

MINOVA TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale govern the sale of Products and/or Services by Minova to the Buyer, as identified in any proposal, quotation, sales or purchase order or price list that incorporates, is attached to, or references these Terms and Conditions (collectively the "Agreement"). The Terms and Conditions of Sale shall apply exclusively and prevail over any conflicting or additional terms proposed by the Buyer, including Buyer's terms and conditions, which are expressly rejected unless specifically agreed to in writing by an authorized representative of Minova. Buyer is deemed to have accepted and agreed to be bound by the Terms and Conditions upon performance of any of the following: (i) timely return of a signed version of the Agreement; (ii) submission of a purchase order or other request for Products and/or Services to Minova following the receipt of an offer, quotation or proposal by Minova; or (iii) any timely written confirmation or other communication indicating acceptance of Minova's proposal or awarding Minova the right to supply Products or Services. Minova and the Buyer are each a Party and together, they are the Parties.

1. **Prices and Payment.** Unless stated otherwise in this Agreement, payments are due within twenty-eight (28) days of the date of invoice. Payments not received when due will incur interest at 1.5% (one and a half percent) per month (or if less, the maximum amount legally permitted) until paid. Minova's supply obligations are dependent upon timely invoice payment. Minova may, among other remedies, limit or cancel Buyer's credit, suspend further deliveries or performance, or terminate this Agreement in the event Buyer fails to make payment when due. Minova shall not be liable for any delay or failure in performance resulting from any such suspension, cancellation or termination. Any costs incurred by Minova as a result of Buyer's non-payment, including legal or collection fees, shall be recoverable from Buyer. If Buyer's financial condition gives Minova, in its reasonable judgment, grounds to believe Buyer has or will become unable to perform under this Agreement, Minova may require full or partial payment in advance or suspend its performance until Buyer's financial condition materially improves and Buyer pays sums due to Minova. Buyer shall not be entitled to withhold payment or to set-off payment against any sum owed to Buyer by Minova unless specifically agreed otherwise between the Parties in writing or as required by applicable mandatory provisions of law. The prices of the Products and Services do not include sales, use, excise or any other taxes or assessments levied by any federal, state, municipal or other governmental authority upon the sale or use of the Products, or the performance of the Services.
2. **Change in Laws.** The prices set out in this Agreement are based on applicable laws and regulations. Minova reserves the right to adjust the prices upon written notice if any new or amended law, regulation, ordinance, tariff, trade duty, or government-imposed charge, or if Minova's compliance with any change in the rules or policies of Buyer results in an increase in the cost of providing the Services or producing, packaging, storing or transporting the Product, including but not limited to increases in raw material, transportation, compliance, or other input costs to the extent necessary to compensate for any increase. For the avoidance of doubt, the foregoing shall include change in, or introduction of, a tax, duty, tariff, or surcharge 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. This clause shall apply also to any changes of an existing law, regulation, ordinance or Buyer's rule or policy.
3. **Access.** Where applicable, Buyer will provide Minova, its personnel, and subcontractors with free, safe and timely access to all areas of the place where Services will be performed (the "Site"), as required for delivery of Products and performance of Services. Such access shall include, without limitation, a reasonably dry, stable, and obstruction-free surface suitable for equipment access and operation. If this Agreement includes operational activities at the site, the Buyer shall allocate and maintain an appropriate area at the Site for Minova to apply or store Products, raw materials, tools or production-related equipment. Buyer shall ensure the Site complies with all applicable laws, regulations, and industry safety standards and shall promptly notify Minova of any hazardous conditions, access restrictions, or delays that may affect performance. Each Party will manage its employees and contractors to avoid interference with the safe, continuous and efficient performance of the Services at the Site. Minova shall not be liable for any delay, increased costs, or failure to perform caused by Buyer's failure to provide suitable access, conditions, or cooperation. Buyer shall be responsible for any damage to Minova's equipment or property caused by conditions at the Site, unless due to Minova's sole negligence.
4. **Cooperation.** The Parties agree that Minova's supply obligations under this Agreement are conditional upon Buyer furnishing Minova, where applicable, with reasonably accurate and timely forecasts and prompt notices of any material changes to such forecasts. Buyer shall submit orders with a reasonable lead time sufficient to allow Minova to plan, produce, and deliver in accordance with Buyer's requirements. Minova 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 as otherwise agreed between the Parties. However, time of delivery or of performance shall not be of the essence nor may it be made of the essence by notice. If Buyer fails to take delivery of Products or permit performance of Services when due, Minova shall be deemed to have validly tendered delivery or performance, and Buyer shall be deemed to have refused to accept such delivery of Products or performance of Services. This shall be without prejudice to Minova's right invoice, recover costs, or seek other remedies in accordance with this Agreement. Each delivery shall be treated as a separate transaction, and the Buyer may not withhold or deduct payment for any delivery based on issues with other deliveries or the overall Agreement.
5. **Delivery.** Minova may make deliveries in instalments, and each instalment may be invoiced separately. Delivery shall be deemed completed when the Products are made available at the agreed delivery point in accordance with applicable Incoterms. Unless otherwise agreed in writing, delivery shall be Ex Works (EXW) (Incoterms 2020) Minova's facility.
6. **Performance Standards and Warranties.** Minova will perform all Services in compliance with applicable law, and with the level of care, skill, and diligence ordinarily exercised by a professional in the performance of such work. Minova warrants that it has title to the Products, and that upon delivery, the Products will conform to the 'Technical Properties' set forth in Minova's 'Technical Data Sheet' applicable at the time of manufacture. These warranties are Minova's sole and exclusive warranties concerning the Products and Services. MINOVA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, WHETHER ARISING BY LAW, COURSE OF DEALING, USAGE OF

TRADE, OR OTHERWISE REGARDING THE PRODUCTS, WHETHER USED ALONE OR IN COMBINATION WITH ANY OTHER GOODS OR MATERIALS.

7. Inspection and Warranty Claims. Buyer shall promptly inspect the Products upon delivery for any damage, defect or shortage, and shall evaluate the Services upon completion for any non-compliance. Buyer must notify Minova in writing of any such claims within 5 (five) business days following delivery or completion. Failure to bring an action in respect of any claim within twelve (12) months from the date of delivery of the Products or the Services shall constitute an absolute and unconditional waiver of such claim, regardless of whether the issue was discovered within that period or whether the Products were processed, further manufactured, used or resold. Subject to clause eleven (11), Buyer's sole remedy for breach of any warranty under clause six (6) shall be limited, at Minova's option, to one of the following remedies: if the breach relates to Products, the (i) replacement of the Products or the supply of equivalent products; (ii) repair of such Products; (iii) payment of the cost of replacing the Products or acquiring equivalent products; (iv) refund of the purchase price or the issuance of a credit note for the relevant Products; or (v) payment of the cost of repairing the Products. If the breach relates to Services, the (i) resupply of the Services; or (ii) payment of the cost of resupplying the Services. These remedies do not apply unless the Buyer has complied with the applicable handling, use and storage instructions provided by Minova.
8. Force Majeure. Any of the following are Force Majeure provided that they are external and beyond the reasonable control of the affected Party: acts of God; acts of civil or military authorities; war; riot; fire; explosion; flood; sabotage or acts of terrorism; shortage and other events of a similar nature like unavailability 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 (e.g. strikes). Force Majeure also includes events of a similar nature beyond the reasonable control of a Party, including but not limited to events affecting Minova's key suppliers or subcontractors. Minova shall not be in breach of the Agreement or liable for delay in performance or failure to perform, if such breach, delay, or failure is caused or contributed to by a Force Majeure event. During a Force Majeure event, Minova reserves the right, in its sole discretion, to allocate its available inventory and production and to substitute suitable materials if necessary. If a Force Majeure event prevents, hinders, or delays Minova's performance obligations as outlined above for a continuous period of one hundred and eighty (180) days or more, then either Party may terminate the Agreement impacted by the event of Force Majeure by giving two weeks' written notice to the other Party.
9. Termination. Either Party may terminate this Agreement by giving written notice to the other Party if the other Party commits any material breach of this Agreement and fails to remedy such breach within fourteen (14) days after receiving written notice specifying in reasonable detail the breach and requiring such breach to be remedied. Either Party may also terminate this Agreement immediately by written notice if: (a) an encumbrancer takes possession of, or a receiver is appointed over, any property or asset of the other Party relevant to its performance of this Agreement; (b) the other Party makes any arrangement with its creditors, becomes subject to an administration order or enters into insolvency proceedings; (c) the other Party goes into liquidation (whether voluntary or compulsory); (d) the other Party ceases, or threatens to cease, to carry on business; or (e) the other Party becomes a Restricted Party. Minova may also, without liability or penalty, terminate this Agreement in whole or in part or suspend performance: (i) if the costs incurred by Minova in performing its obligations herein exceed the amounts paid by Buyer to Minova for Products and/or Services supplied under this Agreement; (ii) if the Buyer breaches clauses 15, 16, 17 or 18 of this Agreement; or (iii) if Minova reasonably believes that performance of any obligation under this Agreement would cause it or any affiliate within the Minova group to violate any Applicable Trade Control Law (as defined in clause 17), including any such law or regulation coming into force after the Effective Date. Upon termination of this Agreement: (i) all outstanding amounts for delivered Products and performed Services shall become immediately due and payable by Buyer; (ii) Minova may cancel any undelivered purchase orders without liability; (iii) each Party shall return or destroy the other Party's Confidential Information, unless required to retain it by law; and (iv) any provisions by which their nature are reasonably intended to survive this Agreement, including without limitation, clauses 5, 6, and 12 to 20 (inclusive), shall survive the expiration or termination of this Agreement.
10. Title and Risk of Loss. Title to, and risk of loss of, the Products shall pass to Buyer upon delivery as per the agreed delivery term (i.e. Incoterm or UCC). Minova shall retain legal ownership of, a security interest in, and a right of possession to, the Products until full payment has been received. Any demurrage and detention charges shall be the responsibility of the Buyer. Subject to applicable laws, when shipping any Product in bulk form, the quantity of Product as weighed at the point of physical dispatch shall be deemed conclusive for invoicing purposes. In the event of default by Buyer, Minova shall have the right to reclaim the Products and resell them, offsetting the proceeds against the Buyer's outstanding debts after deducting reasonable expenses. Should repossession occur, Minova may withhold amounts already paid by the Buyer, to the extent necessary to cover depreciation, incurred costs, and any other legally owed amounts. Any remaining balance will be returned to the Buyer, while any shortfall shall remain payable by the Buyer. If local laws do not recognize retention of title, the Buyer shall take necessary actions to provide equivalent protection to Minova. The Buyer shall maintain the Products with appropriate care and, upon request, insure them and assign related insurance claims to Minova. The Buyer shall promptly notify Minova of any third-party claims.
11. Responsibility. Each Party acknowledges that each Party is entitled to rely upon the proper performance of the other's obligations, and that performance may, in some cases, may be conditional upon the fulfilment of the other Party's responsibilities. Buyer shall ensure that the Products are used safely, in compliance with all applicable laws, and in a manner appropriate for their intended use. Unless otherwise agreed in writing, it is the sole responsibility of the Buyer to determine the suitability of the Products for its specific application. Buyer acknowledges that it is familiar with, and accepts, the risks associated with the Products and Services, and understands that even with exercise of due care, injury or damage may still occur. Buyer further acknowledges that its selection of Products and Services, including those intended to mitigate risk, may result in adverse consequences. Buyer assumes all risks and liability arising from: (i) its handling, ownership, possession, storage, further processing, transportation, disposal, sale or other use of the Products, whether used alone or in combination with or incorporated into other goods or materials; (ii) any environmental impact or damage associated with the use of the Products and performance of the Services, except to the extent caused directly and demonstrably by Minova's breach of this Agreement or Minova's sole negligence (including, without

limitation, flying rock and ground vibration); and (iii) any breach of this Agreement or violation (or alleged violation) by Buyer of any applicable laws or regulations. Buyer warrants that all of its employees, contractors or other people to whom it grants access to the Products (the "Buyer Personnel") will be fully trained, competent and appropriately supervised in the proper storage, handling, use and application of the Products. Buyer represents and warrants that it is solely responsible for training and supervising Buyer Personnel and Buyer Personnel will not rely on Minova for safety training or operational direction, except to the limited extent that such training or direction is expressly included in the Services being sold by Minova in writing. Buyer further represents and warrants that all Buyer Personnel who handle or use the Products will do so safely in accordance with all applicable laws, regulations, warnings and instructions, and currently accepted industry practice. Buyer shall indemnify, defend and hold harmless Minova and its affiliates, and their respective officers, directors, employees, and agents, from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to any of the foregoing, except to the extent caused by Minova's proven gross negligence or wilful misconduct.

12. **Liability.** Each Party's liability to the other Party for any loss or damage arising out of or related to this Agreement, whether in contract, tort, equity, under any statute or otherwise (including negligence), shall be reduced proportionally to the extent that the loss or damage was caused or contributed to by the other Party or a third party. In no event shall liability exceed the limits set forth below. The Parties' liability is limited to actual damages and neither Party shall be liable for loss of profit, as well as any incidental, indirect, consequential, punitive or special damages of any kind. Even where losses are deemed direct, Minova shall not be liable for loss of production, lost profits, business, contracts, revenues or opportunities or any similar damages. Minova shall not, under any circumstances, be liable for delays resulting from incorrect and/or insufficient information provided by the Buyer. Minova's total liability under or in connection with this Agreement shall not exceed the paid purchase price of the specific Product or Service giving rise to the claim. Minova disclaims all other grounds for liability to the Buyer or to any third party, whether based on contract, tort, equity, or other legal theories including but not limited to negligence and strict liability, except where required by mandatory provisions of law. Each limitation or exclusion of liability, disclaimer of warranty or exclusion of damages is severable and independent of any other provision. Nothing in this Agreement shall exclude or limit a Party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) wilful misconduct; or (d) any other liability which a Party is legally prohibited from excluding or limiting under mandatory provisions of law, to the extent of such prohibition.
13. **Insurance.** Each Party will maintain, at its own expense, insurance coverage adequate to meet its obligations and potential liabilities under this Agreement. Upon reasonable request, a Party shall furnish the other with evidence of such insurance.
14. **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 Agreement, (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 Agreement 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 to the extent that it: (i) was at the time of the disclosure already in the public domain other than by breach of this Agreement; (ii) subsequently enters the public domain without any breach of this Agreement; (iii) is required by applicable law or order to be communicated to a person who is authorized by law to receive that information; or (iv) is required to be disclosed by the listing rules of a recognized stock exchange.
15. **Intellectual Property.** Buyer acknowledges and agrees that Minova is the sole and exclusive owner of all Intellectual Property in or related to the Products or Services (including any modifications or improvements developed during the course of Supply), together with all associated rights. Unless otherwise expressly agreed in writing, nothing in this Agreement grants to the Buyer any right, title or interest in or to such Intellectual Property. Buyer shall not assert (during the term of the Agreement 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 Agreement. For purposes of this clause, Intellectual Property means any intellectual or industrial property right anywhere in the world including, without limitation: trademarks, patents, patent applications, utility models, copyrights (including rights in manuals, databases, promotional and technical materials), design rights, and any other rights subsisting in technical or proprietary information of Minova, applying to each right whether registered or unregistered.
16. **Bribery.** Buyer warrants that it will comply with all anti-bribery and anti-corruption laws applicable to it and/or Minova. Buyer further warrants that neither it, any of its affiliates, or any sub-contractors or third parties utilised by it will authorise, offer, promise or provide (or cause to be offered, promised or provided) anything of value, directly or indirectly: (i) to any Government Official in order to influence or reward official action in connection with this Agreement; or (ii) to any person in order to induce or reward improper performance of a relevant function or activity related to this Agreement. Except for ownership interests in shares listed on a recognised stock exchange, Buyer represents and warrants that neither it nor any of its affiliates is controlled by a Government Official who is in a position to take or influence official action relating to Minova or this Agreement. Buyer further represents that none of its officers, directors or employees is such a Government Official. For purposes of this clause, Government Official means any person who is employed by or acting on behalf of a government, including government departments, agencies, political parties, party officials, candidates for public office, employees of state-owned companies and any person representing to be the intermediary of any of the foregoing.
17. **Trade Controls.** Buyer warrants that neither it nor any of its directors, officers or employees is a Restricted Party, and that it will not make any funds, goods, technology or services available to a Restricted Party for any reason in connection with this Agreement. Buyer agrees that it will not resell any Products: (i) to a Restricted Party; (ii) to an entity, person or government located in a Sanctioned Territory; or (iii) in a manner that results in the transport of Products to, through, or within a Sanctioned Territory, or the provision of Products to a Restricted Party, without full compliance with Applicable Trade Control Laws and first obtaining the written consent of Minova, which may be withheld at Minova's sole discretion. Upon request, Buyer must provide to Minova an end-use certificate, for Products, Services or technology provided under this Agreement. "Applicable Trade Controls Laws" means any sanctions, export control, or other regulations, directives or laws that restrict the trade of goods, technology, or services which are imposed by the respective jurisdiction of Minova's and Buyer's domicile, Australia, the United

States, the United Kingdom, Canada, the EU, EU Member States, Switzerland, the United Nations or United Nations Security Council and also includes U.S. anti-boycott laws and regulations. "Sanctioned Territory" means any country or territory subject to comprehensive sanctions under Applicable Trade Control Laws. As at the date of this Agreement, Sanctioned Territories include Russia, Belarus, Cuba, Iran, Myanmar, North Korea, Sudan, Syria, Crimea, and any territory within the Donetsk and Luhansk oblasts or other regions of Ukraine not controlled by the Ukrainian government. "Restricted Party" means any person, entity, vessel, or aircraft that is designated under Applicable Trade Controls Laws for export controls or sanctions restrictions, including but not limited to those designated under the U.S. List of Specially Designated Nationals and Blocked Persons, and those wholly or partly located, owned or controlled by the government of, or organised under the laws of, a Sanctioned Territory. The Buyer shall indemnify Minova, its affiliates, and their representatives and related entities from and against all and any liabilities, losses, damages, costs and expenses (including attorney's fees) suffered or incurred in any jurisdiction by Minova or its affiliates or any of its representatives arising out of or in connection with any breach by Buyer of this Trade Controls clause or any violation of Applicable Trade Control Laws in relation to the Products or Services supplied under this Agreement.

18. **Labour Practices and Compliance Systems.** The Buyer warrants it: (i) has conducted reasonable due diligence investigations into its labour practices to ensure that its business complies with the Forced Labour and Slavery Conventions (being those conventions which are identified from time to time by the governing body of the International Labour Office as fundamental to the rights of human beings at work); (ii) has implemented all necessary processes, procedures, investigations and compliance systems to ensure the warranties made in this clause and clauses 16 and 17 remain true and accurate at all times; and (iii) will continue to take all necessary actions, including investigations and monitoring, to validate and ensure compliance the warranties made in this clause and in clauses 16 and 17.
19. **Privacy.** Buyer shall comply with all applicable privacy and data protection laws applicable to this Agreement. If Minova provides any personal data to the Buyer in connection with this Agreement, Buyer must keep such data confidential, use it solely for the purposes of this Agreement, and comply with all directions issued by Minova regarding the handling, storage, and access to such data. Buyer must not provide any personal data to Minova in connection with this Agreement unless it has obtained the necessary consents from the relevant data subjects and has notified them of Minova's privacy statement, available at: <https://www.minovaglobal.com/resources/privacy-policy/>.
20. **Records and Audit.** Buyer shall maintain accurate and reasonably detailed records relating to its performance under this Agreement. Upon request, Buyer shall permit Minova (or its authorized representative) to audit, examine and inspect any books, financial records, property or location under the control of the Buyer as necessary for the verification of compliance with clauses 16 to 19 (inclusive), except where such access is restricted under applicable competition or anti-trust laws.
21. **Assignment and Transfer.** Neither Party may assign or transfer its rights, powers, duties or obligations under this Agreement without the prior written consent of the other Party, and any attempted assignment or delegation without such consent shall be void. Notwithstanding the foregoing, Minova may assign its rights, powers, duties or obligations under this Agreement to: (i) its parent company or to any present or future subsidiary (direct or indirect) of Minova or such parent company; (ii) a third party in connection with a sale of all or a substantial portion of Minova's shares, stock or assets; or (iii) its lenders as collateral or in connection with any financial arrangement. For the purposes of this clause, the following shall be deemed an assignment of this Agreement by Buyer requiring Minova's prior written consent: (i) a sale of all or substantially all of the Buyer's shares or stock; (ii) a sale of all or substantially all of Buyer's assets, including but not limited to, assets that are acquired by or merged with another person or entity; or (iii) a change of control resulting in a new ability to direct Buyer's affairs.
22. **Notices.** 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 electronic mail to the Parties as applicable either at the addresses listed in the Agreement, or at such other address as may be designated by notice given in accordance with this provision.
23. **Miscellaneous.** This Agreement constitutes the entire understanding of the Parties, represents a complete allocation of risks between them and is the sole and exclusive statement of the terms and conditions of their agreement. There are no third-party beneficiaries to this Agreement, and any law which would otherwise create such a position is expressly excluded to the full extent permissible. In this Agreement, a reference to a statute or law includes that statute or law as amended, re-enacted, consolidated, or replaced from time to time. However, no such amendment or re-enactment shall apply for the purposes of this Agreement if it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, Minova. Headings in this Agreement are for convenience only and shall not affect interpretation. No waiver by a Party of any breach in performance of the Agreement shall be deemed a waiver of a any subsequent breach or default. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, illegal, or contrary to law or public policy, the remaining provisions of the Agreement shall remain in full force and effect. Except as otherwise required by law, this Agreement shall not be construed against a Party solely on the basis that it was responsible for drafting it. This Agreement is governed by the substantive laws at Minova's legal venue without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Any dispute arising from or in connection with the contractual relationship shall be referred to and settled by the courts having jurisdiction over the legal venue of Minova. Minova shall also be entitled to take legal action at the Buyer's legal venue or any other legally permissible place of jurisdiction. If these Terms and Conditions of Sale exist in two or more language versions, then in case of any language discrepancies the (insert applicable local language) version shall prevail.