



# ORICA UNITED KINGDOM PRICE LIST

EXPLOSIVES  
INITIATING SYSTEMS  
ACCESSORIES

01. March 2016



## Delivery Charges

Where the total invoice value (excluding VAT) of the order being delivered is £1000 or over, delivery will be free.

For orders whose value is £500 or less, a surcharge of £250 will be applied. Delivered order values greater than £500 but less than £750 will attract a proportion of the £250 such that the total net value does not exceed £750.

Extra charges will be applied for orders where sea passages are involved or exceptional deliveries are requested.

### Security Tariff

A Security Tariff of £21.35 per delivery will be charged to cover the cost of vehicle tracking and other security measures associated with the delivery of Bulk / Packaged Explosives and Initiating System products.

### Explosives Legislative Surcharge

An Explosive Security Surcharge will be charged at the rate of 1% of total invoice value. This is to ensure the safe and efficient security of supply of explosives products to Orica's customers given the recent changes to various legislation

For further information contact our Customer Services Centre at:

Orica UK Ltd  
North Quarry Business Park  
Skull House Lane  
Appley Bridge  
Wigan  
WN6 9DB

Sales Order Line: 01925 767 679

Facsimile Number: 01925 765 457

Acceptance of an order will be subject to the Conditions of Sale described overleaf.

**Orica UK Ltd, North Quarry Business Park, Skull House Lane, Appley Bridge, Wigan, WN6 9DB. Tel: 01257 256164 Fax: 01257 256166**



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## Bulk Emulsion Explosives

| Centra™ Gold 70 (for Quarrying)              |                      |
|--|----------------------|
| Delivery Size                                | Price<br>£ / 1000 Kg |
| 0 to 2000 Kg with min qty of 2000 Kg charged | 2108.00              |
| 2001 Kg to 4000 Kg                           | 1998.00              |
| 4001 Kg to 6000 Kg                           | 1886.00              |
| 6001 Kg to 8000 Kg                           | 1776.00              |
| 8001 Kg to 10000 Kg                          | 1664.00              |
| 10000 Kg +                                   | Price on application |


| Fortis™ Coal 70 (for Open Cut Coal)          |                      |
|--|----------------------|
| Delivery Size                                | Price<br>£ / 1000 Kg |
| 0 to 2000 Kg with min qty of 2000 Kg charged | 2108.00              |
| 2001 Kg to 4000 Kg                           | 1998.00              |
| 4001 Kg to 6000 Kg                           | 1886.00              |
| 6001 Kg to 8000 Kg                           | 1776.00              |
| 8001 Kg to 10000 Kg                          | 1664.00              |
| 10000 Kg +                                   | Price on application |

## Ammonium Nitrate for Site ANFO Mixing


| Amonium Nitrate - Blasting Grade Porous Prill |                   |                         |  |
|---|-------------------|-------------------------|--|
| Product                                       | Delivery Size     | Weight per bag<br>in Kg | Price<br>£ / 1000 Kg                   |
| Porous Prill Amonnium Nitrate                 | 24 tonne load     | 1000                    | All prices available<br>on application |
|   | 10 tonne load     | 1000                    |  |
|   | 23.275 tonne load | 25                      |  |
|   | 9.8 tonne load    | 25                      |  |

## Packaged High Explosives


| Packaged ANFO |           |                       |                   |
|---------------|-----------|-----------------------|-------------------|
| Product       | Packaging | Weight per case in Kg | Price £ / 1000 Kg |
| Exan™         | Lanfo25   | 25                    | 3294.68           |



| Packaged Emulsion Explosives |                      |             |             |                     |                       |                   |
|------------------------------|----------------------|-------------|-------------|---------------------|-----------------------|-------------------|
| Product                      | Cartridge Dimensions |             |             | Cartridges per case | Weight per case in Kg | Price £ / 1000 Kg |
|                              | Ø (mm)               | Length (mm) | Weight (gm) |                     |                       |                   |
| Senatel™ Powerfrag™          | 32                   | 447         | 400         | 60                  | 24                    | 6240.00           |
|                              | 35                   | 395         | 400         | 60                  | 24                    | 6240.00           |
|                              | 50                   | 460         | 1000        | 24                  | 24                    | 5011.00           |
|                              | 70                   | 490         | 2500        | 10                  | 25                    | 4795.00           |
|                              | 80                   | 520         | 2500        | 8                   | 25                    | 4795.00           |
| Senatel™ Pulsar™             | 75                   | 500         | 2500        | 10                  | 25                    | 4501.00           |
|                              | 85                   | 470         | 3125        | 8                   | 25                    | 4501.00           |
|                              | 100                  | 500         | 5000        | 5                   | 25                    | 4501.00           |



| Packaged NG Explosives |                      |             |             |                     |                       |                   |
|------------------------|----------------------|-------------|-------------|---------------------|-----------------------|-------------------|
| Product                | Cartridge Dimensions |             |             | Cartridges per case | Weight per case in Kg | Price £ / 1000 Kg |
|                        | Ø (mm)               | Length (mm) | Weight (gm) |                     |                       |                   |
| Eurodyn™ 2000          | 25                   | 150         | 125         | 200                 | 25                    | 7468.00           |



## Black Powder Grades

| Black Powder (for Blasting) |           |                       |                |
|-----------------------------|-----------|-----------------------|----------------|
| Product                     | Item Ref. | Weight per case in Kg | Price £ / Case |
| NPCG (Coarse Grain)         | 031811    | 25                    | 305.42         |
| NPMG (Medium Grain)         | 031823    | 25                    | 305.42         |
| NPSG (Fine Grain)           | 031859    | 25                    | 310.49         |

| Black Powder (for Firework) |           |                       |                |
|-----------------------------|-----------|-----------------------|----------------|
| Product                     | Item Ref. | Weight per case in Kg | Price £ / Case |
| FO-A                        | 032062    | 25                    | 403.96         |
| FO-A (50 x 500gm)           | 032220    | 25                    | 621.90         |
| FO-M                        | 036973    | 25                    | 422.99         |
| FO Triangle                 | 031896    | 25                    | 388.92         |
| NP-XF                       | 082569    | 25                    | 397.04         |
| Meal A                      | 082557    | 25                    | 386.75         |
| 4FA                         | 031926    | 25                    | 433.71         |
| 5FA                         | 032037    | 25                    | 433.71         |

| Black Powder (for Propellant) |           |                       |                |
|-------------------------------|-----------|-----------------------|----------------|
| Product                       | Item Ref. | Weight per case in Kg | Price £ / Case |
| TPPH (50 x 500gm)             | 084190    | 25                    | 1331.92        |
| TS No.2                       | 034526    | 25                    | 823.58         |

| Black Powder (for Military) |           |           |                       |                |
|-----------------------------|-----------|-----------|-----------------------|----------------|
| Product                     | Packaging | Item Ref. | Weight per case in Kg | Price £ / Case |
| Sulphurless SFG12           |           | 08251X    | 25                    | 1199.98        |
| Sulphurless SFG20           |           | 082521    | 25                    | 1209.94        |
| Sulphurless SFG20 2.5kg     | Bags      | 084272    | 25                    | 1271.20        |
| Sulphurless SFG20 500gm     | Bottles   | 084273    | 25                    | 1299.61        |
| Sulphurless SFG40           |           | 082533    | 25                    | 1232.27        |
| Sulphurless SFG40 2.5kg     | Bags      | 084264    | 25                    | 1268.16        |
| Sulphurless SFG40 500gm     | Bottles   | 084265    | 25                    | 1319.33        |
| Sulphurless SFG90           |           | 082545    | 25                    | 1390.15        |
| Sulphurless SMP (Mealed)    |           | 082508    | 25                    | 1382.63        |
| G7                          |           | 03311X    | 25                    | 663.42         |
| G12                         |           | 033133    | 25                    | 761.35         |
| G12 10 x 2.5kg              | Bags      | 033134    | 25                    | 798.86         |
| G12 500gm                   | Bottles   | 033135    | 25                    | 845.17         |
| G20                         |           | 040587    | 25                    | 841.80         |
| G20 10 x 2.5kg              | Bags      | 084266    | 25                    | 877.70         |
| G20 500gm                   | Bottles   | 084267    | 25                    | 928.24         |
| G40                         |           | 039901    | 25                    | 927.37         |
| G40 10 x 2.5KG              | Bags      | 039902    | 25                    | 973.15         |

## Blasting Accessories

| Blasting Accessories   |                    |                      |
|------------------------|--------------------|----------------------|
| Product                | Packaging Unit     | Price<br>£ / Case    |
| "Plystem" stemming     | 40 Pieces / Case   | 21.00                |
| "Trimclip"             | 150 Metre / Bundle | Price on application |
| Iron Connecting Wire   | 100 Metre / Reel   | Price on application |
| Copper Connecting Wire | 100 Metre / Reel   | Price on application |
| Safety Fuse            | 160 Metre / Reel   | Price on application |



## Detonating Cord

| Cordtex™ 12N, 20N, 40N and 100N |                 |                    |                    |                           |                         |                           |                    |
|---------------------------------|-----------------|--------------------|--------------------|---------------------------|-------------------------|---------------------------|--------------------|
| Product                         | Outer Ø<br>(mm) | Strength<br>(gm/m) | Reel Length<br>(m) | Spool per case<br>(items) | Case weight NEM<br>(kg) | Case weight gross<br>(kg) | Price<br>£ / Metre |
| Cordtex™ 12N                    | 5.4 ±0.2        | 12                 | 100                | 2                         | 5.0                     | 13.0                      | 0.99               |
| Cordtex™ 20N                    | 7.0 ±0.3        | 20                 | 150                | 2                         | 6.0                     | 15.8                      | 2.68               |
| Cordtex™ 40N                    | 8.5 ±0.4        | 40                 | 100                | 2                         | 8.0                     | 16.6                      | 3.17               |
| Cordtex™ 100N                   | 12.0 ±0.6       | 100                | 50                 | 2                         | 10.0                    | 15.7                      | 5.06               |



## Boosters

| Boosters                |                      |             |          |             |                     |                       |                      |
|-------------------------|----------------------|-------------|----------|-------------|---------------------|-----------------------|----------------------|
| Product                 | Cartridge Dimensions |             |          |             | Cartridges per case | Weight per case in Kg | Price £ / Each       |
|                         | Ø (mm)               | Length (mm) | NEM (gm) | Weight (gm) |                     |                       |                      |
| KP Primer               | 17                   | 135         | 25       | 33          | 200                 | 7.0                   | Price on application |
| SLP Primer              | 50                   | 260         | 385      | 545         | 30                  | 18.0                  | 13.39                |
| Pentex™ 250             | 42                   | 163         | 240      | 285         | 35                  | 10.3                  | Price on application |
| Booster 410 Twin Pocket | 66                   | 163         | 410      | 580         | 30                  | 17.4                  | 8.32                 |
| Booster 450 Twin Pocket |                      |             | 450      |             |                     |                       | Price on application |

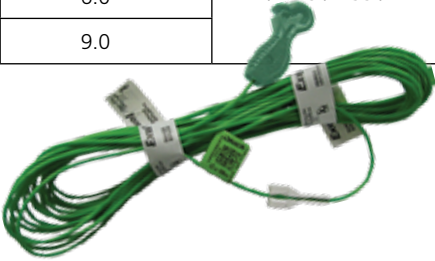


## Non Electric Detonators

| Exel™ MS              |                    |             |                     |                |
|-----------------------|--------------------|-------------|---------------------|----------------|
| Shock Tube Length (m) | Delay Range (ms)   | Qty per bag | Qty per case (1.1B) | Price £ / Each |
| 6.0                   | D450 / D475 / D500 | 10          | 100                 | 5.43           |
| 7.8                   |                    | 10          | 100                 | 5.77           |
| 9.0                   |                    | 10          | 70                  | 6.34           |
| 12.0                  |                    | 10          | 50                  | 6.90           |
| 15.0                  |                    | 10          | 50                  | 8.29           |
| 18.0                  |                    | 5           | 40                  | 9.61           |
| 21.0                  |                    | 5           | 30                  | 10.91          |
| 24.0                  |                    | 5           | 30                  | 11.37          |
| 30.0                  |                    | 4           | 20                  | 14.15          |
| 36.0                  |                    | 4           | 20                  | 18.22          |



| Exel™ Connectadet™    |                             |                     |                |
|-----------------------|-----------------------------|---------------------|----------------|
| Shock Tube Length (m) | Delay Range (ms)            | Qty per case (1.1B) | Price £ / Each |
| 6.0                   | D17 / D25 / D33 / D42 / D65 | 80                  | 5.94           |
| 9.0                   |                             | 65                  | 6.40           |



| Exel™ Connectadet™ SL |                             |             |                     |                |
|-----------------------|-----------------------------|-------------|---------------------|----------------|
| Shock Tube Length (m) | Delay Range (ms)            | Qty per bag | Qty per case (1.1B) | Price £ / Each |
| 9.0                   | D17 / D25 / D33 / D42 / D65 |             |                     | 6.40           |



| Exel™ Lead in Line    |                  |             |                     |                |
|-----------------------|------------------|-------------|---------------------|----------------|
| Shock Tube Length (m) | Delay Range (ms) | Qty per bag | Qty per case (1.1B) | Price £ / Each |
| 100.0                 |                  |             |                     | 37.51          |

## Electric Detonators

| Dynadet™-C1     |                       |             |                     |                |
|-----------------|-----------------------|-------------|---------------------|----------------|
| Wire Length (m) | Delay Range (ms)      | Qty per bag | Qty per case (1.1B) | Price £ / Each |
| 4.0             | Delay Numbers 00 - 15 | 10          | 250                 | 4.47           |
| 6.0             |                       | 10          | 170                 | 5.99           |



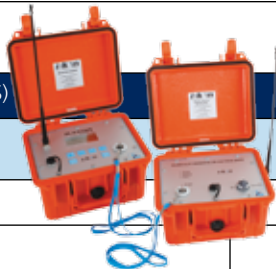
## Electronic Blasting System

| i-kon™ II Detonator |                     |                |
|---------------------|---------------------|----------------|
| Wire Length (m)     | Qty per case (1.1B) | Price £ / Each |
| 6.0                 | 80                  | 28.02          |
| 10.0                | 60                  | 28.90          |
| 15.0                | 66                  | 30.09          |
| 20.0                | 66                  | 31.32          |
| 30.0                | 36                  | 33.07          |



# Electronic Blasting System

| i-kon™ II System Accessories  |                   |
|---|-------------------|
| Product   | Price<br>£ / Each |
| i-kon™ II Blaster 400 (incl. bag, charger and security key)   | 1660.94           |
| i-kon™ II Logger (incl. Bag, charger and connection cable Blaster to Logger)  | 1365.42           |
| Printer (incl. Charger and printer cable for Blaster 400 and Logger)  | 585.32            |
| Duplex Harness Wire 200 m coil  | 37.15             |
| Dummy Puk   | 55.93             |
| Sling bag for Harness Wire  | 68.03             |
| Car Charger for Blaster 400 and Logger  | 45.03             |
| Data Transfer Cable i-kon™ II Logger/i-kon™ II Logger   | 62.54             |
| Pelican Case, Model 1550, orange, customised  | 465.28            |
| i-kon™ II Basic Set consisting of 1 i-kon™ II Blaster 400, 1 i-kon™ II Logger, 1 Coil (200 m) of Harness Wire and Sling Bag | 3128.17           |
| i-kon™ II Blaster 400 security key  | 102.81            |
| Printer Cable for i-kon™ II Blaster 400 and i-kon™ II Logger  | 68.03             |
| i-kon™ II Blaster 400 bag   | 97.56             |
| i-kon™ II Logger Bag  | 97.54             |
| Transfer Cable i-kon™ II Blaster to i-kon™ II Logger  | 45.03             |
| Charger for i-kon™ II Blaster 400 and i-kon™ II Logger  | 63.34             |
| Download Cable  | 68.80             |
| Logger Beep Booster   | 78.28             |



| i-kon™ II Surface Remote System (SURBS) |           |                   |
|---|-----------|-------------------|
| Product                                 | Item Ref. | Price<br>£ / Each |
| i-kon™ II Surface Remote Blasting Box   | RESURBB   | 1660.94           |
| i-kon™ II Blaster 2400R                 | REB2400R  | 1365.42           |

# TERMS OF SALE

## 1. INTRODUCTION

These terms of sale apply to sales of products and services (as applicable the "Products" and "Services") by Orica UK Ltd ("Orica") to the addressee (the "Buyer") of the proposal or price list that is attached (together with these terms of sales the "Contract"). "Site" refers to the place where Services will be performed; Orica and the Buyer are each a "Party" and together, they are the "Parties".

## 2. PRICES AND PAYMENT

The prices of the Products and Services do not include sales, use, excise or any other taxes or assessments levied by any governmental authority upon the sale or use of the Products, or the performance of the Services.

The prices set out in this Contract are based on the laws and Buyer policies in effect on the date of the Contract. Orica reserves the right to increase the prices for Products and Services (a) at any time upon written notice if any new or amended law, regulation or ordinance (or if Orica's compliance with any change in the rules or policies of Buyer) results in an increase in the cost of (i) performing the Services, or (ii) producing, packaging, storing or transporting the Products, or (b) upon 30 days' written notice in all other circumstances, including but not limited to increases in raw material or other input costs. For the avoidance of doubt, the foregoing shall include change in, or introduction of, a tax and/or increased costs (including the cost of acquiring permits or credits and the cost of plant modifications or additions) in each case arising in connection with a change in, or the introduction of a scheme for, the management of greenhouse gas emissions or concentrations or management of water usage or water conservation and shall apply also to any changed interpretation of an existing law, regulation, ordinance or Buyer's rule or policy.

Unless stated otherwise in this Contract, payments are due within 20 days following the month of invoice. Payments not received when due will incur interest of one and one-half percent (1 ½ %) per month until paid. Orica's supply obligations are dependent upon timely invoice payment. Orica may, among other remedies, limit or cancel Buyer's credit, suspend deliveries or performance, or terminate this Contract in the event Buyer fails to pay for any Products or Services when due. If Buyer's financial condition gives Orica, in its reasonable judgment, grounds to believe Buyer has or will become unable to perform under this Contract, Orica may require full or partial cash payment in advance or suspend performance until Buyer's financial condition materially improves and Buyer pays sums due to Orica. Buyer shall not be entitled to withhold payment or to set-off payment against any sum owed to Buyer by Orica unless specifically agreed otherwise between the Parties in writing or as required by law.



### **3. COOPERATION**

Where applicable, Buyer will provide Orica free and safe access to all areas of the Site necessary to perform the Services, including, without limitation, a reasonably dry surface suitable for equipment access. If this Contract includes manufacturing operations at the Site, the Buyer will set aside part of Site for Orica to manufacture or store Products or raw materials and related equipment used for production. Each Party will manage its employees and contractors to ensure non-interference with the safe and efficient performance of the Services at the Site.

The Parties will endeavour to communicate with each other to ensure the smooth execution of their obligations under this Contract. Orica's supply obligations under this Contract are conditional upon Buyer furnishing Orica (where applicable) with reasonably accurate forecasts and prompt notices of anticipated changes to forecasted requirements. The Buyer will submit orders with a reasonable lead time to allow Orica to meet Buyer's requirements. Orica will use all reasonable endeavours to deliver each of Buyer's orders for Products and perform Services on the date and at the time specified in an order or otherwise agreed between the Parties but the time of delivery of Products or of performance of Services shall not be of the essence nor may it be made of the essence by notice. Orders placed by the Buyer are (once accepted by Orica) binding on the Buyer and cannot be cancelled by the Buyer. If Buyer fails to require delivery of Products or performance of Services when delivery of Products or performance of Services falls due Orica shall be considered to have tendered and Buyer to have refused to accept such delivery of Products or performance of Services.

### **4. PERFORMANCE STANDARDS AND WARRANTIES**

Orica will perform the Services competently with due expedition and in compliance with applicable law. Such performance will satisfy the standard of care, skill, and diligence normally provided by a professional in the performance of work similar to that contemplated by this Contract. Orica warrants that the Products will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and conform to Orica's standard specifications in effect at the time of manufacture. These are Orica's exclusive warranties for the Products and Services. Orica makes no other representation or warranty, express or implied, as to merchantability, fitness for a particular purpose, or any other matter with respect to the Products, whether used alone or in combination with any other goods or materials. It is, unless otherwise agreed in writing, the responsibility of Buyer to determine that the Products are appropriate for Buyer's intended use. The warranties in this paragraph are Orica's exclusive warranties. Nothing in this paragraph excludes the terms implied by section 12 of the Sale of Goods Act 1979.

## **5. ORICA'S LIABILITY FOR BREACH**

Subject to Clause 14, Orica's exclusive liability for breach of any warranty under clause 4 will be limited to one of the following remedies (at Orica's option):

If the breach relates to Products:

- the replacement of the Products or the supply of equivalent products;
- the repair of such Products;
- the payment of the cost of replacing the Products or of acquiring equivalent products;
- the refundment of the price paid by Buyer or the provision of a credit note for the relevant Products; or
- the payment of the cost of having the Products repaired.

If the breach relates to Services:

- the resupply of the Services; or
- the payment of the cost of resupplying the Services.

## **6. FORCE MAJEURE**

Any of the following are "Force Majeure": acts of God; acts of civil or military authorities; war; riot; fire; explosion; flood; sabotage or acts of terrorism; lack of adequate fuel, power, raw materials, labour, containers or transportation facilities; changes in applicable governmental laws, regulations, or orders after the date of commencement of performance hereunder; breakage or failure of machinery or apparatus; labour disputes; acts or omissions of Buyer, its employees, officers or agents (which shall only constitute Force Majeure for Orica and not for Buyer); or any other event, whether or not of the class or kind set out herein, beyond the reasonable control of a Party, including Force Majeure affecting Orica's suppliers. Neither Party will be liable for delay in performance of, or a failure to deliver or perform (except the obligation to pay money) if such delay or failure is caused by a Force Majeure or if performance by Orica, including performance through alternative supply points, alternative suppliers or alternative solutions, is rendered materially more expensive such that performance is not commercially reasonable for Orica. Orica reserves the right, in its sole discretion, to fairly allocate inventories and current production and to substitute suitable materials when, in its opinion, circumstances warrant such allocation or substitution.

## **7. TERMINATION**

A Party may terminate this Contract by giving written notice to the other Party, if the other Party commits any continuing and material breach of this Contract and – unless such breach relates to a failure of Buyer to pay for any Products or Services when due - fails to remedy the same within 30 days after receipt of a written notice giving details of the breach and requiring the Party in breach to remedy it. Orica may also terminate this Contract immediately if (a) an encumbrance takes possession or a receiver is appointed over any other property or asset of Buyer (b) Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order; (c) Buyer goes into liquidation (for whatever reason); or (d) Buyer ceases, or threatens to cease, to carry on business.

## **8. TITLE AND RISK OF LOSS**

The risk of loss of the Products shall pass to Buyer upon delivery at the point of delivery specified in this Contract. For bulk emulsion products, delivery shall occur upon pumping of the bulk emulsion product into the blasting hole. Orica shall retain title to the Products until Buyer makes full payment. Buyer shall unload and release all delivery equipment to the carrier within the tariff or contracted period, which shall be made known to the Buyer by Orica.

## **9. PRODUCT RETURNS OF NON-DEFECTIVE PRODUCTS**

Orica will only accept returns of non-defective Products if Buyer obtains Orica's prior written consent and follows Orica's transportation instructions. All Products returned to Orica must be in full containers, boxes or cases, unopened and in the same condition as when delivered. Products may be returned for exchange or credit to Buyer's account only. No special order items or non-standard stock items may be returned. Returned Products accepted for exchange or credit are subject to a restocking fee of twenty five percent (25 %) of the invoiced price of the returned Products. Buyer will pay all transportation charges.

## **10. RETURNABLE CONTAINERS AND SHIPPING MATERIALS**

All returnable containers and shipping materials, including without limitation, pallets, shall remain the property of Orica and shall be returned by Buyer when they are no longer required for storage of the Products. Orica may require Buyer to make a deposit for each returnable container. Orica shall credit each deposit to Buyer's account promptly after the container or packaging is returned, provided the container or packaging is in good condition, has been used only for the storage and delivery of Orica's Products, and is returned within three (3) months from date of delivery.

## **11. DELIVERY CHARGES**

For orders whose value is £500 or less, a surcharge of £250 will be applied. Delivered order values greater than £500 but less than £750 will attract a proportion of the £250 such that the total net value does not exceed £750. Extra charges will be applied for orders where sea passages are involved or exceptional deliveries are requested.

## **12. PRODUCT INSPECTION**

Within fifteen (15) days of receipt of each shipment of Products, the Buyer shall examine the Products for any damage, defect or shortage. All claims for damage, defect or shortage (whether such claim be based in statute, contract, and tort or otherwise) shall be deemed waived unless made in writing and received by Orica within thirty (30) days after Buyer's receipt of the Products. Failure to deliver to Orica written notice of any such claim within the applicable time period shall be deemed a waiver of claim, if the facts giving rise to such claim have then been discovered.

## **13. RESPONSIBILITY**

If this Contract contains a list of the responsibilities of the Parties, each Party will satisfy such obligations. Each Party acknowledges that the other Party will rely upon the proper performance of such duties and that in some cases; performance may be conditional upon the other Party's fulfilment of its responsibilities. Buyer shall ensure that the Products are used safely and in accordance with applicable law. Buyer acknowledges that it is familiar with and accepts the risks associated with the Products and Services and that even the exercise of due care in blasting may not prevent injuries or damage. Buyer also acknowledges and agrees that Buyer's choice of Products and Services (or election not to purchase Products and Services that may mitigate risk) may result in adverse consequences. Buyer assumes all risks and liability associated with: (i) any product into which the Products are incorporated; (ii) any environmental effects and damage associated with the use of the Products and performance of the Services not directly caused by Orica's breach of this Contract (including without limitation fly rock and ground vibration); and (iii) the possession, handling, storage, use or other disposition of the Products sold hereunder, whether used alone or in combination with other substances or products.

## 14. LIABILITY

Each Party shall indemnify the other Party against loss, expense, liability or proceeding resulting from injury to people or damage to property only if, and to the extent that, the loss, expense, liability or proceeding is directly caused by such Party's negligence, gross negligence, intentional misconduct or breach of this Contract. Each Party's liability to the other Party for loss or damage of any kind in contract, tort, under any statute or otherwise (including negligence), whether claimed under an indemnity in this Contract or otherwise, arising from or relating to this Contract or its subject matter, is reduced to the extent that the other Party or a third party causes or contributes to the loss or damage. In no case shall such liability exceed the limitations set out below. Each Party will carry sufficient insurance to cover its potential liabilities hereunder and, on request, will furnish the other Party with reasonable evidence of such cover.

Neither Party shall be liable for incidental, indirect, consequential or special damages of any kind. Even if losses are deemed direct losses, Orica shall not be liable for loss of production, lost profits, business, revenues or opportunities or any similar damages. Under no circumstances shall Orica's liability exceed the purchase price of the Product or Service giving rise to the liability. Orica disclaims all other liability to the Buyer or to any other person whether based upon contract, tort, or other legal theories including negligence and strict liability. Any action must be brought within twelve (12) months after the cause of action accrues. Each provision in this Contract that provides for a limitation of liability, disclaimer of warranty or exclusion of damages is severable and independent of any other provision. Nothing in this Contract excludes or limits the liability of a Party for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any liability if and to the extent that it is not permissible in law for such liability to be limited or excluded.

## 15. CONFIDENTIALITY

Each Party and its respective agents, employees and representatives shall hold in strict confidence and shall not use or disclose or permit the use or disclosure of (i) the existence or terms of this Contract, (ii) any information regarding the operation of the Products or the performance of the Services, or (iii) any information that may come to its knowledge in the course of carrying out this Contract as to the operations, business dealings or financial affairs of the other Party, without the express prior written consent of the other Party. This confidentiality obligation does not apply to any disclosure of information: (i) that at the time of the disclosure was in the public domain other than by breach of this Contract; or (ii) that subsequently enters the public domain without any breach of this Contract; or (iii) that is required by applicable law or order to be communicated to a person who is authorized by law to receive that information; or (iv) to the extent it is required to be disclosed by the listing rules of a recognised stock exchange.

## **16. INTELLECTUAL PROPERTY**

Buyer acknowledges and agrees that Orica is the sole and exclusive owner of the Intellectual Property in the Products or Services and the rights attached to that Intellectual Property. Buyer agrees that (unless otherwise expressly provided in writing or as permitted by law) nothing in this Contract grants to the Buyer any right, title or interest in or to any of the Intellectual Property in the Products or Services, except to the extent strictly necessary to enable the Buyer to use the Products and/or have the benefit of the Services (in each case, as contemplated by this Contract). Buyer will not claim (whether during the term of the Contract or thereafter) to have acquired any right, title or interest to the Intellectual Property in the Products or Services by virtue of the rights granted to Buyer by this Contract. "Intellectual Property" means any intellectual or industrial property right anywhere in the world including, without limitation, any patent, patent application, utility model, copyright (including copyright in manuals, databases, promotional materials and other materials), registered design and other design rights, and any other rights that may subsist anywhere in the world in inventions and other manufacturing processes, technical and other information of Orica.

## **17. MISCELLANEOUS**

Neither Party may assign its rights, powers, duties or obligations under this Contract (other than the sub-contracting of non-material obligations such as the transport and delivery of Products) without the prior written consent of the other Party and any attempted assignment or delegation without such consent shall be void; provided, however, that Orica may assign its rights, powers, duties or obligations under this Contract to: (i) its parent company or to any present or future subsidiary (whether direct or indirect) of Orica or such parent company, or (ii) a third party in connection with a sale of all or a significant portion of Orica's stock or assets. The following shall be deemed an assignment of this Contract by Buyer: (i) the sale of all or substantially all of the stock of Buyer; (ii) or all or substantially all of its assets, are acquired by or merged with another person or entity; or (iii) there is a change of the ability to direct the affairs of Buyer.

All notices required or permitted to be given hereunder shall be in writing and shall be deemed given (i) the second day after mailing, if sent by registered or certified mail, (ii) upon delivery, if delivered by hand or by courier, (iii) when received, if sent by facsimile or telecopy as indicated on the receipt of transmission, to the Parties as applicable either at the addresses listed in the Contract, or at such other address as may be designated by notice given in accordance with this provision.

The validity, interpretation and performance of this Contract and any dispute connected herewith shall be governed by and construed in accordance with English law and the Parties submit to the non-exclusive jurisdiction of the courts of England, Wales, Scotland and Northern Ireland as appropriate. The United Nations Convention on Contracts for the International Sale of Goods or equivalent shall not apply to this Contract.

The terms of this Contract that by their nature are reasonably intended to survive this Contract, including without limitation, sections 5, 13, 14, 15 and 16, shall survive the expiration or termination of this Contract.

This Contract constitutes the full understanding of the Parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement. No amendment or modification of any provision of this Contract shall be effected by the acknowledgment or acceptance of purchase order, shipping instruction forms or any other document containing terms or conditions at variance with or in addition to those set forth herein. Any such varying terms and conditions shall be void and unenforceable, and any purported provisions to the contrary are hereby excluded or extinguished. Further, no amendment or modification of any provision of this Contract shall be binding unless the same is in writing, signed by the Party to be bound, and is specifically described as an amendment or modification of this Contract. No person who is not a party to this Contract is entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

In this Contract, a reference to any statute is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment of it, provided that no such amendment or re-enactment shall apply for the purposes of this Contract to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, Orica.

The headings used herein are for convenience only and do not affect interpretation. No waiver by a Party of any one or more breach in performance of the Contract will operate as a waiver of a future breach. If any provision of the Contract is held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions of the Contract will remain in full force and effect. Except if and to the extent otherwise provided by law, nothing in this Contract is to be interpreted against a Party on the grounds that the Party put forward this Contract or any part of it.

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