



Australian Gas Infrastructure Group

Shipper Contract

Tanami Natural Gas Pipeline

AGI Tanami

Level 22, 140 St Georges Terrace
Perth, Western Australia 6000, Australia

(AGI)

and

(Shipper)

DRAFT

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Shipper Contract

Date (Effective Date) (Day) (Month) (Year)
Parties	These terms are made and by
1.	AGI Tanami Pty Ltd of Level 22, 140 St Georges Terrace, Perth, Western Australia
2.	(Shipper) .

1. Definitions and Interpretation

1.1 Definitions

In this Contract:

Affected Party has the meaning in clause 15.1.

AGI means AGI Tanami Pty Ltd

AGI Default Notice has the meaning given in clause 18.6.

Allocation Agreement means the agreement of such name signed by AGI

Tariff means the Tariff as per clause 16.

AS followed by a designation, refers to the text from time to time amended and for the time being in force of the document so designated issued by Standards Australia.

Associated means, when used to describe the relationship between:

- (a) an Inlet Station and an Inlet Point, that the Inlet Station is used to measure Gas flows and other parameters at the Inlet Point; and
- (b) an Outlet Station and an Outlet Point, that the Outlet Station is used to measure Gas flows and other parameters at the Outlet Point.

Authorisation includes any authorisation, approval, agreement, indemnity, consent, clearance, registration, filing, certificate, licence, approval, permit, accreditation or exemption from a Governmental Agency or otherwise.

Bank Bill Rate means, for the day of calculation, the average mid-rate for bills having a tenor closest to 90 days, as displayed on the "BBSY" page of the Reuters Monitor System on that day. However, if the average mid-rate is not displayed by 10:30am (Sydney time) on that day, or if it is displayed but there is an obvious error in that rate, Bank Bill Rate means the rate (expressed as a yield to maturity) set by AGI acting reasonably at approximately 10:30am on that day, having regard, to the extent possible, to the

mid-rate of the rates otherwise bid and offered for bills of that tenor at or around that time (including any displayed on the "BBSW" page of the Reuters Monitor System). The rate set by AGI must be expressed as a percentage rate per annum and be rounded up to the nearest sixth decimal place.

Capacity means:

- (a) at an Inlet Point - the capacity of the TNP to take delivery at and to transport Gas from that Inlet Point; and
- (b) at an Outlet Point - the capacity of the TNP to transport and deliver Gas to that Outlet Point,

and must be expressed in TJ/d. Unless otherwise expressly stated, a reference in this Contract to Capacity is a reference to Capacity averaged across a Gas Day.

Capacity End Date means 06:00 AEST hours on [insert].

Capacity Start Date has the meaning in clause 4.1.

Capacity Service means the service offered by AGI on the TNP pursuant to this Contract by which access to Gas Transmission Capacity is provided.

Carbon Cost means any cost arising in relation to the management of and complying with any obligations or liabilities that may arise under any Law in relation to greenhouse gas emissions. Such costs may include the costs reasonably incurred by AGI or AGI of actions taken by it to reduce greenhouse gas emissions or mitigate their effect and the costs incurred in acquiring and disposing of or otherwise trading emissions permits or any other related liability, prescribed in any Law under which or because of whose operation the Carbon Cost arises.

Charges means the Tariff and the Other Charges.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at law, in equity, under statute or otherwise.

Contract means this contract as revoked, substituted or amended from time to time, including the Schedules attached hereto.

Interruptible Contracted Capacity, subject to clause 13.7(d), has the meaning given in clause 3.3.

Contract Year means the period from the Capacity Start Date until 31 December in the same calendar year and thereafter the period commencing 1 January in a calendar year and ending on 31 December in the same calendar year, with the last Contract Year ending on the earlier of the Capacity End Date and the sooner termination of this Contract.

Control has the meaning given in the Corporations Act.

Controller has the meaning given in the Corporations Act.

Corporations Act means the Corporations Act 2001 (Cth).

CPI means the Consumer Price Index (All Groups) for Perth, Western Australia, as published for each quarter by the Australian Bureau of Statistics or, if the Consumer Price Index (All Groups) for Perth ceases to be published, such alternative index as AGI as a Reasonable and Prudent Person may determine.

CRS means an electronic customer reporting system used by AGI.

Cubic Metre or m³ means, in respect of Gas, a cubic metre of Gas measured at MSC.

Curtail means reduce, refuse, interrupt or stop, or any combination of them, completely or in part.

Curtailment Notice has the meaning given in clause 13.6.

Default Rate means the Bank Bill Rate plus three percentage points.

Derived Variable means a value computed by electronic, analogue or digital means from primary measurements or other derived variables or a combination of both.

Direct Damage means loss or damage claimable at law and which is not Indirect Damage.

Dispute means any dispute or disagreement between two or more of the Parties in connection with this Contract.

Execution Date means the day on which the last of the Parties to sign this Contract signs it (or any counterpart of it).

Force Majeure has the meaning as per the SSC

Gas means any naturally occurring gas or mixture of gases, intended for use:

- (a) as a fuel; or
- (b) in any chemical process.

Gas Day as defined in the National Gas Rules.

Gas Transmission Capacity means the capacity of the TNP to transport, and to deliver and receive, Gas.

Good Gas Industry Practice has the meaning given in the SSC.

Government means the governments of the Commonwealth of Australia and the State and all relevant departments and offices thereof and any local authority or local government.

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

GST means GST as that term is defined in the GST Law and as imposed by the GST Law.

GST Law means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Higher Heating Value means the amount of heat energy (measured in megajoules) produced by the complete combustion of one Cubic Metre of dry Gas with air of the same temperature and pressure, when the products of combustion are cooled to the initial temperature of the Gas and air and when all water formed by combustion is condensed to the liquid state, corrected to a water - vapour free basis and expressed at MSC, and determined using ISO 6974 for the analysis of natural Gas and using ISO 6976 for the calculations from that analysis.

Indirect Damage has the meaning as per the SSC

Inert Gases means any one or any mixture of helium, neon, argon, krypton, xenon, radon, nitrogen and carbon dioxide.

Inlet Point means the point as at which AGI receives gas onto the pipeline on account of the Shipper

Inlet Station means the Metering Equipment site Associated with the Inlet Point, and includes:

- (a) any facilities installed at the site to perform overpressure protection, reverse flow protection, excessive flow protection, Gas quality monitoring, Gas metering and measurement and telemetry;
- (b) all standby, emergency and safety facilities; and
- (c) all ancillary equipment and services.

Insolvency Event means, in respect of a Party (the **first person**) any one or more of:

- (a) any execution or other process of any court or authority being issued against or levied upon any material part of the first person's property or assets being returned wholly or partly unsatisfied;
- (b) an order being made or a resolution being passed for the winding up or dissolution without winding up of the first person otherwise than for the purpose of reconstruction or amalgamation under a scheme to which the other Party has given consent;
- (c) a Controller being appointed in respect of the whole or a material part of the first person's property, undertaking or assets;
- (d) the first person entering into any arrangement, reconstruction or composition with or for the benefit of its creditors;
- (e) an administrator of the first person being appointed or the board of directors of the first person passing a resolution to the effect of that specified in section 436A(1) of the Corporations Act;
- (f) the first person failing (as defined by section 459F of the Corporations Act) to comply with a statutory demand for an amount in excess of \$1 million; or
- (g) an event having a substantially similar effect to an event described in any of paragraphs (a) to (f) (inclusive) which happens in connection with the first person under the law of any jurisdiction.

ISO means an International Standards Organisation standard.

Law means:

- (a) any statute, subsidiary legislation, ordinance, code, by-law, local law, official directive, order, instrument, undertaking, obligation or applicable judicial, administrative or regulatory decree, judgment or order; and
- (b) includes:
 - (i) the terms and conditions of any licence, permit, consent, certificate, authority, approval or assurance or bond or similar requirements issued under any of the things referred to in paragraph (a) above; and
 - (ii) all applicable standards and obligations under the common law and Equity.

Maintain includes, where necessary, renew or replace.

Major Works means any enhancement, expansion, connection, pigging or substantial work that AGI needs to undertake on the TNP and that:

- (a) cannot reasonably be scheduled at a time when it will not affect Gas Transmission Capacity; and

- (b) by its nature or magnitude would require a Reasonable and Prudent Person to wholly or partially reduce Gas Transmission Capacity.

Metering Equipment means all equipment used to measure either or both the physical quantity or quality of Gas entering the TNP at an Inlet Point or exiting the TNP at an Outlet Point and all ancillary equipment required to compute derived variables and to produce printed reports at the Inlet Station or Outlet Station and to test and Maintain the reliability and calibration accuracy of that equipment (including any metering facilities or equipment that are or could be used for proving, testing and calibration of the equipment).

MSC means metric standard conditions, being a pressure of 101.325 kPa (absolute) and a temperature of 15°C.

Nominated Day means a Gas Day in respect of which a Nomination is made.

Nomination means, in relation to the Shipper in respect to a particular Gas Day, the Nomination made under clause 8.1.

Notice includes a Tax Invoice, statement, demand, consent, request, application, notification and any other written communication, and includes such a notice communicated by means of (if the Parties so agree) the CRS.

Operate includes to maintain, test, or repair.

Operating Specification means the Inlet Point Operating Specifications or the Outlet Point Operating Specifications (as the case requires).

Operationally Feasible means operationally feasible in AGI's opinion (acting as a Reasonable and Prudent Person) in the circumstances prevailing at the relevant time including:

- (a) the configuration and status of the TNP, or any part of the TNP, at the relevant time;
- (b) the individual and collective amounts of Gas Transmission Capacity contracted for by, and Gas Transmission Capacity utilisation of, all shippers;
- (c) Capacity and Gas Transmission Capacity generally; and
- (d) AGI's or AGI's relevant entitlements and obligations under any contract or written Law.

Other Charges means the Imbalance Charge and any other amounts payable by reason of clause 16.5.

Other shipper means any shipper other than Newmont as a shipper under the Newmont Contract (but not otherwise) and the Shipper.

Outlet Metering Equipment means Metering Equipment installed at an outlet Point.

Outlet Point means the point on the pipeline at which AGI delivers from the pipeline for the account of the Shipper.

Outlet Point Operating Specifications means the Gas quality specification applicable pursuant to clause 7.1(b) (subject to clauses 7.7 and 7.8) and includes each component of such specification.

Outlet Station means the Metering Equipment site Associated with an Outlet Point, and includes:

- (a) any facilities installed at the site to perform overpressure protection, reverse flow protection, excessive flow protection, Gas quality monitoring, Gas metering and measurement and telemetry; and
- (b) all standby, emergency and safety facilities; and (c) all ancillary equipment and services.

Out-of-Specification Gas means Gas which does not comply with one or more of the temperature or pressure specifications in this Contract or with one or more components of the Operating Specification or clause 7.2.

Party means a particular party to this Agreement.

Period of Supply has the meaning given in clause 4.1(a).

Planned Maintenance has the meaning given in the SSC except that the reference to “DBNGP” is replaced with “TNP”.

Point Specific Curtailment has the meaning given in the SSC.

Possession has the meaning given in the SSC.

Producer has the meaning given in the SSC.

Reasonable and Prudent Person has the meaning given in the SSC.

Related Body Corporate has the meaning given in the Corporations Act 2001 (Cth) as at the date of this Contract.

Shipper Contract means a contract for the provision of services by AGI using Gas Transmission Capacity.

SSC means the Access Arrangement (2026 to 2030) and Attachment 2: T1 Reference Service Terms and Conditions (ERA Approved – December 2025) as published on the website of the Economic Regulation Authority, which is set out in Annexure 1.

System Curtailment has the meaning given in the SSC.

Tariff for a Gas Day means the Annual Tariff for the Gas Year in which that Gas Day falls divided by the number of Gas Days in that Gas Year.

Tax Invoice has the meaning given to that term by the A New Tax System (Goods and Services Tax) Act (Cth) 1999.

Term has the meaning given in clause 4.2.

Works means the design, construction and commissioning of the Facility in accordance with the Construction Agreement.

1.2 Interpretation

In this Contract:

(a) **Words and Phrases**

- (i) headings, sub-headings and captions shall not affect the construction or interpretation of this Contract;

- (ii) a word in the singular includes the plural of that word and vice versa;
- (iii) a word of any gender includes the corresponding words of each other gender and a reference to one sex includes a reference to all sexes;
- (iv) "including" means "including, but not limited to";
- (v) where any word or phrase is given a defined meaning in this Contract, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (vi) a reference in this Contract to a thing (including an amount) is a reference to the whole and each part of it (but nothing in this clause 1.2(a)(vi) implies that performance of part of an obligation is the performance of the whole) and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;
- (vii) words, phrases or expressions which are not defined herein and which have a generally accepted meaning in the business of the distribution and sale of Gas in Australia shall have that meaning in this Contract;
- (viii) a reference to a Party or (unless the context otherwise requires) a "party" is a reference to a party to this Contract and, in the context of the acts or omissions of a party, includes the employees, officers, agents and contractors of that party;
- (ix) a reference to an obligation includes a liability and a duty and a reference to performance includes observance;
- (x) unless the context requires otherwise, a provision which states that a Party will or must do or not do any act or thing, or that a fact or circumstance will exist in relation to any obligation of that Party, is to be taken to be a covenant by that Party to do or not to do that act or thing, or to procure that the fact or circumstance will exist, as the case requires;
- (xi) a general reference to a law includes the common law, the principles and doctrines of equity, and any constitution, decree, judgment, order, Act, statute, statutory instrument, treaty or other legislative measure, in each case of any jurisdiction whatever, including a rule, ruling or guideline of the Federal Treasurer, the Foreign Investment Review Board, the Australian Competition and Consumer Commission or the National Competition Council any other Governmental Agency (and the expressions "lawful" and "unlawful" shall be construed accordingly);
- (xii) a general reference to Acts is a general reference to Acts, Imperial Acts and State Acts as defined by section 38 of the Acts Interpretation Act 1901 (Cth); and
- (xiii) a reference to any Act, statute, code, regulation, order, ordinance, by-law or other legislation or subordinated or delegated legislation or provision thereof (together **legislation**) includes any modification, substitution or re-enactment thereof (**replacing legislation**) and a reference to a concept under such legislation includes a reference to the materially equivalent concept under the replacing legislation;

(b) **Documents and Parts of Documents**

- (i) a reference to any document, instrument or agreement, including this Contract, includes a reference to that document, instrument or agreement as amended, novated, supplemented, varied or replaced from time to time, and includes any schedules, attachments and annexures thereto;

- (ii) a reference to a clause or schedule or attachment or annexure is (unless the context requires otherwise) a reference to a clause or schedule or attachment or annexure to this Contract;
- (iii) a reference to a series of consecutive clauses or schedules or attachments or annexures is to be read as inclusive of all clauses, schedules or attachments or annexures referred to; and
- (iv) in the event of conflict, the provisions of the main body of this Contract shall prevail over the provisions of the Schedules;

(c) **Persons and Corporations**

- (i) a reference to a person includes a body politic, trust, corporation, partnership, limited partnership, association or joint venture (whether incorporated or not) whatsoever and wheresoever formed and howsoever described and also a Government, governmental or semi-governmental agency or local authority;
- (ii) a reference to a person includes that person's successors and permitted assigns (including assigns taking by way of novation, whether or not the assignor is thereby released in whole or in part from any obligation) and, in the case of a natural person, that person's legal personal representatives;
- (iii) where any person to whom reference is made ceases to exist or is reconstituted, renamed or replaced, or its functions or powers are transferred to another person, that reference shall (unless the context requires otherwise) be taken to be to the person so established or constituted in its place or succeeding to its powers or functions;
- (iv) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally; and
- (v) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;

(d) **Time, Money and Measurement**

- (i) reference to an amount of money is a reference to the amount in the lawful currency of Australia;
- (ii) a reference to time is a reference to the local time in Perth in the State;
- (iii) a reference to a day is a reference to a period of time commencing at midnight and ending the following midnight;
- (iv) a Working Day is a day which is not a Saturday, Sunday or gazetted public holiday in the State;
- (v) where a period of time is specified to run from or after a given day or the day of an act or event, it is to be calculated exclusive of that day; and where a period of time is specified as commencing on a given day or the day of an act or event, it is to be calculated inclusive of that day;
- (vi) where any matter or thing is required to be attended to or done on a day which is not a Working Day, it shall be attended to or done on the first day thereafter which is a Working Day; and
- (vii) measurements of physical quantities shall be in Australian legal units of measurement within the meaning of the National Measurement Act 1960 (Cth); and

(e) **Discretions and approvals**

- (i) Whenever a person is required to form an opinion, give approval, exercise a discretion or perform any act under this Contract, it must be done reasonably in the circumstances, and based on reasonable grounds, and not capriciously, or arbitrarily refused or unduly delayed.

2. Acknowledgments

2.1 Representations

The Parties acknowledge that they have not relied on any representation, acts or omissions on the part of another Party, or any of its directors, officers or employees in entering into this Contract other than those for which express provision is made in this Contract.

3. Capacity Service

3.1 AGI to provide Capacity Service to Shipper

During the Period of Supply, AGI will provide the Capacity Service to the Shipper and the Shipper agrees to accept the Capacity Service from AGI based on the terms and conditions of this Contract.

3.2 Capacity Service

The Capacity Service is an interruptible Gas transportation service which, subject to the terms and conditions of this Contract including clause 3.4, gives the Shipper a right of access to Gas Transmission Capacity on the TNP from the Inlet Point to an Outlet Point in accordance with clause 5, in each case up to the Shipper's interruptible Contracted Capacity for that Inlet Point or Outlet Point.

3.3 Contracted Capacity

Subject to this Contract, the Shipper's Contracted Capacity for the Interruptible Capacity Service for each Gas Day during the Period of Supply:

- (a) at the Inlet Point is the amount of interruptible Capacity Service available on a Gas Day; and
- (b) at the Outlet Point is the amount of interruptible Capacity Service available of on a Gas Day.

3.4 Newmont Priority

The Shipper's entitlement to access Gas Transmission Capacity under this Contract is subject in all respects to the priority rights of Newmont in relation to:

- (a) Nominations for and delivery of Gas; and
- (b) curtailment,

in respect of access to Gas Transmission Capacity under the Newmont Shipper Contract and, to the extent that AGI may be required to reduce the Shipper's Nominations for, and/or Curtail the Delivery or Receipt of, Gas or exercise Curtailment rights under this Contract in order to ensure that AGI complies in all respects with the Newmont Shipper Contract, it may do so without incurring any liability whatsoever to the Shipper.

4. Duration of the Contract

4.1 Period of Supply

- (a) The Period of Supply commences on the Capacity Start Date and ends on the Capacity End Date.
- (b) The Capacity Start Date is 0600 AEST on the Gas Day that the Shipper advises AGI in writing that it wishes to start using the Contracted Capacity under this Contract and make Nominations under it.

4.2 Term

This Contract commences on the Execution Date and ends on the Capacity End Date unless terminated earlier under clauses 4.4, 15.5, 18.4(b) or 18.7.

4.3 Not used

4.4 Early Termination

- (a) Shipper may terminate this Contract for any reason before the Capacity End Date by provision of 3 months' notice in writing to AGI.
- (b) If this Contract is terminated in accordance with clause 4.4(a):
 - (i) this Contract will immediately terminate on the later of the date specified in the Shipper's notice and the expiry of the notice period required to be given under clause 4.4(a); and
 - (ii) each Party will be released from performing its obligations under this Contract and no party will be liable for any Claim by the other Party arising out of or in connection with the termination of this Contract, except in respect of any rights, liabilities or obligations that accrued prior to the date of termination (including obligations under this Contract to pay all amounts outstanding which relate to any matter, fact or thing occurring prior to the termination date (even if the date for invoicing or payment of any such amounts would, absent the termination, fall after the time of termination), or any rights or obligations under clauses 16, 17 or 19, or under any provision of this Contract which affects the interpretation or application of those provisions, or which expressly or by its nature survives termination of this Contract.

5. Receiving and Delivering Gas

5.1 Shipper's Delivery and Receipt of Gas

Subject to the terms and conditions of this Contract, the Shipper, on each Gas Day during the Period of Supply:

- (a) shall Deliver to AGI at the Inlet Point the quantity of Gas nominated; and
- (b) may, subject to AGI's rights to refuse or Curtail Deliveries under this Contract, Receive from AGI at the Outlet Point a quantity of Gas up to the Shipper's Contracted Capacity at the Outlet Point.

5.2 AGI's Receipt and Delivery of Gas

Subject to the terms and conditions of this Contract, AGI, on each Gas Day during the Period of Supply:

- (a) shall Receive from the Shipper at the Inlet Point the quantity of Gas; and

- (b) must, subject to AGI's rights to refuse or Curtail Deliveries under this Contract, make available for Delivery to the Shipper at the Outlet Point the quantity of Gas that the Shipper is entitled to Receive from AGI under clause 5.1(b) up to the Shipper's Nomination in respect to that Gas Day.

5.3 AGI may refuse to Receive Gas

In addition to any other rights and remedies that may be available to it under this Contract, under any Law, AGI may, without prior notice to the Shipper, refuse to Receive Gas from the Shipper at the Inlet Point including by Curtailing such Receipts by exercising rights in all or any of the following cases:

- (a) to the extent that AGI is entitled to refuse to Receive Gas under all or any of:
- (i) clause 3.4 (Newmont Priority);
 - (ii) clause 7.5 (AGI may refuse to Receive or Deliver Out-of-Specification Gas);
 - (iii) not used
 - (iv) not used
 - (v) clause 18.4(a) (Remedies for the Shipper's default);
- (b) if the pressure at which the TNP is then operating is greater than the pressure at which the Amadeus is then operating;
- (c) to the extent that Receipt by AGI of that Gas would cause the TNP to exceed its maximum allowable operating pressure other than as a result of AGI's failure to act in accordance with Good Gas Industry Practice;
- (d) to the extent that AGI considers as a Reasonable and Prudent Person that it would be unsafe to Receive that Gas;
- (e) to the extent that such Receipt may cause the Total Current Physical Capacity of the Inlet Point to be exceeded; and
- (f) to the extent that Receipt of that Gas is prevented by any act or omission (including any negligence) by the Shipper.

5.4 Notification of refusal to Receive Gas

Without affecting AGI's rights under clause 5.3, AGI must:

- (a) use reasonable endeavours to give the Shipper advance notice which is reasonable in the circumstances of any impending refusal to Receive Gas;
- (b) if AGI does not give the Shipper advance notice under clause 5.4(a) of a refusal to Receive Gas, notify the Shipper of that refusal as soon as practicable after that refusal; and
- (c) notify the Shipper of the reasons for a refusal to Receive Gas.

5.5 AGI may refuse to Deliver Gas

In addition to any other rights and remedies that may be available to it under this Contract or under any Law, AGI may, without prior notice to the Shipper, refuse to Deliver Gas to the Shipper at the Outlet Point (including, where relevant, by Curtailing such Deliveries) in all or any of the following cases:

- (a) to the extent that AGI is entitled to refuse to Deliver Gas under all or any of:

- (i) clause 3.4 (Newmont Priority);
 - (ii) clause 7.5 (AGI may refuse to Receive or Deliver Out-of-Specification Gas);
 - (iii) not used
 - (iv) not used; and
 - (v) clause 18.4(a) (Remedies for the Shipper's default);
- (b) to the extent that AGI considers as a Reasonable and Prudent Person that it would be unsafe to Deliver that Gas;
 - (c) to the extent that such Delivery may cause the Total Current Physical Capacity of the Outlet Point to be exceeded;
 - (d) to the extent that Delivery is directly prevented by any act or omission (including any negligence) by the Shipper; and
 - (e) if required as a result of any technical reasons due to any malfunction in the water bath heaters.

5.6 Notification of refusal to Deliver Gas

Without affecting AGI's rights under clause 5.5, when AGI refuses to Deliver Gas to the Shipper under clause 5.5, AGI must:

- (a) use reasonable endeavours to give the Shipper advance notice which is reasonable in the circumstances of any impending refusal to Deliver Gas;
- (b) if it does not give the Shipper advance notice under clause 5.6(a) of a refusal to Deliver Gas, notify the Shipper of that refusal as soon as practicable after that refusal;

5.7 No liability for refusal to Receive or Deliver Gas

AGI is not liable for any Direct Damage or Indirect Damage caused by or arising out of any refusal to Receive or Deliver Gas.

5.8 not used

5.9 Additional Rights to Refuse to Receive or Deliver Gas

- (a) In addition to any other rights and remedies that may be available to it under this Contract or under any Law, if:
 - (i) the Governor or any other person, regulatory authority or body declares a state of emergency under the Fuel, Energy and Power Resources Act 1972 (WA) or any successor, supplementary or similar Law and the Governor or such other person, regulatory authority or body makes emergency regulations or similar which, in the opinion of AGI or AGI acting reasonably in the context of the declaration, will affect or is likely to affect the operation of the TNP;
 - (ii) the Territory Government, regulatory authority or body declares a state of emergency under an Act or any successor, supplementary or similar Law and makes emergency orders or similar which, in the opinion of AGI or AGI acting reasonably in the context of the declaration, will affect or is likely to affect the operation of the TNP; or

- (iii) a Minister or any other person, regulatory authority or body declares a state of emergency or any successor, supplementary or similar Law and the Minister or any other person, regulatory authority or body makes regulations or exercises any power under that act which, in the opinion of AGI or AGI acting reasonably in the context of the declaration, will affect or is likely to affect the operation of the TNP,

(any and all of these being a **Declaration**), then AGI may, with prior notice to the Shipper wherever practicable (or as soon as possible in the circumstances), without any liability whatsoever (subject to clause 5.9(b)), refuse to Receive Gas at the Inlet Point or refuse to Deliver Gas at the Outlet Point (or both) (including by Curtailing such Receipts and/or Deliveries and including doing so by exercising other rights under this Contract or under the Allocation Agreement) to the extent that AGI in good faith believes it is necessary to comply with or deal with the Declaration and any associated emergency regulations, emergency orders, directions or advice received from any governmental or regulatory authority, person or body.

6. Not used

7. Operating Specifications

7.1 Gas must comply with Gas specifications

- (a) Gas Delivered by the Shipper to AGI at the Inlet Point must comply with the specification as per Schedule 1 or the current Gas Specification whichever is later.
- (b) AGI will, to the extent within AGI's reasonable control, ensure that Gas Delivered to the Shipper by AGI at the Outlet Point complies with the specification prescribed for the Outlet Point by the specification set out in Schedule 1.
- (c) Notwithstanding any of the foregoing, the Parties agree that AGI will have any liability to the Shipper whatsoever in respect of, or arising from, the Delivery of Out-of-Specification Gas at the Outlet Point resulting (in whole or in part) from the delivery of any Gas (including Gas which would be Out-of-Specification Gas if it were delivered by the Shipper at an Inlet Point) into the TNP by Newmont or the delivery of Out-of-Specification Gas into the TNP by or on behalf of the Shipper.

7.2 Gas to be free from certain substances

AGI will, to the extent within AGI's reasonable control, ensure that Gas Delivered to the Shipper by AGI at the Outlet Point is free, by normal commercial standards, from dust and other solid or liquid matters, waxes, gums and gum forming constituents, aromatic hydrocarbons, hydrogen, mercury and any other substance or thing which might cause injury to or interfere with the proper operation of any equipment through which it flows. Notwithstanding the foregoing, the Parties agree that neither AGI nor AGI will have any liability to Shipper whatsoever in respect of, or arising from, the Delivery of Out-of-Specification Gas at the Outlet Point resulting (in whole or in part) from the delivery of any Gas (including Gas which would be Out-of-Specification Gas if it were delivered by the Shipper at an Inlet Point) into the TNP by Newmont or the delivery of Out-of-Specification Gas into the TNP by or on behalf of the Shipper.

7.3 Gas temperature and pressure

- (a) The minimum and maximum temperatures and the minimum and maximum pressures are those set out in Item 2 of Schedule 1 at which:
 - (i) the Shipper may Deliver Gas to AGI at the Inlet Point, and
 - (ii) AGI may Deliver Gas to the Shipper at the Outlet Points,

- (b) The Parties may at any time agree in writing to vary any one or more of the pressures and temperatures set out in Item 2 of Schedule 1.

7.4 Notice of Out-of-Specification Gas

If either Party becomes aware that any Out-of-Specification Gas is to enter or has entered the TNP at the Inlet Point or is to leave or has left the TNP at the Outlet Point, it must as soon as reasonably practicable notify the other Party in accordance with clause 22.

7.5 AGI may refuse to Receive or Deliver Out-of-Specification Gas

AGI may (but is not obligated to) at any time without penalty or liability Curtail the Receipt of Gas at the Inlet Point or Delivery of Gas at the Outlet Point if in AGI's opinion such Curtailment is reasonably required to avoid or reduce a real (and not fanciful) risk of Receiving Out-of-Specification Gas from, or Delivering Out-of-Specification Gas to, the Shipper.

7.6 Shipper may Receive Out-of-Specification Gas

The Shipper may notify AGI that it agrees to Receive Out-of-Specification Gas from AGI at the Outlet Point, in which case the Shipper will indemnify AGI against all loss, damage, cost, expense, claim or liability suffered or incurred by them (respectively) (or any of their Related Bodies Corporate) in respect of, or arising from, the Delivery of such Out-of-Specification Gas to the Shipper at the Outlet Point. This clause 7.6 is, at all times, subject to AGI's rights under clause 7.5.

7.7 Change of Law (Gas Specification)

- (a) If:
- (i) at any time during the term of this Contract there is a change in any Law which requires AGI to Receive Gas with an operating specification for one or more components outside the Inlet Point Operating Specifications applying to the component or those components of the Inlet Point Operating Specifications (as may be amended from time to time pursuant to this clause 7.7) (**Permissible Specifications**); and
 - (ii) there is no shipper with an Inconsistent Existing Contractual Specification; and
 - (iii) AGI actually Receives Gas outside the Inlet Point Operating Specifications but within the Permissible Specifications to such an extent that it is unable to comply with the Outlet Point Operating Specifications for the Outlet Point,

then AGI must notify the Shipper that:

- (iv) the Inlet Point Operating Specifications are amended so as to substitute each operating specification of the Permissible Specification which is broader than that component of the Inlet Point Operating Specification, for the operating specification of that component of the Inlet Point Operating Specification; and
 - (v) the Outlet Point Operating Specifications are amended so as to broaden the specification for each component which has been amended in respect of the Inlet Point Operating Specification, by the same amount as the Inlet Point Operating Specification has been broadened by the operation of this clause 7.7.
- (b) In this clause 7.7, **Inconsistent Existing Contractual Specification** means:

- (i) in relation to an Inlet Point, if the amendments to the Inlet Point Operating Specification were made to accommodate the Permissible Specifications, the shipper could be in material breach of an Existing Producer Contract; or
- (ii) in relation to an Outlet Point, if the amendments to the Outlet Point Operating Specifications were made to accommodate the Permissible Specifications, the shipper could be in material breach of an Existing Gas Supply Contract.

7.8 Amendment Notice

The notice under clause 7.7 must:

- (a) contain details of the change in Law;
- (b) specify the amended operating specification for each component of the Inlet Point Operating Specification; and
- (c) specify the amended operating specification for each component of the Outlet Point Operating Specification.

8. Nominations

8.1 Shipper's Nominations

- (a) no later than AEST18:00 hours on the day before the start of the Gas Day, Shipper may notify AGI its Nomination for Gas Deliveries at the Inlet Point and Gas Receipts at the Outlet Point on the following Gas Day; and
- (b) Shipper may notify AGI a change to its Nomination in respect to a Gas Day no later than the time at which it can make that Nomination under clause 8.1(a).
- (c) If no nomination is received then the nomination is zero.

In each case, the Nomination must not exceed the Shipper's Contracted Capacity for the Inlet Point or the Outlet Point.

8.2 Not used

8.3 Effect of Nominations

- (a) Without limitation on its rights and obligations, including its rights to Curtail the Receipt or Delivery of Gas, under this Contract, AGI must, to the extent that it is operationally feasible, use reasonable endeavours in accordance with Good Gas Industry Practice to Deliver Gas to the Shipper in an amount equal to the Nomination in respect of the Outlet Point.
- (b) Subject to, and without limiting the operation of clause 3.4 and the exercise of any rights by AGI or the Shipper under this Contract, AGI agrees that it will not enter into any contracts on or after the Execution Date or exercise a discretion under any contract in force prior to the Execution Date (other than the Newmont Shipper Contract, or where the discretion is limited by the terms of the relevant contract) which would cause a breach of clause 8.3(a).

9. Imbalances

9.1 Notification

By no later than AEST16:00 hours on each Gas Day, AGI must notify the Shipper of its Cumulative Imbalance as at the end of the previous Gas Day.

9.2 Shipper to maintain balance

Shipper must do all things expected of a Reasonable and Prudent Person to maintain a Cumulative Imbalance within the Cumulative Imbalance Limits.

9.3 Not used

9.4 Not used

10. Not used

11. Control, Possession and Title to Gas

11.1 Warranty of Title

- (a) The Shipper warrants that, at the time it Delivers Gas to AGI at the Inlet Point, the Shipper has good title to the Gas free and clear of all liens, encumbrances and claims of any nature inconsistent with AGI's operation of the TNP.
- (b) Subject to clause 11.1(a) being true and correct at all times, AGI warrants that at the time it Delivers Gas to the Shipper at the Outlet Point, AGI has good title to the Gas free and clear of all liens, encumbrances and claims of any nature whatsoever.

11.2 Control, Possession, Responsibility and Title of Shipper

The Shipper warrants to AGI at each relevant time that the Shipper:

- (a) is in Possession of the Gas immediately prior to its Delivery to AGI at the Inlet Point and immediately after its Delivery to the Shipper at the Outlet Point; and
- (b) has legal responsibility and liability for Gas while it is within the Possession of the Shipper.

11.3 Title, Custody, Control and Responsibility of AGI

- (a) AGI:
 - (i) takes title to and has Possession of Gas from the Receipt of Gas from the Shipper at the Inlet Point until Delivery of Gas to the Shipper at the Outlet Point; and
 - (ii) has legal responsibility and liability for Gas while it is within AGI's Possession.
- (b) AGI must Deliver good title to Gas Delivered to the Shipper at the Outlet Point free and clear of all liens, encumbrances and claims of any nature whatsoever, and the Shipper takes title to Gas immediately after its Delivery to the Shipper at the Outlet Point.

12. Metering

12.1 Application of clause 15 of the SSC

- (a) Subject to clauses 12.1(b) and 12.1(c), the provisions of clause 15.2 to 15.15 of the SSC will be used in connection with Metering obligations .
- (b) The Shipper will not be liable for any additional charges under the provisions of clauses 15.2 to 15.15 of the SSC, other than any charges that may be payable in relation to any accuracy verification test if requested by the Shipper in accordance with those provisions.
- (c) The Parties agree that all obligations to measure, calculate or allocate quantities of Gas delivered by the Shipper and received by AGI at the Inlet Point on a Gas Day under the provisions of clause 15.2 to 15.15 of the SSC as incorporated in this Contract shall be deemed to be satisfied by AGI using the relevant figure deemed to be delivered at the Inlet Point on that Gas Day under and in accordance with clause 5.1(a), and that the obligations in relation to metering equipment and data under the provisions of clause 15.2 to 15.15 of the SSC as incorporated in this Contract shall not apply in respect of any deemed delivery under and in accordance with clause 5.1(a).

13. Curtailment

13.1 AGI's obligations and Curtailment principles

- (a) Subject always to clauses 3.4, 7, and 18.4(a), AGI must use reasonable endeavours to minimise the magnitude and expected duration of any Curtailment of the Capacity Service.
- (b) A Curtailment may affect the Inlet Point or the Outlet Point.

13.2 Curtailment Generally

In addition to any other rights and remedies that may be available to it under this Contract, AGI may Curtail the provision of the Capacity Services to the Shipper from time to time to the extent AGI as a Reasonable and Prudent Person believes it is necessary to Curtail:

- (a) if there is an event of Force Majeure;
- (b) whenever it needs to undertake any Major Works;
- (c) by reason of, or in response to a reduction in Gas Transmission Capacity caused by the default, negligence, breach of contractual term or other misconduct of the Shipper;
- (d) for any Planned Maintenance; and
- (e) in circumstances where AGI, acting as a Reasonable and Prudent Person, determines for any other reason (including to avoid or lessen a threat of danger to the life, health or property of any person or to preserve the operational integrity of the TNP and the Shipper's facilities) that a Curtailment is necessary or desirable.

13.3 Curtailment without liability

- (a) AGI has no liability to the Shipper.

13.4 not used

13.5 AGI's rights to refuse to Receive or Deliver Gas

Subject to clauses 5.9, where AGI exercises its rights to refuse to Receive Gas or Deliver Gas under or in accordance with:

- (a) clause 5.3 (AGI may refuse to Receive Gas),
- (b) clause 5.5 (AGI may refuse to Deliver Gas), or
- (c) clause 5.9(a) (Additional Rights to Refuse to Receive or Deliver Gas),

such act is not to be regarded as a Curtailment for the purposes of clause 13.3.

13.6 Curtailment Notice

- (a) Without limitation on any rights and obligations under (and save where it is exercising its rights under) clauses 3.4, and 7, AGI must (and where clauses 3.4, 7 and 18.4(a) apply, may) give the Shipper a notice (**Curtailment Notice**) setting out the matters referred to in clause 13.7(a) and the expected duration of an impending or current Curtailment and otherwise complying with this clause 13.6.

13.7 Content of a Curtailment Notice

- (a) A Curtailment Notice must specify the following details:
 - (i) the starting time of the Curtailment (which must not be any time before the Gas Day on which the Curtailment Notice is given), including the Gas Day or Gas Days to which the Curtailment Notice applies; and
 - (ii) the portion of the Shipper's Contracted Capacity that is to be Curtailed.
- (b) A Curtailment Notice:
 - (i) takes effect from the time specified in the Curtailment Notice;
 - (ii) may apply to the Gas Day on which the Curtailment Notice is issued even if, in order to comply with a Curtailment Notice, the Shipper must use best endeavours to, and to procure persons to whom the Shipper supplies Gas to, cease taking delivery of any Gas upon receipt of the Curtailment Notice;
 - (iii) may be expressed to continue indefinitely or for a specified time;
 - (iv) may revoke, substitute or amend a previous Curtailment Notice; and
 - (v) must not require the Shipper to reduce its Receipt of Gas for the Gas Day as a whole to a level less than the Shipper has already actually Received for the Gas Day before the Curtailment Notice takes effect (that is, the Curtailment Notice must not be impossible to comply with).
- (c) AGI may at any time, whether or not it has specified in a Curtailment Notice an end time for a Curtailment, give notice to the Shipper wholly or partly terminating a Curtailment either immediately or from any time in the future.
- (d) A Curtailment Notice constitutes a variation of this Contract while the Curtailment Notice is in force reducing the Shipper's Contracted Capacity to the extent, and in accordance with the

apportionment (if any), specified in the notice, except for the purposes of calculating the Charges payable by the Shipper under clause 16 and for ascertaining whether the Shipper has been Curtailed under this clause 13 for which purposes the Shipper's Contracted Capacity remains as specified in this Contract. Further, when calculating the amount of Contracted Capacity at any Inlet Point or Outlet Point, the amount must not include any capacity Curtailed in respect of that specific Capacity Service.

- (e) The Shipper may not:
- (i) make a Nomination under clause 8; or
 - (ii) Deliver Gas to or Receive Gas from AGI,
in excess of whichever is the lower of:
 - (iii) its reduced Contracted Capacity because of clause 13.7(d); or
 - (iv) the quantity specified in a Curtailment Notice as the maximum quantity which AGI will Receive from, or Deliver to, the Shipper.

13.8 not used

14. Maintenance and Major Works

- (a) By 31 October of each Contract Year, the Shipper may provide AGI with a schedule of events which the Shipper, acting as a Reasonable and Prudent Person, believes may increase or reduce the Capacity it requires for certain periods during the 12 months starting the following 1 January (**Maintenance Year**) which sets out the Shipper's best estimates of the amount and the expected duration of such increase or reduction.
- (b) On or before 31 December of each Contract Year, AGI (acting as a Reasonable and Prudent Person) must, in consultation with the Shipper and other shippers, schedule Major Works for the TNP for the Maintenance Year (**Annual TNP Maintenance Schedule**), using its reasonable endeavours to take into account the periods during which the Shipper's requirements for Capacity are reduced and the Shipper's and other shippers' requirements generally.
- (c) AGI must issue a copy of the Annual TNP Maintenance Schedule to the Shipper.
- (d) At the Shipper's request, AGI must provide the Shipper with its estimate of the Curtailment to Capacity available to the Shipper on each day of the planned outages specified in the Annual TNP Maintenance Schedule.
- (e) AGI to the extent practical will notify the Shipper of changes to its schedule of Major Works and Planned Maintenance issued to Shipper under clause 14(c).
- (f) AGI must, as a Reasonable and Prudent Person, endeavour to give the Shipper as much advance notice as is reasonably practicable (in the form of regular outage schedules or otherwise) of any material departure from the Annual TNP Maintenance Schedule that is likely to affect the Shipper. However, AGI will not be bound by any notification it provides pursuant to this clause 14(f).
- (g) If the Shipper is affected by any planned Curtailment arising out of any Planned Maintenance, or any Major Works, AGI must use its reasonable endeavours to:
 - (i) consult with the Shipper concerning the scheduling and duration of;

- (ii) accommodate the needs of the Shipper in scheduling; and
 - (iii) minimise the duration and impact of,
the Curtailment.
- (h) Despite clause 14(b), but subject to clauses 14(e) and 14(g), AGI may determine the timing and extent of any Curtailment necessitated by Major Works or Planned Maintenance in its discretion.

15. Force Majeure

15.1 Definition

An event of **Force Majeure** is any event or circumstance not within the reasonable control of the Party affected by it when acting in accordance with Good Gas Industry Practice (the **Affected Party**), including:

- (a) acts of God, cyclones, epidemics, pandemics, landslides, earthquakes, floods, and natural disaster;
- (b) acts of the public enemy, including wars which are either declared or undeclared, blockades and insurrections;
- (c) riots, malicious damage, sabotage and civil disturbance;
- (d) accident, fire, explosion, radioactive contamination and toxic or dangerous chemical contamination;
- (e) the adverse application of any laws or enforcement actions of any Commonwealth or State court or Governmental Agency not resulting from any wrongful act or omission of the Affected Party;
- (f) the revocation or refusal to renew any necessary Authorisations from any Governmental Agency, provided that the Affected Party has used its best endeavours to secure them and has not resulted from any wrongful act or omission of the Affected Party;
- (g) the revocation, cancellation, termination or suspension of any licence, approval, agreement for access (by reason not due to the default or negligence of AGI or AGI) affecting the ability of AGI or AGI to comply with its obligations under this Contract;
- (h) strikes, lock outs, stoppages, restraints of labour and other individual disturbances of general application and excluding those such events which have affected only, or been caused by or contributed to by, a Party;
- (i) any shutdown or interruption of TNP which is validly required or directed by the Commonwealth or State Government or Governmental Agency which is not due to the act or omission or default of the Affected Party; and
- (j) change in Law,

and which the Affected Party is not reasonably able to prevent or overcome, or the effects of which the Affected Party is not reasonably able to predict and take measures to avoid, by the exercise of Good Gas Industry Practice, and which are not the result of any wrongful or negligent act or omission of the Affected Party.

15.2 Exemptions from Force Majeure

The lack of funds or inability to use any funds does not constitute Force Majeure.

15.3 Relief from performance

An Affected Party is excused from performance of, and is not liable for any failure in carrying out any of its obligations under this Contract, to the extent that it is prevented from doing so by Force Majeure. For the avoidance of doubt, the Shipper is not relieved of its obligation to pay the Tariff by the occurrence of an event of Force Majeure.

15.4 Actions during events of Force Majeure

An Affected Party claiming the benefit of Force Majeure must:

- (a) promptly give notice to the other Party of the occurrence and circumstances in which the claim arises;
- (b) use its best endeavours to remedy the consequences without delay; and
- (c) resume full performance of its obligations under this Contract as soon as reasonably practicable.

15.5 Termination for extended Force Majeure

- (a) If an event of Force Majeure prevents the Affected Party from carrying out any of its obligations under this Contract for a continuous period of not less than 6 consecutive calendar months from the date of a notice of Force Majeure given by the Affected Party, the other Party may immediately terminate this Contract by notice to the Affected Party.
- (b) Termination of this Contract under clause 15.5(a) does not prejudice any rights, liabilities or obligations that accrued to either Party prior to the date of termination or under any provision of this Contract which survives its termination.

16. Charges

16.1 Obligation to pay Charges

The Shipper must pay the Charges and any other amounts payable under this Contract to AGI in the manner and at the times set out in this Contract. The Charges must be invoiced and paid in accordance with clause 17.2.

16.2 Tariff

- (a) The Tariff will be charged to the Shipper for each Gas Day during the Period of Supply.
- (b) The Tariff is \$7/GJ of capacity payable for each Gas Day during the Period of Supply.

16.3 Not Used

16.4 Not Used

16.5 Other Taxes

If at any time during the Term:

- (a) any Tax imposed by State or Federal Government which was not in force as at the date of the Tariff on the Execution Date is validly imposed;

- (b) any Carbon Cost is incurred in relation to AGI or the TNP;
- (c) the rate at which a Tax imposed by State or Federal Government is levied is validly varied from the Execution Date; or
- (d) the basis on which a Tax imposed by State or Federal Government is levied or calculated is validly varied from the Execution Date,

(called the **Tax Change**) then, to the extent that the Tax Change increases any costs incurred by AGI or AGI in performing its obligations under this Contract (including any Carbon Costs whether incurred by AGI or AGI directly, by payment to any third party or by reimbursement to AGI or AGI or any of either of their Related Bodies Corporate where any of those persons are liable for the payment of such Carbon Costs), the Shipper must, after the Capacity Start Date, pay to AGI an amount equal to the increase in costs attributable to the Tax Change, which amount must be added to amounts otherwise due under this Contract. In the event that a Tax Change results in a decrease in costs incurred by AGI or AGI, AGI must deduct the saving attributable to the Tax Change from amounts otherwise due to AGI under this Contract. Any such increase or decrease in charges will be apportioned against all shippers on the TNP, pro rata to their usage of the TNP, and shall not form part of the Tariff and shall be shown separately on any invoice submitted to the Shipper in accordance with clause 17.2.

16.6 Goods and Services Tax

- (a) Unless otherwise stated, all amounts payable or the value of other consideration provided in respect of the supplies made under this Contract are exclusive of GST.
- (b) If a supply under this Contract is subject to GST then the recipient of the supply must pay, in addition to the other consideration payable or to be provided for the supply, an additional amount equal to the GST.
- (c) Where any amount is payable to a Party as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or any other amount incurred by that Party, then such amount must be reduced by any part of that loss, cost expense or other amount which is attributable to GST for which that Party, or the representative member of any GST group of which that Party is a member, is entitled to an input tax credit.
- (d) The additional amount payable under clause 16.7(b) is payable at the same time as the payment to which it relates is payable. Where any GST payable is not referable to an actual payment then it is payable within 10 days of a Tax Invoice being issued by the Party making the supply.
- (e) Where in relation to this Contract a Party makes a taxable supply, that Party must provide a Tax Invoice in respect of that supply at or before the time the payment to which the supply relates is payable.
- (f) If a Party becomes aware of an adjustment event, that party agrees to notify the other Party as soon as practicable after becoming so aware, and the Parties agree to take whatever steps are necessary, including the issue of an adjustment note, and to make whatever adjustments are required, to ensure that any GST or additional GST on that supply or any refund of any GST (or part thereof) is paid as soon as is practicable but no later than 14 days after the Supplier has satisfied itself that the adjustment event has occurred.
- (g) If an amount is paid by a Party under this Contract as an additional amount under clause 16.7(b) and the amount of GST is not payable or the amount of GST is less than or greater than the additional amount paid, the payer must pay the difference to the supplier or shall be entitled to recover the amount paid from the supplier by serving notice on the supplier (as the case may require).
- (h) For the purposes of this clause

- (i) **GST** means GST as that term is defined in the GST Law; and
- (ii) the terms GST group, member, recipient, representative member, supply, consideration, input tax credit, taxable supply, adjustment, adjustment event and adjustment note have the same meaning as in the GST Law.

17. Invoicing and Payment

17.1 Monthly Invoicing

AGI must provide the Shipper a tax invoice on a monthly basis showing:

- (a) the Tariff payable by the Shipper for the relevant Gas Month;
- (b) the aggregate of the Imbalance Charges payable in respect of any Gas Day in the relevant Gas Month;
- (c) any relevant adjustments made in accordance with this Contract;
- (d) any other amounts which under this Contract are payable or refundable for the relevant Gas Month;
- (e) any outstanding amounts from previous Gas Months; and
- (f) any interest payable under this Contract.

17.2 Payment

The Shipper must, subject to AGI providing a tax invoice and complying with its obligations under this Contract, by the 21st day of the month following the month in which the invoice was received, pay to AGI in the manner shown on the tax invoice all amounts shown on the tax invoice as payable under this Contract.

17.3 Default in Payment

- (a) If the Shipper fails by the relevant due date to make full payment of any:
 - (i) Tariff; or
 - (ii) any other amount or amounts payable by it under this Contract and shown on a Tax Invoice;then, without prejudice to AGI's other rights and remedies under this Contract or in equity, the Shipper must (unless AGI in its absolute discretion waives this requirement) pay interest on the unpaid amount (after as well as before judgment), calculated daily at the Default Rate from the due date until payment.
- (b) The Default Rate calculated for a day from which interest is payable on an amount referred in clause 17.3(a) applies until payment of that amount, and must not be recalculated despite any change in the Bank Bill Rate during that period.
- (c) This clause 17.3 applies with appropriate changes to a default by AGI in paying or allowing any refund, credit, rebate or other sum under this Contract.

17.4 not used

17.5 not used

18. Default and Termination

18.1 Default by Shipper

The Shipper is in default under this Contract only if:

- (a) the Shipper defaults in the due and punctual payment, at the time and in the manner prescribed for payment by this Contract, of any amount payable under this Contract;
- (b) the Shipper defaults in the due and punctual performance or observance of any of the other covenants, agreements, conditions or other obligations contained in this Contract and such default is material in the context of the Contract as a whole;
- (c) the Shipper suffers an Insolvency Event,
- (d) the Shipper is found to be materially in breach of any warranty given by it in this Contract, or if any statement or representation made by any means or in any document by the Shipper to AGI or AGI, is found to be false or misleading in any material particular;
- (e) without AGI's prior consent, the Shipper sells, parts with Possession of or attempts to sell or part with Possession of, the whole or a substantial part of its undertaking, so far as that undertaking relates to the use of Gas Delivered under this Contract; or
- (f) there is any adverse change in the business or financial condition of the Shipper or any event occurs which could, in the reasonable opinion of AGI, in any way jeopardise the ability of the Shipper to meet its obligations to AGI under this Contract.

18.2 Notice of Shipper's default

If an event referred to in any one or more of clauses 18.1(a) to 18.1(f) (inclusive) occurs, then AGI may give notice in writing to the Shipper specifying the nature of the default and requiring the Shipper to rectify the default (**Shipper Default Notice**).

18.3 When AGI may exercise remedy

- (a) Subject to clause 18.3(b) AGI may exercise a remedy under clause 18.4 at any time during which the Shipper remains in default under this Contract.
- (b) AGI may not terminate this Contract under clause 18.4(b) or commence the exercise of any remedy under clause 18.4(a), unless it has given a Shipper Default Notice and the event has not been remedied within 30 Working Days.

18.4 Remedies for Shipper's default

Subject to clause 18.3 if the Shipper is in default under this Contract, then AGI may in its sole discretion:

- (a) refuse to Receive Gas from the Shipper at the Inlet Point and/or refuse to Deliver Gas to the Shipper at the Outlet Point (including by Curtailing such Receipts and/or Deliveries and including doing so by exercising other rights under this Contract or under the Allocation Agreement) until such time as:

- (i) all amounts the failure to pay which constitutes the event described in clause 18.1(a) plus interest on those amounts at the Default Rate, have been paid in full; and
 - (ii) all other events described in clause 18.1 have been remedied, ceased or removed; or
- (b) by notice in writing to the Shipper terminate this Contract which termination takes effect immediately upon receipt of such notice.

18.5 Default by AGI

AGI is in default under this Contract only if:

- (a) AGI breaches clause 8.3(a) on any Nominated Day;
- (b) AGI suffers an Insolvency Event.

18.6 Notice of AGI's default

If an event referred to in clause 18.5 occurs, then the Shipper may give notice in writing to AGI specifying the nature of the default and requiring AGI to rectify the default (**AGI Default Notice**).

18.7 When Shipper may exercise remedy

The Shipper may terminate this Contract at any time during which AGI remains in default under this Contract for a period of 15 Working Days after AGI receives that AGI Default Notice.

18.8 Not used

18.9 Saving of other remedies

Except where expressly excluded or limited by this Contract, the right to terminate this Contract under this clause 18 is in addition to and is not in substitution for any other rights and remedies available to a Party, whether under this Contract or under any Law.

18.10 Effect of termination

- (a) Termination of this Contract by AGI under clause 18.4(b) or the Shipper under clause 18.7:
 - (i) does not prejudice the rights or remedies accrued to either Party at the date of termination or any rights, interests, liabilities or obligations under 16, 17 or 19, or under any provision of this Contract which affects the interpretation or application of those provisions, or which expressly or by its nature, survives termination of this Contract; and
 - (ii) subject to clauses 18.10(a)(i) and 18.10(b), relieves each Party of all other obligations under this Contract to the other Party.
- (b) Termination of this Contract by AGI under clause 18.4(b) does not relieve the Shipper of its obligations under this Contract to pay all amounts outstanding which relate to any matter, fact or thing occurring prior to the termination date (even if the date for invoicing or payment of any such amounts would, absent the termination, fall after the time of termination), and termination of this Contract by the Shipper under clause 18.7 does not relieve AGI of its obligations to pay all amounts outstanding which relate to any matter, fact or thing occurring prior to the termination date (even if the date for invoicing or payment of any such amounts would, absent the termination, fall after the time of termination).

-
- (c) Termination of this Contract by the Shipper under clause 18.7 does not relieve AGI of its liability for Direct Damage suffered by the Shipper as a result of the default by AGI.
-

19. Liability

Will be substantially the same as the SSC.

20. Dispute Resolution

20.1 Application of clause 24 of the SSC

Will be substantially the same as the SSC

21. Assignment

21.1 Application of clause 25 of the SSC

Will be substantially the same as the SSC

21.2 Application of clause 28 of the SSC

Will be substantially the same as the SSC

22. Notices

22.1 Operational notices

- (a) Subject to clause 22, all Curtailment Notices and notices under clauses 7.4 and 13.6(a) must be communicated by email to the Dedicated Email Address of the intended recipient set out in clause 22, until further notice.
- (b) AGI and the Shipper may agree on an alternative means for communication of the notices.

22.2 The CRS

- (a) Subject to clauses 22, all notices under clause 8 and clause 9.1 must be given by posting it on the CRS.
- (b) If at any time and for any reason the CRS fails to function properly, then each of the notices referred in clause 22.2(a) that are required to be given during the period of failure, must be given by email to the Dedicated Email Address of the intended recipient.
- (c) The terms and conditions of access to the CRS will be as published by DBNGP (WA) Nominees Pty Ltd ABN 78 081 609 289 from time to time. Save as provided by clause 22.2(a), or as the parties may expressly agree, the CRS must not be used for giving notices which have contractual effect unless the Shipper has agreed to the terms and conditions (such agreement not to be unreasonably withheld).

22.3 Written Notices

Where a notice is required to be given in writing it will be considered as having been given if delivered:

- (a) personally;
 - (b) by mail with all postage and charges prepaid; or
 - (c) by an email which requests a read receipt from the recipient,
- to either Party (as the case may be) at the address or email address specified in clause 22.

22.4 Timing - Notices by Mail

A notice sent by mail within Australia to an address in Australia will be taken to have been received on the third Working Day following the date of posting.

22.5 Timing - Notices by Email

- (a) A notice sent by email will be taken to be received on:
 - (i) the date that the read receipt is sent by the recipient to the sender of the notice if that read receipt is sent by 5.00pm in the place from which the read receipt is sent; or
 - (ii) the next Working Day that the read receipt is sent by the recipient to the sender of the notice if that read receipt is sent after 5.00pm in the place from which the read receipt is sent.
- (b) The recipient of a notice sent by email must not do anything to prevent or delay a read receipt from being sent to the sender of the notice.

22.6 Addresses

- (a) The addresses for notices are:
 - (i) For AGI

Executive General Manager, Commercial & Growth
AGI Tanami Pty Ltd
Level 22, 140 St Georges Terrace
Perth WA 6000
Email: notices@agig.com.au
 - (ii) For Shipper

To be provided

23. not used

24. not used

25. not used

26. not used

27. not used

28. not used

29. Business ethics

as per the SSC

30. Counterparts

This Contract may be executed in one or more counterparts which, taken together, constitute the one document.

Schedule 1 – Operating Specifications

Item 1

Component		Inlet Points and Outlet Points
Maximum carbon dioxide (mol %)		3.0
Maximum inert gases (mol %)		7.0
Minimum higher heating value (MJ/m ³)		37.0
Maximum higher heating value (MJ/m ³)		42.3
Minimum Wobbe Index		46.0
Maximum Wobbe Index		52.0
Maximum total sulphur (mg/m ³)	Unodorised gas	10.0
	Odorised gas	20.0
Maximum Hydrogen Sulphide (mg/m ³)		2.0
Maximum Oxygen (mol %)		0.2
Maximum Water (mg/m ³)		48
Hydrogen dewpoint over the pressure range 2.5 to 8.72 MPa absolute		Below 0°C
Maximum radioactive components (Bq/m ³)		600
Minimum Extractable LPGs (t/TJ)		0

Item 2

Inlet Points: Minimum and Maximum Temperature and Pressure

Location	Pressure		Temperature
	Min (kPag)	Max (kPag)	Max (°C)
Inlet Point	5,600	9,650	60

Outlet Points: Minimum and Maximum Temperature and Pressure

As agreed between the Operator and Shipper prior to execution