or these Purchase Order Terms and Conditions.

Disputes and termination

84. If any dispute, question, or difference of opinion between RED and the Supplier arises out of or in connection to the Purchase Order and/or these Purchase Order Terms and Conditions, then both parties must try to resolve the dispute. In the event that the Dispute cannot be resolved, then RED may terminate the Purchase Order and/or these Purchase Order Terms and Conditions or any part of it pursuant to clause 51.
85. RED may terminate the Purchase Order and/or these Purchase Order Terms and Conditions or any part of it at any time, for whatsoever reason, without any liability by giving Supplier notice.

Force Majeure

86. A party will not be liable for any delay or failure to perform any of its obligations under the Purchase Order and/or these Purchase Order Terms and Conditions where such a failure is caused by a force majeure event if, as soon as reasonably possible after the beginning of the force majeure event affecting the ability of the party to perform any of its obligations under the Purchase Order and/or these Purchase Order Terms and Conditions.
87. An amendment to the Delivery Date is the Supplier's sole remedy for any delays resulting from a force majeure event, and the Supplier will not be entitled to and/or RED will not be liable for payment of any damages, costs or expenses relating to the force majeure event.
88. Where the force majeure event prevents the Supplier in the supply of the Goods and/or the provision of Services, then RED may terminate the Purchase Order and obtain the Goods and/or Services from another source at its cost.

General

89. The Purchase Order and/or these Purchase Order Terms and Conditions will be construed and interpreted by the laws of Western Australia, and the parties submit to the non-exclusive jurisdiction of that State's courts.
90. All notices and other documents given according to the Purchase Order and these Purchase Order Terms and Conditions must be in writing. They must be delivered by hand, post, or email to the receiving party at its address in the Purchase Order or as otherwise notified by the receiving party to the sending party.

91. A waiver of a breach of any provision of or variation to the Purchase Order and/or these Purchase Order Terms and Conditions must be in writing and be agreed to by both RED and Suppliers Representatives.
92. If RED is restructured by Law or through other means, including the use of a subsidiary or associated companies or transfer of assets, rights, and liabilities, then the rights and obligations of RED under the Purchase Order and/or these Purchase Order Terms and Conditions are assigned to and assumed by the appropriate legal entity as determined by RED or the successors of RED under the restructure.
93. RED has no liability to the Supplier whatsoever for giving a third-party access to documents relating to the Purchase

Modern Slavery

94. The Supplier represents and warrants that it is committed to preventing modern slavery and human trafficking in its operations and supply chains. The Supplier further represents and warrants that, if the Act requires, it has implemented policies and procedures to identify and mitigate modern slavery risks in its operations and supply chains.
95. The Supplier agrees to comply with all applicable laws and regulations related to modern slavery, including but not limited to the Modern Slavery Act 2018, and to cooperate with the RED's efforts to assess and address modern slavery risks in its supply chains.
96. The Supplier agrees to notify RED in writing immediately if it becomes aware of any actual or potential modern slavery or human trafficking in its operations or supply chains and to cooperate fully with any investigation or audit conducted by RED or its representatives.
97. RED reserves the right to terminate any purchase order and/or the Supplier's engagement with RED if the Supplier breaches this clause or if RED determines that the Supplier is engaged in modern slavery or human trafficking in its operations or supply chains.
98. By accepting any purchase order from RED, the Supplier acknowledges and agrees to the terms of this Modern Slavery Clause and agrees to take all necessary steps to prevent modern slavery and human trafficking in its operations and supply chains."