

Short Form Agreement for
Sale of Surplus Material: **Brief Title**

Contract No: **YYYY**

Origin Energy Resources (Kupe) Limited
N.Z.C.N. 849221

Buyer Name
N.Z.C.N. *[insert]*

Parties [insert Buyer name] N.Z.C.N. [insert #] of [insert address] (Buyer)

(Seller)

Recitals

- A. Seller is the owner of the surplus material listed in Exhibit A (**Surplus Material**).
- B. Seller wishes to sell and Buyer wishes to purchase the Surplus Material.
- C. Seller and Buyer agree to carry out and complete their respective obligations in accordance with this AGREEMENT to effect the transaction.

1. Sale and Purchase

Subject to the provisions of this AGREEMENT, Seller hereby sells to Buyer and Buyer hereby purchases from Seller, the Surplus Material.

2. Price

- 2.1 The purchase price to be paid by Buyer to Seller for the Surplus Material is set out in Exhibit A (**Purchase Price**).
- 2.2 The Purchase Price shall be paid within 10 days of the execution of this AGREEMENT by electronic transfer to Seller's account or accounts specified in Exhibit B at Buyer's sole expense.
- 2.3 The parties agree that the Purchase Price for the Surplus Material supplied under this Agreement is the lowest agreed price within the meaning of section EW 32(3) of the Income Tax Act 2007

3. Title, Custody, Risk of Loss

- 3.1 Following confirmation from Seller's banking institution that the Purchase Price has been credited to Seller's account in cleared funds, Seller shall do all that is necessary or appropriate to transfer title to the Surplus Material to Buyer and shall notify Buyer in writing that it may take possession of the Surplus Material on the date specified in the notice (**Transfer Date**).
- 3.2 Buyer must take possession of the Surplus Material no later than 15 business days after the Transfer Date.
- 3.3 Prior to taking possession of the Surplus Material, Buyer shall effect the following insurances and provide evidence of this to Seller if requested:

- (i) Third Party Public Liability Insurance of not less than NZD5,000,000; and(ii) Motor Vehicle Compulsory Third Party Property Damage Insurance of not less than NZD5,000,000.
- 3.4 If Buyer fails to take possession as provided in Article 3.2, Buyer shall be liable to pay a storage fee of NZD500.00 per day until collection, which amount must be paid to Seller before Buyer will be entitled to take possession of the Surplus Material.
- 3.5 Seller shall bear all risks associated with loss of or damage to the Surplus Material until the Transfer Date.

Buyer shall assume all liability and risk of loss or damage to the Surplus Material from the Transfer Date and agrees to release Seller and its successors, assigns, directors and employees from any and all costs, liabilities, damage or loss arising in connection with the Surplus Material or any part thereof as from the Transfer Date.

4. Removal of Surplus Material

- 4.1 Buyer shall ensure that the Surplus Material is removed in accordance with the highest standards of safety to persons and property in the vicinity of the removal. Buyer shall follow all safety requirements stipulated by Seller during removal of the Surplus Material.
- 4.2 Buyer shall remove the Surplus Material during normal working hours of Seller by employing its own labour, transport and resources, and at its sole cost and expense. Buyer's removal of Surplus Material shall not in any way interrupt or interfere with the normal operations on Seller's premises.
- 4.3 Seller may, in its sole discretion, provide assistance to Buyer for the loading of Surplus Material, provided that:
- (i) Seller shall have no liability of any kind whatsoever to Buyer for any such assistance rendered; and
 - (ii) Buyer agrees to indemnify Seller in respect of any damage or loss suffered in connection with provision of such assistance.
- 4.4 Seller may request that Buyer (or its duly authorised representative) execute a Release in the form attached as Exhibit D upon or following the removal of the Surplus Material from Seller's premises.

5. Representations and Warranties

- 5.1 Seller hereby represents and warrants to Buyer that it has:
- (i) title to the Surplus Material and that such Surplus Material are free and clear of all liens and charges as of the Transfer Date; and

- (ii) obtained all corporate approvals to proceed with the sale of Surplus Material contained in this AGREEMENT.

Seller makes no other warranties, express or implied, as to the condition, merchantability, fitness for purpose or otherwise of the Surplus Material sold to Buyer hereunder.

5.2 Buyer hereby represents and warrants to Seller that:

- (i) *[If Buyer is a company]* it is duly incorporated and validly existing and in good standing under the laws of its country of incorporation and that it has obtained all corporate approvals in order to proceed with the purchase of Surplus Material;
- (ii) Buyer has inspected or caused to be inspected the Surplus Material and found the Surplus Material to be in a condition satisfactory for purchase;
- (iii) it understands and accepts that the Surplus Material is being sold to it on an “as is, where is” basis; and
- (iv) no reliance has been placed on any description of the Surplus Material by Seller or its agent.

6. Termination for Default or Insolvency

Seller may in its sole discretion terminate this AGREEMENT by giving notice to Buyer effective immediately if at any time:

- (i) Buyer is or becomes in breach of any of the terms of this AGREEMENT;
or
- (ii) Buyer is or becomes bankrupt, or goes into liquidation, or makes a composition or arrangement with creditors generally, or takes advantage of any legislation for the relief of insolvent debtors.

7. Confidentiality

This AGREEMENT and all information, operations, records, reports, data and all other matters connected with the Kupe Joint Venture or Seller acquired by Buyer under or by virtue of this AGREEMENT must be treated as confidential by Buyer and must not be divulged in whole or in part to third persons without the prior written consent of Seller, except to the extent required to be disclosed by the law or to the extent that such information lawfully is or lawfully becomes within the public domain.

8. Notices

Any notice to be provided by one party to the other party under this AGREEMENT shall be in writing delivered either (i) to the address detailed in the

recitals or (ii) by post, hand delivery or electronic mail to the addresses and numbers as set out in Exhibit C.

Notices shall be effective:

- (i) if delivered by hand, at the time of delivery; or
- (ii) if sent by fax or email, at the time of receipt of the fax or email between 7.30 a.m. and 4.00 p.m. on a business day at the place of receipt or, if received other than between those times, at 7.30 a.m. on the next business day at the place of receipt.

9. GST

9.1 "GST" means goods and services tax payable pursuant to the Goods and Services Tax Act 1985 (*New Zealand*).

9.2 If GST is chargeable on any supply made by one party (the "**Supplier**") to another party (the "**Recipient**") under this Agreement, the Recipient will pay to the Supplier an amount equal to the GST chargeable on that supply in addition to, at the same time and in the same manner as the consideration otherwise payable under this Agreement for that supply is payable. The Supplier will issue a GST tax invoice to the Recipient in respect of that supply on or before the date on which payment for that supply is due under this Agreement.

11. Entire agreement

This AGREEMENT constitutes the entire AGREEMENT between Seller and Buyer with respect to the subject matter of this AGREEMENT.

12. Nature Of Relationship

"**Kupe Joint Venture**" means the unincorporated joint venture in relation to Petroleum Mining Licence PML 38146, the participants in which are Origin Energy Resources (Kupe) Limited, Kupe Mining (No. 1) Limited, Kupe Holdings Limited, National Petroleum Limited, GP No. 2 Limited, GP No. 5 Limited, Mitsui E & P New Zealand Limited, Petroleum Equities Limited and Nephrite Enterprises Limited (together, **Joint Venture Parties**).

12.1 Seller represents and warrants that it has been duly authorised by each of the Joint Venture Parties to act on their behalf and enters into this AGREEMENT as agent for and on behalf of the Joint Venture Parties. Wherever the AGREEMENT bestows a right on Seller such right shall be conferred on all Joint Venture Parties. Whenever this AGREEMENT imposes an obligation or liability on Seller, such obligation or liability is imposed on all of the Joint Venture Parties in accordance with Article 12.2.

12.2 The obligations and liabilities of the Joint Venture Parties are several in proportion to their respective participating interests in the Joint Venture from time



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to time, and are neither joint nor joint and several. Subject to Article 12.1, any warranty, representation, or acknowledgment given by a Joint Venture Party is only given in respect of itself and not on behalf of or in respect of any other Joint Venture Party.

Executed as an AGREEMENT on **[insert date of execution]**