

**NORMET GENERAL TERMS AND CONDITIONS OF SALE****1. SCOPE OF APPLICATION**

- 1.1. These Normet General Terms and Conditions of Sale (the "General Conditions" or the "Contract") shall form an integral part of the Contract and shall apply to all sales and deliveries of Products and Services made by Normet, unless otherwise specifically agreed by the Parties in writing. The Contract comprises the entire agreement between the parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These General Conditions prevail over any of the Customer's general terms and conditions of purchase regardless of whether or when the Customer has submitted its purchase order or such terms. Fulfillment of the Customer's order does not constitute acceptance of any of the Customer's terms and conditions and does not serve to modify or amend these terms.
- 1.2. You should read these General Conditions carefully. If you do not accept these General Conditions, you must immediately cease using Normet's Products and Services.
- 1.3. Certain modules, features and add-ons of the Products include software products, which may be subject to separate end-user license terms and conditions of Normet or third parties. You agree that the use of such modules, features or add-ons is conditional on your acceptance of such end-user license terms and conditions.

**2. DEFINITIONS AND INTERPRETATION**

In these General Conditions the following capitalized terms shall have the following meanings unless otherwise stated or the context otherwise requires:

"Chemical Products" means admixtures, fibers, injection resins, grouts, waterproofing, concrete repair materials, tunnel boring machine chemicals and all other construction chemical products supplied by Normet to the Customer.

"Contract" means the (i) the written agreement entered into by and between Normet and the Customer relating to the supply of the Products or Services; or in the absence of such a written agreement, (ii) the Offer and terms and conditions included or referenced in the Offer or in the written order confirmation issued by Normet to the Customer.

"Contract Date" means the date of a written agreement, or in the absence of such written agreement, the date when Normet confirms the order to the Customer.

"Customer" or "you" or "your" means the buyer of the Products or Services from Normet.

"Equipment" means the mining, tunneling, construction and other equipment offered or supplied by Normet to the Customer, including any used or remanufactured equipment.

"Equipment Data" has the meaning set out in Section 16.1.

"Force Majeure Event" has the meaning set out in Section 18.

"General Conditions" means these Normet General Terms and Conditions of Sale.

"Intellectual Property Rights" means all intellectual and industrial property rights including copyrights, database rights, patents, utility models, know-how, trademarks, industrial designs and applications for and rights to apply for any of the foregoing.

"Normet" or "we" or "our" means Normet Corporation (in Finnish *Normet Oy*) or any of its affiliated company which is

the seller or supplier of the Products and/or Services to the Customer.

"Offer" means Normet's quotation or offer to the Customer for the supply of any Products or Services.

"Party" means either Normet or the Customer as the context may require, and "Parties" means both Normet and the Customer.

"Product(s)" means the Chemical Products, the Equipment, the Spare Parts and the Rock Reinforcement Products or any other products provided hereunder.

"Purchase Price" has the meaning set out in Section 8.1.

"Rock Reinforcement Products" means the rock bolts, packers, all steel reinforcing elements, accessories thereto and other rock reinforcement products and materials (other than the Chemical Products) offered or supplied by Normet to the Customer.

"Services" means on-site or off-site maintenance, repair and other work, rebuild services, remanufacturing services, upgrades and modifications of any equipment, auditing, training, commissioning, testing, application of any Products or other materials, or other assistance provided by Normet to the Customer.

"Spare Parts" means spare parts and components for the Equipment.

"Statutory Warranties" has the meaning set out in Section 14.2.

"Taxes" has the meaning set out in Section 8.2.

"Technical Information" means all drawings, technical documents and other technical information relating to the Products and/or Services.

"Third-Party Product" has the meaning set out in Section 14.3.

- 2.1. Headings of the Contract and the General Conditions are for convenience only and do not affect its interpretation. The following rules of interpretation apply unless the context requires otherwise: the singular includes the plural and conversely; a gender includes all genders; the meaning of general words is not limited by specific examples introduced by "includes", "including" or "for example" or similar expressions; no rule of contract interpretation applies to the disadvantage of one Party on the basis that it put forward the contract or any part of it; a reference to "business day" means a day other than Saturday or Sunday or a public holiday in the country where the Product or Service is delivered.

**3. TERMS OF SUPPLY**

- 3.1. Any Offer shall be binding upon Normet only if, and to the extent that, Normet receives a purchase order from the Customer based on the Offer and Normet unconditionally confirms such a purchase order in a written order confirmation delivered to the Customer or in a Contract entered into by the Parties. Normet may accept or reject any purchase order by the Customer in its sole discretion at any time.
- 3.2. Normet shall have the right to suspend or terminate the supply of any Products or Services, without notice, if any amount payable by the Customer remains unpaid after its due date, or if the Customer has failed to perform any other payment obligation under the Contract, including the opening of a letter of credit or other payment instrument in accordance with the Contract.
- 3.3. All information and data set forth in any general product documentation or in the product brochures, marketing materials or price lists are binding only to the extent that they are by reference expressly included in the Contract.

- 3.4. Normet may make any change to the specification, design, materials or finishes of the Products and/or Services, which:
- (i) are required to conform with any applicable safety, statutory or regulatory requirement, or
  - (ii) do not materially affect their quality or performance.

#### **4. TECHNICAL INFORMATION**

- 4.1. All Technical Information shall remain the property of Normet or its suppliers, as applicable. The Customer may not use, copy, reproduce, transmit or disclose the Technical Information, without the consent of Normet, for any other purpose than the operation and maintenance of the Product or using the results of the Services for the purpose they were provided.

#### **5. DELIVERY TESTS**

- 5.1. Any delivery or acceptance tests, if provided for in the Contract, shall be carried out at Normet's factory during normal working hours, unless otherwise agreed. If the Contract does not specify the technical requirements, the relevant tests shall be carried out in accordance with the normal practices of Normet.
- 5.2. The Customer shall bear all travelling and accommodation expenses for its representatives in connection with any such tests.

#### **6. DELIVERY AND RISK**

- 6.1. The delivery term shall be determined and interpreted in accordance with the latest published Incoterms® in force on the Contract Date. If no delivery term is specifically agreed, the delivery term for the Products shall be FCA (Incoterms® 2020) Normet's relevant factory or other location set forth in Normet's order confirmation.
- 6.2. The risk in the Products or the Services, including risk of loss or damage, shall pass to the Customer in accordance with the agreed Incoterms® delivery term. Notwithstanding the delivery term or passing of the risk, the Products shall always be at the Customer's risk when the Products are at the Customer's site or premises.
- 6.3. Normet may deliver the Products or Services in one or more lots and at different times or by separate shipments or deliveries.
- 6.4. If the Customer fails to take delivery, or provide any necessary documents, the relevant Products or Services will be deemed to have been delivered to and payable by the Customer. In such case Normet may, at its option and without prejudice to its other rights, store or arrange storage of the Products or at the Customer's risk and cost until actual delivery or sale takes place.

#### **7. TIME FOR DELIVERY, DELAY**

- 7.1. The delivery times set forth in the Contract are estimates, unless otherwise confirmed by Normet in writing. If the Parties have agreed on a period during which the Products or the Services shall be delivered, such period shall commence on the Contract Date.
- 7.2. Normet will use reasonable endeavors to notify the Customer of a delay in the delivery. Such notice shall set out the reason for the delay and, if possible, the time when the delivery can be expected.
- 7.3. If the delivery of the Product is delayed from the delivery date confirmed by Normet, the Customer is only entitled to liquidated damages for delay where a specific term concerning liquidated damages is included in the Contract. The Customer shall not be entitled to any liquidated damages unless it claims such liquidated damages in writing within thirty (30) days from the date on which the delivery should have taken place. To the maximum extent

permitted by law, the maximum amount of the liquidated damages shall in no event exceed five (5) per cent of the Purchase Price of the delayed Products, and the liquidated damages for delay shall be the exclusive remedy available to the Customer for a delay. To the maximum extent permitted by law, Normet shall not be liable for any other damages, losses, costs, expenses, or compensation of any kind for any delay in the delivery.

- 7.4. If Normet's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or its agents, subcontractors, consultants, or employees, Normet shall not be deemed in breach of its obligations under the Contract or otherwise liable for any costs, charges, or losses sustained or incurred by the Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

#### **8. PURCHASE PRICE, PAYMENT**

- 8.1. The Customer shall purchase the Products and/or Services from Normet at the price set forth in the Contract (the "Purchase Price"). If no purchase price has been agreed to for any Products and/or Services, the price for such Products and/or Services shall be the price set forth in Normet's published price list or the price generally applied for the same Products and/or Services in the country of delivery.
- 8.2. The Purchase Price is exclusive of any costs of packaging and carriage other than as provided for in the Contract. Unless otherwise stated, the Purchase Price set forth in the Contract is exclusive of all sales, use, value added, and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amount payable by the Customer ("Taxes"). The Customer shall be responsible for all such costs of packaging and carriage, and for Taxes, *provided, that*, the Customer shall not be responsible for any taxes imposed on, or with respect to Normet's income, revenues, gross receipts, personal or real property, or other assets. Any Taxes shall be added to the Purchase Price and payable by the Customer. If Normet is required to pay any Taxes or related penalties due to any action or omission of the Customer (e.g. the Customer not providing correct tax identification number or sufficient evidence of the Products being exported), then the Customer shall on demand indemnify and hold Normet harmless for any such Taxes and penalties.
- 8.3. The Customer shall pay the Purchase Price to Normet in euros unless otherwise agreed in the Contract. In case the Purchase Price is agreed in any other currency ("local currency") than euros, Normet reserves the right to adjust the Purchase Price in case the currency exchange rate between the local currency and euro changes more than two (2) percent. Normet shall give notice of such adjustment to the Customer in writing. The applicable exchange rates shall be determined in accordance with the exchange rates published on the website of the European Central Bank.
- 8.4. Unless otherwise agreed, the Purchase Price of the Products must be fully paid before the shipment thereof. Unless otherwise agreed, the Services shall be invoiced at the time of delivery of the Services and paid within thirty (30) days of the invoice.
- 8.5. Timely payment of the Purchase Price shall be of the essence. No payment shall be deemed to have been made until Normet has received cleared funds.
- 8.6. The Customer shall make payments under the Contract in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.

- 8.7. If Normet and the Customer agree on any trade guarantee to be issued by or on behalf of Normet, such a trade guarantee shall be issued in the form generally used by Normet or its issuing bank and any demand guarantee shall be subject to ICC Uniform Rules for Demand Guarantees (URDG 758).
- 8.8. Any amounts due but unpaid under the Contract shall accrue overdue interest at an interest rate which corresponds to the reference rate set by the European Central Bank plus eight (8) percentage points per annum, calculated daily and compounded monthly. The Customer shall indemnify and hold harmless Normet for any costs and expenses incurred in connection with the Customer's failure to pay any amounts when due, including reasonable attorney's fees, and collection charges and fees.
- 8.9. In addition to all other remedies available under the General Conditions or at law (which Normet does not waive by the exercise of any rights hereunder), Normet shall be entitled to suspend the delivery of any Products or performance of any Services, if the Customer fails to pay any amounts when due hereunder and such failure continues for 5 days following a notice thereof.

## 9. RETENTION OF TITLE

- 9.1. The title to the Products sold and delivered by Normet to the Customer shall not pass to the Customer until the Purchase Price and all other amounts due and payable by the Customer under the Contract are paid to Normet in full.
- 9.2. Until title to the Products sold and delivered by Normet to the Customer has passed in accordance with Section 9.1 the Customer shall (i) keep those Products separated from any other goods of the Customer so that they remain readily identifiable as Normet's property, and (ii) not remove or obscure any identifying mark or packaging of the Products.
- 9.3. In addition to any other rights Normet has under the Contract or applicable laws, the Customer authorizes Normet to enter any of the premises owned or leased by the Customer at any time to recover the possession of those Products for which the Purchase Price has not been paid by the due date.

## 10. WARRANTY FOR EQUIPMENT AND SPARE PARTS

- 10.1. Subject to Section 10.2, Section 10.3 and Section 14 (Warranty Limitations) below, Normet warrants that the new or remanufactured Equipment and Spare Parts conform, under proper use, to their specifications at the time of delivery and are free from defects in materials or workmanship. Any Equipment having a battery-electric drive shall additionally be subject to the separate warranty terms and conditions relating to its battery (Normet Smartdrive – Battery Limited Warranty).
- 10.2. Normet's warranty for Equipment is limited to defects which appear: (i) in new Equipment within a period of twelve (12) months from delivery to the first user or the first two thousand (2000) operating hours or sixteen (16) months from the date of dispatch from Normet to the first user, whichever is reached first, or (ii) in remanufactured Equipment within a period of six (6) months from delivery to the first user or one thousand (1000) operating hours or sixteen (16) months from the date of dispatch from Normet to the first user, whichever is reached first. For the purposes of the Contract, remanufactured Equipment means previously used Equipment, which Normet sells with the express statement that it is remanufactured Equipment. Any other previously used Equipment for which the warranty has expired are sold "as is" and without any warranty. The warranty period for Spare Parts is three (3)

months or five hundred (500) operating hours from the date of fitment or six (6) months from delivery to the Customer, whichever is earlier. In no event does Normet give any warranty to parts or components supplied by any third party.

- 10.3. If the Customer wishes to submit a claim based on the warranty, the Customer shall without delay, and in no event later than thirty (30) days from the appearance of the defect, submit to Normet a warranty claim using Normet warranty claim form. The warranty claim must include all information requested on the warranty form and be accompanied by clear digital photographs of the defect and the documented service history of the Equipment. The Customer shall deliver all additional information that Normet may reasonably request in connection with the warranty claim, including giving Normet access to inspect the Equipment and its operating data. The warranty claim must include a proof of purchase, for example (i) a copy of the Contract or the purchase order or the purchase order number; (ii) a copy of the invoice or the invoice number; or (iii) a job charge out report. If the defect is likely to cause additional damage or risk to safety, the warranty claim must be submitted immediately, and the Customer must cease using the Equipment or the Spare Part to prevent further damage and risks to safety. If the Customer fails to submit a warranty claim for a defect within the time limit set out in this Section, the warranty claim may be rejected by Normet in which case the Customer will not be entitled to the remedy for such defect. The Customer shall not dismantle any parts or components without separate permission from Normet. Dismantling any parts or components without Normet's permission voids the warranty for such parts or components.
- 10.4. Normet will start its warranty process only after the Customer has made a valid warranty claim in accordance with Normet's standard warranty form and any accompanying instructions. If Normet accepts the warranty claim, Normet agrees to remedy defects falling under Normet's warranty by performing the necessary warranty repairs, parts delivery and/or parts replacement, as applicable. The warranty repairs, parts delivery and/or parts replacement will be performed using new, reconditioned, or remanufactured parts at the sole discretion of Normet. The warranty repairs, parts delivery and/or parts replacement shall be made by Normet at no cost to the Customer, subject to the disclaimers, limitations and exclusions set forth in the General Conditions. The Customer must allow Normet a reasonable time for the completion of the repairs, parts delivery and/or replacement under the warranty. All parts and components which are replaced are the property of Normet. Unless otherwise instructed by Normet, the Customer shall retain the parts and components for a period of not less than ninety (90) days from the warranty claim and place the replaced parts and components at Normet's disposal. The performance of necessary warranty repairs and parts delivery and/or replacement by Normet as set forth above is the exclusive remedy available to the Customer under this warranty and, to the fullest extent permissible by law, under any applicable implied warranties.
- 10.5. The defective part or, if needed, the whole Equipment shall without delay be returned to Normet or to an authorized dealer or service location appointed by Normet for repair or replacement. The practicalities of such return shall be agreed by the Parties prior to the shipment. Unless otherwise agreed, the delivery of the defective part or Equipment shall be at the Customer's sole risk and cost, and the delivery of the repaired or replaced part or Equipment back to the Customer shall be at Normet's sole risk and cost. If no special knowledge for the replacement

of the defected part is required, Normet's warranty obligations have been fulfilled upon the delivery of a duly repaired or replaced part to the Customer. If special knowledge for the repairs or replacement of the defective part is reasonably required, Normet shall do such repairs or replacement at its own cost, subject to the Customer arranging safe and unrestricted access to the Equipment.

- 10.6. Normet shall not be liable for a breach of the warranties set out in this Section 10, if the Customer makes any further use of the Equipment and the Spare Parts after submitting its claim, if the defect arises because the Customer failed to follow Normet's instructions as to the storage, installation, commissioning, use or maintenance of the Equipment or the Spare Parts, or if the Customer alters or repairs the Equipment or the Spare Parts without the prior written consent of Normet.
- 10.7. Any warranty repairs or delivery of replacement parts to the Customer prior to Normet's approval of the warranty claim, shall be at the Customer's risk. If the warranty claim is not substantiated, Normet shall be entitled to compensation for the work and costs incurred by it as a result of the warranty claim.
- 10.8. Normet's warranty does not cover consumables or parts having a life expectancy shorter than the warranty period including but not limited to seals, filters, hoses, drive belts, tires, nozzles, spray nozzles, pipes for concrete line, fittings, screws, bolts, washers, slide pieces, chucks, diaphragms, fuses, rubber skirting, fuel, coolant, oils and lubricants.

#### **11. WARRANTY FOR THE CHEMICAL PRODUCTS**

- 11.1. Subject to Sections 11.2 to 11.5 and Section 14 (Warranty Limitations) below, Normet warrants that the Chemical Products manufactured by Normet substantially meet the specifications expressly provided or agreed by Normet in writing and are free from defects in materials or workmanship.
- 11.2. The general features and quality of the Chemical Product are described in the documentation applicable to each Chemical Product (e.g. technical data sheet, material safety data sheet or corresponding documentation provided or referred to by Normet). The Customer shall be solely liable for (i) the selection of the suitable Chemical Products for its purposes; (ii) handling, storage, and use of the Chemical Products; and (iii) the compliance with the laws, decrees, regulations, instructions for use and/or other documentation concerning the handling, storage and use of the Chemical Products.
- 11.3. For any Chemical Products not manufactured by Normet, Normet shall assign to the Customer, to the extent possible, the benefit of any condition, warranty or guarantee, set out in the contract between Normet and its supplier. Upon the Customer's request, Normet shall provide the Customer information of such warranties, if not included in the applicable documentation.
- 11.4. Normet's warranty for the Chemical Products manufactured by Normet is limited to defects which appear during the shelf life of the Chemical Products stated in the technical description of the Chemical Products or, if the shelf life is not stated, which appear within three (3) months from delivery by Normet.
- 11.5. The Customer acknowledges that the use, purpose and applicability of the Chemical Products are dependent on the ambient environment, surface material, application method and condition, maintenance, structural features and other circumstances of the particular use of the Chemical Products. The Customer should conduct proper testing of the Chemical Product in the specific application and environment before actual use or application. No warranty

is given or implied by Normet in connection with any recommendations, suggestions or advice relating to any typical applications of the Chemical Products, whether included in the technical data sheet or other documentation or otherwise made by Normet or its representatives.

- 11.6. If the Customer wishes to submit a claim based on the warranty, the Customer shall without delay, and in no event later than thirty (30) days from the appearance of the defect, submit to Normet a warranty claim using Normet warranty form. The warranty claim must include all information requested on the warranty form and be accompanied by clear digital photographs of the defect. The Customer shall deliver all additional information that Normet may reasonably request in connection with the warranty claim. In addition, the warranty claim must include a proof of purchase of the Chemical Product from Normet.
- 11.7. If Normet accepts the warranty claim, Normet shall, at its own discretion, either deliver replacement Chemical Products, or refund the Purchase Price of, any Chemical Product found to be defective, but is not obligated to compensate the Customer for any removal or re-application of the Chemical Products or any costs or expenses incurred by the Customer. The Customer must allow Normet a reasonable time for delivery of the replacement Chemical Products under the warranty.
- 11.8. Normet shall not be liable for a breach of the warranties set out in this Section 11 if the Customer makes any further use of the Chemical Products after submitting its claim, if the defect arises because the Customer failed to follow Normet's oral or written instructions as to the storage, use or maintenance of the Chemical Products, or if the Customer alters or repairs such Chemical Products without the prior written consent of Normet.

#### **12. WARRANTY FOR ROCK REINFORCEMENT PRODUCTS**

- 12.1. Subject to Sections 12.2 to 12.4 and Section 14 (Warranty Limitations) below, Normet warrants that the Rock Reinforcement Products meet in all material respects the specifications expressly provided or agreed by Normet in writing and are free from defects in materials or workmanship at the time of delivery.
- 12.2. The Customer shall be solely liable for the selection of the suitable Rock Reinforcement Products for the Customer's purposes. Without limiting the generality of the above, Normet shall not, under any circumstances, be liable for any failure of the Rock Reinforcement Products in achieving any performance, durability, strength or other effect in any application, rock or ground environment. The Customer expressly acknowledges and accepts that underground construction involves inherent risks and hazards, including risks of collapse and ground movement, and that Normet shall not under any circumstances be liable for any such risks, hazards, collapse, or ground movement even if it is resulting from any defect or other failure in the Rock Reinforcement Products.
- 12.3. Normet's warranty for the Rock Reinforcement Products is limited to defects in material or workmanship, which appear within three (3) months from delivery by Normet.
- 12.4. No warranty is given or implied by Normet in connection with any recommendations, suggestions or advice relating to any specific or typical applications of the Rock Reinforcement Products included in any technical data sheet or other documentation or otherwise made by Normet or its representatives. The Customer shall be solely liable for (i) the selection of the suitable Rock Reinforcement Products for its purposes; and (ii) handling, storage, and use of the Rock Reinforcement Products.

- 12.5. If the Customer wishes to submit a claim based on the warranty, the Customer shall without delay, and in no event later than thirty (30) days from the appearance of the defect, submit to Normet a warranty claim using Normet warranty form. The warranty claim must include all information requested on the warranty form and be accompanied by clear digital photographs of the defect. The Customer shall deliver all additional information that Normet may reasonably request in connection with the warranty claim. In addition, the warranty claim must include proof of purchase of the Rock Reinforcement Products from Normet.
- 12.6. If Normet accepts the warranty claim, Normet shall, at its own discretion, either deliver replacement Rock Reinforcement Products, or refund the purchase price of, any Rock Reinforcement Product found to be defective, but is not obligated to compensate the Customer for any removal or reinstallation of the Rock Reinforcement Products or any costs incurred by the Customer. The Customer must allow Normet a reasonable time for delivery of the replacement Rock Reinforcement Products under the warranty.
- 12.7. Normet shall not be liable for a breach of the warranties set out in this Section 12 if the Customer makes any further use of the Rock Reinforcement Products after submitting its claim, if the defect arises because the Customer failed to follow Normet's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Rock Reinforcement Products, or if the Customer alters or repairs such Rock Reinforcement Products without the prior written consent of Normet.

### 13. WARRANTY FOR SERVICES

- 13.1. Subject to Section 13.2, Section 13.3 and Section 14 (Warranty Limitations) below, Normet warrants that the Services will be performed in all material aspects in accordance with the scope of work agreed by Normet or, if no specific scope of work has been agreed, in accordance with such a scope as Normet generally applies for such Services to its customers; the Services will be performed by its personnel of required skill, experience and qualifications to provide such Services; and the Services will be performed by such personnel in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.
- 13.2. Normet's warranty for the Services is limited to omissions or defects in material or workmanship, which appear within six (6) months from the performance or delivery of the Services by Normet.
- 13.3. If the Customer wishes to submit a claim based on the warranty, the Customer shall without delay, and in no event later than thirty (30) days from the appearance of the defect, submit to Normet a warranty claim using Normet warranty form. The warranty claim must include all information requested on the warranty form and be accompanied by clear digital photographs of any visible defect. The Customer shall deliver all additional information that Normet may reasonably request in connection with the warranty claim. In addition, the warranty claim must include a proof of purchase of the Services from Normet
- 13.4. If Normet accepts the warranty claim, Normet shall, at its own discretion, either re-perform the Services, or refund the Purchase Price of any Services found to be defective. The Customer must allow Normet a reasonable time to re-perform the Services. The Customer may not procure the re-performance or correction of the results of the Services from any third party or assign any warranty related work to any third-party supplier without Normet's prior written consent.

### 14. WARRANTY LIMITATIONS

- 14.1. To the maximum extent permitted by law Normet's liability under the applicable warranty does not cover defects, damages, losses or claims attributable to: (i) incorrect maintenance or operation by the Customer, (ii) alterations carried out without Normet's written consent, (iii) incorrect repairs by the Customer including the use of improper spare parts or materials; (iv) unsuitable conditions of storage, (v) normal wear and tear or deterioration; (vi) materials provided by the Customer; (vii) design determined or specified by the Customer; (viii) acts or omissions of the Customer or any third party; (ix) external factors, including but not limited to operating conditions, such as deep and/or aggressive water, poor roadways, dust, poor air ventilation, in which materials or components which are designed and manufactured according to industrial standards, fail prematurely; or (x) missing, faulty or incorrect application data or other information provided to Normet by or on behalf of the Customer.
- 14.2. THE EXPRESS WARRANTIES GRANTED UNDER SECTION 10. (WARRANTY FOR EQUIPMENT AND SPARE PARTS), SECTION 11. (WARRANTY FOR CHEMICAL PRODUCTS), SECTION 12. (WARRANTY FOR ROCK REINFORCEMENT PRODUCTS) AND SECTION 13. (WARRANTY FOR SERVICES) ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS AND THE SOLE AND EXCLUSIVE REMEDY GIVEN BY NORMET TO THE CUSTOMER IN RESPECT OF DEFECTS IN THE EQUIPMENT, SPARE PARTS, CHEMICAL PRODUCTS, ROCK REINFORCEMENT PRODUCTS OR SERVICES RESPECTIVELY. ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY (THE "STATUTORY WARRANTIES") ARE HEREBY WAIVED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. To the extent that such Statutory Warranties cannot be excluded and disclaimed under applicable law, such warranties are, to the fullest extent permissible by law, limited in duration to the applicable warranty period stated above for such Products or Services. Where Normet is liable under any Statutory Warranties, Normet's liability for any breach of such Statutory Warranties shall be limited, at Normet's option, to: (i) if the breach relates to Products, the replacement of the Products or the supply of equivalent Products, the repair of such Products, the cost of replacing the Products or of acquiring equivalent Products or the cost of having the Products repaired; and (ii) if the breach relates to Services, the supplying of the Services again or the cost of having the Services supplied again.
- 14.3. Products manufactured by a third party ("Third-Party Product") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Products. Third-Party Products are not covered by the warranties under Section 10, Section 11, and Section 12. To the extent feasible, Normet assigns the Customer the warranty granted by the supplier of the Third-Party Products. For the avoidance of doubt, NORMET MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL

PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

- 14.4. The Customer acknowledges and agrees that reliance by Normet on the warranty limitations set out in these General Conditions is fair and reasonable in all circumstances.

#### 15. LIMITATION OF LIABILITY & INDEMNITY

- 15.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER HEREBY AGREES THAT NORMET SHALL HAVE NO LIABILITY WHATSOEVER FOR, AND THE CUSTOMER HEREBY RELEASES NORMET FROM ANY CLAIM, ACTION OR DEMAND WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE FOR ANY LOSS OF USE, LOSS OF PRODUCTION, LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF PROPERTY, DOWNTIME, OR PLANT, MINE OR TUNNEL SHUT-DOWNS OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOSSES ARISING OUT OF OR IN RELATION TO THE PRODUCTS OR THE SERVICES OR FOR ANY BREACH OF WARRANTY OR CONDITION TORT (INCLUDING ANY NEGLIGENCE OR ANY PRODUCT LIABILITY CLAIM), OR MISREPRESENTATION (WHETHER NEGLIGENT OR OTHERWISE), OR OTHERWISE EVEN IF SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE OR NORMET IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 15.2. IN NO EVENT SHALL NORMET'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED TWENTY (20) PERCENT OF THE PURCHASE PRICE (EXCLUDING ANY TAXES, CUSTOMS DUTIES, AND FREIGHT) PAID FOR THE PRODUCTS OR THE SERVICES TO WHICH THE DAMAGE OR LOSS RELATE IN THE TRAILING TWELVE (12) MONTHS FROM THE DATE ON WHICH A CLAIM AROSE.
- 15.3. Nothing in these General Conditions restricts or excludes the Parties' liability for death or personal injury caused by gross negligence or willful misconduct or any other liability to the extent it cannot be excluded or limited by applicable law.
- 15.4. If a third-party claim is presented to either of the Parties, such Party shall without delay inform the other Party thereof in writing.
- 15.5. **Indemnification.** The Customer shall indemnify, defend, and hold harmless Normet and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, the "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Contract and the cost of pursuing any insurance providers, incurred by Normet or the applicable Indemnified Party (collectively, "Losses"), relating to any claim of a third party arising out of or occurring in connection with the Products or Services purchased by the Customer hereunder or from the Customer's negligence, willful misconduct, or breach of this Contract. The Customer shall not enter into any settlement without Normet's or the applicable Indemnified Party's prior written consent.

#### 16. ACCESS TO DATA – CUSTOMER'S OBLIGATIONS

- 16.1. Products may include sensors, scanners and/or other data collecting devices, which generate, collect, transmit, save, and/or analyze data relating to the Products, their operation, condition, usage, location, or their operating environment (the "Equipment Data").
- 16.2. The Customer agrees that Normet, its affiliated company, and/or its service provider may access, store, use and copy the Equipment Data. The Product may be connected to Normet's or its service provider's data analytics or information technology systems through which the Equipment Data may be automatically submitted to or remotely accessed by Normet, its affiliated companies and/or its service providers. In addition, Normet, its affiliated company, and/or its service provider may manually download the Equipment Data in connection with any warranty, maintenance or other services provided to the Customer.
- 16.3. Normet and its affiliated companies shall apply, and Normet shall require that its service providers, who have access to the Equipment Data, apply substantially the same security and confidentiality measures to the Equipment Data as it applies to its own commercially sensitive data.
- 16.4. The Customer shall retain all rights, title and interest in the Equipment Data for use in its own internal business purposes. The Customer's access to any Equipment Data, which is collected, saved or processed by Normet, its affiliated companies and/or service providers or to any analysis or services relating thereto, shall be subject to a separate agreement by and between the Customer and Normet. The Customer shall give notice to Normet, in the event it sells, transfers or otherwise disposes of the Product to a third party.
- 16.5. The Customer grants to Normet, its affiliated companies and/or service providers (including any of its transferees and successors) a non-exclusive, worldwide, royalty-free and sub-licensable right and license to access, store, use and copy the Equipment Data, combine it with other data and use the Equipment Data and any analysis thereof for or in connection with the following purposes: (i) providing warranty, maintenance or other services to the Customer, (ii) monitoring the Product, its usage and performance, (iii) investigating and repairing a technical or similar failure in the Product and (v) in research, development or managing products or services in general, including offering development.
- 16.6. The Customer agrees that Normet, its affiliated companies and/or service providers (including any of its transferees and successors) may use the Equipment Data to create, generate, derive, process and/or otherwise produce aggregated and/or anonymous data and that Normet, its affiliated company or services provider retains all title, rights, and interest in such aggregated and/or anonymous data.

#### 17. CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY RIGHTS

- 17.1. All non-public, confidential or proprietary information of Normet, including but not limited to, specifications, samples, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Normet to the Customer, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, whether or not marked, designated, or otherwise identified as "confidential" in connection with the Contract is confidential and disclosed solely for the use of performing the Contract and may not be disclosed or copied unless authorized in advance by

Normet in writing. Upon Normet's request, the Customer shall promptly return all documents and other materials received from Normet. Normet shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is (i) in the public domain; (ii) known to the Customer at the time of disclosure; or (iii) rightfully obtained by the Customer on a non-confidential basis from a third party.

- 17.2. Nothing in the Contract shall be construed as transferring or assigning any right, title, interest to any inventions, discoveries, improvements, trade secrets or Intellectual Property Rights of Normet, whether pre-existing or created in the performance of the Contract.
- 17.3. Upon Normet's acceptance of the Customer's order and subject to the full payment of the Purchase Price, Normet grants to the Customer a non-exclusive, non-transferable, non-assignable, non-sub-licensable limited license to use such Intellectual Property Rights which are included in or covering the Products and/or the results of the Services and only to the extent necessary for installing, using, operating and maintaining the Products, or using the results of the Services. The usage of certain software included in the Products may be subject to the Customer agreeing to separate end-user license terms and conditions of Normet or third parties
- 17.4. The Customer shall not, and shall not allow its contractors or anyone else, reproduce, copy, modify, adapt, alter, reverse engineer, or create derivative works from the Products or any documentation relating thereto without Normet's prior written consent.

#### **18. FORCE MAJEURE**

- 18.1. A Party shall not be liable to the other Party for a delay in or a failure to perform its obligations under the Contract, other than payment obligations, if such delay or failure is due to an event or circumstance that prevents or impedes the Party from performing one or more of its contractual obligations under the Contract, if and to the extent that that the Party proves: (a) that such impediment is beyond its reasonable control; (b) that it could not reasonably have been foreseen at the time of the conclusion of the Contract; and (c) that the effects of the impediment could not have been avoided or overcome by the affected Party by commercially reasonable measures (a "Force Majeure Event").
- 18.2. In the absence of proof to the contrary, the following events affecting a Party shall be presumed to fulfil conditions (a) and (b) under Section 18.1: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization; (v) plague, epidemic, pandemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vii) general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.
- 18.3. The Party affected by a Force Majeure Event shall, without delay, notify the other Party in writing of the Force Majeure Event and its expected duration.
- 18.4. A Party validly invoking this Section 18. is relieved from its duty to perform its obligations under the Contract, other than payment obligations, and from any liability in damages

or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other Party. Where the effect of the Force Majeure Event invoked is temporary, the above consequences shall apply only as long as the Force Majeure Event impedes the performance by the affected Party. Where the duration of the Force Majeure Event invoked has the effect of substantially depriving the Parties of what they were reasonably entitled to expect under the Contract, either Party has the right to terminate the Contract by notification within a reasonable period to the other Party. The Parties expressly agree that the Contract may be terminated by either Party if the duration of the Force Majeure Event exceeds 120 days, unless otherwise agreed following the occurrence of the Force Majeure Event.

- 18.5. If a Force Majeure Event prevents the Customer from fulfilling its obligations, such as receipt of the Products or Services, it shall compensate Normet for any costs and expenses incurred by Normet for securing, storing and/or protecting the Products.

#### **19. VARIATION, TERMINATION**

- 19.1. The Customer shall not have the right to cancel, make any variation or change to the ordered Products or Services, including any Technical Information or terms of delivery after the Contract Date, unless accepted by Normet in writing. Any such accepted variation or change shall result in a change order under which Normet has the right to change the Purchase Price, delivery time or other applicable terms.
- 19.2. The Customer shall not be entitled to return, exchange or get refund for any Products, unless otherwise agreed in writing.
- 19.3. Either Party may terminate the Contract with immediate effect by a written notice to the other Party if the other Party commits a material breach of the Contract and fails to remedy the breach within thirty (30) days of written notice to do so. The termination right shall be without prejudice to any other rights the non-breaching Party may have under the Contract. Without limiting the generality of the foregoing, a failure to pay the Purchase Price or any part thereof when due shall always be considered a material breach of contract.
- 19.4. Normet may terminate the Contract with immediate effect and without any liability, if the Customer is declared bankrupt, files for bankruptcy, goes into or is placed in liquidation, enters into an arrangement with its creditors or becomes insolvent or is otherwise unable to meet its day-to-day liabilities.
- 19.5. Termination of the Contract or any part thereof by the Customer for any another reason than those set out in Section 19.3 shall be subject to Normet's prior written consent, which Normet may grant or withhold in its sole discretion. If Normet accepts such termination, the Customer shall pay to Normet as a termination fee the sum of: (i) prices for the Services or work actually performed prior to the termination of the Contract; and (ii) reasonable compensation for the costs, expenses and materials incurred by Normet as a result of the termination of the Contract. In any event, the minimum amount of the termination fee shall be thirty percent (30%) of the Purchase Price set out in the Contract (minimum termination fee). The Customer shall pay the termination fee and costs to Normet within thirty (30) days from the receipt of Normet's invoice. Normet may set off the termination fee and costs against any advance payment made by the Customer. Notwithstanding the payment of the termination fee, the

Customer shall not be entitled to any terminated Products, Services or materials relating thereto.

## **20. COMPLIANCE WITH LAWS; TRADE AND SANCTIONS COMPLIANCE**

20.1. For the purposes of this Section 20:

“Export Control Laws” means the economic or financial sanctions laws and/or regulations, trade embargoes, prohibitions, restrictive measures, decisions, executive orders or notices implemented, adapted, imposed, administered, enacted and/or enforced by any Sanctions Authority,

“Sanction Authority” means the United Nations, the European Union, each member state of the European Union, the United Kingdom, the United States, the Commonwealth of Australia, Switzerland, Canada, and the authority, official institution or agency acting on behalf of any of them in connection with Export Control Laws.

20.2. The Parties shall comply with all Export Control Laws. If required by the Export Control Laws, the Customer shall obtain export license or other similar approval from the Sanction Authority prior to the delivery of the Products or Services. If the Customer transfers or delivers any Products or the deliverables under the Services to any third party, the Customer shall comply and require that such third parties comply with the requirement set forth in this Section 20.2.

20.3. The Customer shall promptly after Normet’s request: (i) provide information and documentation reasonably requested by Normet for the purposes of following reasonable “know your customer” requirements and anti-money laundering rules and regulations; (ii) provide Normet with an end-user certificate signed by a duly authorized representative of the Customer confirming that it is complying with all Export Control Laws, in a form as Normet may reasonably require. Until Normet has received the requested information, documents, certificates or applicable export license, Normet may suspend the performance under the Contract without any liability to the Customer.

20.4. Normet shall not be obliged to perform the Contract and may withdraw from or terminate the Contract or any part thereof without any liability to the Customer, if Normet finds out or reasonably suspects that the Customer or any of the Customer’s group company, or any director, officer, employee, ultimate beneficial owner or other significant owner of the Customer is a designated person or otherwise subject to any restrictions under any Export Control Laws or an export license applied for by the Customer is not granted within a reasonable time or is revoked by the appropriate authority, or the fulfillment of the Contract is prevented or restricted by any impediments arising out of any Export Control Laws.

## **21. GOVERNING LAW AND DISPUTE RESOLUTION**

21.1. The Contract, including for the avoidance of doubt these General Conditions, shall be governed exclusively by the laws of Finland without regard to its choice of law provisions.

21.2. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to the Contract.

21.3. All disputes arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be Helsinki, Finland, and the language of the arbitration shall be English. Notwithstanding the above, Normet may, at its discretion, institute proceedings before

the courts of the domicile of the Customer or any other court having general or special jurisdiction or before any other judicial body of competent jurisdiction, in matters regarding the collection of due payments from the Customer and may also seek injunctive relief to secure its rights.

21.4. The Customer shall present and initiate proceedings with respect to any warranty claims within three (3) months after the expiry of the applicable warranty period. The Customer shall present all other claims and initiate arbitration proceedings arising out of or in connection with the Contract within one (1) year from the date of delivery of the Products or Services under the Contract. If the Customer fails to present claims and initiate proceedings within the above time periods, the claims and proceedings shall become time barred.

## **22. MISCELLANEOUS**

22.1. The Contract or any rights or obligations based thereon may not be assigned by the Customer without a prior written consent of Normet. Normet may assign the Contract in connection with a merger, a total or partial transfer of its business, or to another company in the Normet group of companies without a prior written consent of the Customer.

22.2. Any amendment or modification to the Contract shall not valid unless made in writing and signed by both Parties.

22.3. The relationship between the Parties is that of independent contractors. Nothing contained in the Contract shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

22.4. If any provision of these General Conditions is held to be invalid or unenforceable, it must be read down to the extent necessary to be valid. If it cannot be read down to that extent, it must be severed. Such invalidity or unenforceability shall not affect any other provision of these General Conditions.

22.5. The Customer acknowledges, to the fullest extent permissible by law, that in entering the Contract the Customer has not relied on any statement, representation, assurance or warranty other than as expressly set out in the Contract.

22.6. Notices required under the Contract shall be made to the other Party at the addresses set out in the Contract or otherwise confirmed by the Party. The notices shall be made in writing in the English language and delivered personally (with an initialed dated receipt), by registered mail, or by e-mail if the receipt of the email is duly confirmed by the recipient.

22.7. A failure by either Party to exercise a right under the Contract shall not constitute a waiver of such right. A waiver by either Party of any breach of the Contract shall not be construed to be a waiver by such Party of any succeeding breach of the same provision or any other provision.