

NORMET OY – TERMS OF SERVICE (AUSTRALIA)

These Terms of Service govern Customer’s use of the Service. The Service is provided by Normet Oy (Finnish business ID 1514200-1), a company incorporated and existing under the laws of Finland and having its registered address at Ahmolantie 6, 74510 Iisalmi, Finland (“**Normet**”).

For the avoidance of doubt, the Products sold in the Service are solely governed by Normet’s General Terms and Conditions available in the Service and any other terms agreed between Normet and Customer.

1. DEFINITIONS

- 1.1 “**Affiliate**” means any legal entity which is directly or indirectly owned or controlled by a Party or directly or indirectly owning or controlling a Party or under the same direct or indirect ownership or control as a Party for so long as such ownership or control lasts. Ownership or control shall exist through direct or indirect ownership of more than fifty (50%) per cent of the nominal value of the issued equity share capital or of more than fifty (50%) per cent of the voting rights entitling to vote for the election of Board of Directors or an equivalent body performing similar functions, which can exercise such control.
- 1.2 “**Agreement**” means the agreement between Normet and Customer, consisting of these Terms of Service and any other terms applicable to the Service.
- 1.3 “**Customer**” means the company or other entity specified in the Agreement.
- 1.4 “**Intellectual Property Rights**” means trade secrets, copyright, database rights, rights in unregistered trademarks, unregistered design rights, and any other similar rights; and patents, utility models, registered trademarks, registered designs, and any other registered rights, in any

part of the world and all related goodwill, applications for registration for any such rights as may exist anywhere in the world, and the right to make such applications.

- 1.5 “**Non-excludable Condition**” means any implied condition, warranty or guarantee in a contract, the exclusion of which would contravene the law (including the ‘Australian Consumer Law’ in Schedule 2 of the *Competition and Consumer Act 2010* (Cth)) or cause any part of the contract to be void.

- 1.6 “**Party**” means Normet or Customer individually and “**Parties**” means Normet and Customer together.

- 1.7 “**Products**” means parts, components, accessories, and consumables for Normet underground mining and tunnelling equipment.

- 1.8 “**Service**” means an online store for the Products and which is available for Customer’s authorized users at <https://store.normet.com> .

2. THE SERVICE

- 2.1 Any order made by Customer in the Service shall bind Normet only when Normet has accepted the order by sending an order confirmation to Customer.

- 2.2 Normet reserves the right to make any changes to the Service at any time. If the change has a material effect on the contents of the Service, Normet shall inform Customer about the change well in advance before the effective date of the change and Customer shall have the right to terminate the Agreement upon thirty (30) days prior written notice. In such case the termination notice shall be given in writing no later than fourteen (14) days

- following the effective date of the change.
- 2.3 The Service is not subject to any particular service levels and is provided to Customer strictly on an “*as is*” and “*as available*” basis, and Normet makes no representation or does not warrant the availability of the Service at any particular time. Under no circumstances does Normet warrant that the Service would be free from errors or work or be available without interruption.
- 3. INTELLECTUAL PROPERTY RIGHTS**
- 3.1 All rights, title and interest, including all Intellectual Property Rights in and to the Service and the Products and any changes thereto shall belong exclusively to Normet or its licensors. Except for the express license to use the Service granted to the Customer under and in accordance with the terms and conditions of the Agreement, Customer shall have no and shall not by virtue of the Agreement obtain any rights, license or interests in and to the Service, the Products or any Intellectual Property Rights pertaining thereto.
- 3.2 Customer shall during the term of the Agreement have a limited, worldwide, non-exclusive, non-transferable, non-sublicensable right to use the Service to purchase the Products for equipment purchased from Normet.
- 4. CUSTOMER’S OBLIGATIONS**
- 4.1 The Service may include information on Customer’s fleet of equipment to which the Products are offered. However, Normet will not give any warranties whatsoever on the accuracy of the information regarding Customer’s fleet of equipment and it is Customer’s sole responsibility to ensure that the Products are fit for purpose and usable with Customer’s equipment.
- 4.2 In case of any unclarity or doubt, Customer is obliged to contact Normet for the purposes of ensuring that certain Product is fit for certain equipment.
- 4.3 Customer shall be responsible for maintaining its own records and documents of the transactions for the Products made through the Service. The Service will save records or documents after the transactions for a period of time, but Normet will not give any warranties whatsoever on the completeness or availability of the records or documents of the transactions in the Service.
- 4.4 Customer shall be responsible for ensuring that its users maintain the identifiers provided by Normet diligently and do not disclose them to third parties. Customer shall be responsible for the use of the Service using Customer’s identifiers.
- 4.5 Customer undertakes to notify Normet without delay if an identifier has been disclosed to a third party or if Customer suspects that an identifier is being misused.
- 4.6 Upon written request by Normet, Customer is obliged to change the identifier required for using the Service if this is necessary, for example, due to severe data security risk related to the Service.
- 5. DATA PROTECTION AND COOKIES**
- 5.1 Normet may process personal data as regards Customer and its authorized users, for the purpose of providing, developing and marketing the Service. Normet acts as a controller and such processing shall be subject to Normet’s Privacy Policy available in the Service.
- 5.2 Normet shall have the right to use data to provide the Service in accordance with the Agreement.

- Normet may also use personal data and non-personal data and combine it with other data to develop, analyze and market its goods and services, and create new services, subject to such data being anonymized to the extent necessary for Normet to comply with its confidentiality obligations.
- 5.3 The Service uses cookies and other similar techniques as described in the Cookie Policy available in the Service. Normet uses cookies to permit the functionality of the Service and for statistical purposes to understand how the users use the Service. For full information on cookies, please see our Cookie Policy.
- 6. FEES**
- 6.1 No separate fee is charged for the use of the Service.
- 6.2 The prices for the Products are set out in the Service as applicable from time to time. Normet shall be free to set the prices for the Products and Normet reserves the right to amend the prices at any time (provided that such price changes will not apply to orders already accepted by us).
- 6.3 All prices are set out without value added tax (VAT) or any other applicable sales tax, which shall be added to the prices in accordance with the then-applicable tax laws and regulations.
- 6.4 Unless otherwise agreed between the Parties, the term of payment of each invoice shall be fourteen (14) days net from the date of the invoice.
- 6.5 Unless otherwise agreed between the Parties, late payment interest on any amounts overdue shall accrue at an interest rate which corresponds to the interest rate set by the European Central Bank for the main refinancing operations (MRO) plus 8% per annum.

7. DISCLAIMER OF WARRANTIES

- 7.1 EXCEPT FOR ANY NON-EXCLUDABLE CONDITION OR AS EXPRESSLY STATED IN THE AGREEMENT, NORMET MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW,, NORMET DOES NOT WARRANT THAT: (i) THE SERVICE OR ANY INFORMATION OBTAINED THROUGH THE SERVICE SHALL MEET CUSTOMER'S EXPECTATIONS; OR (ii) THE SERVICE SHALL BE UNINTERRUPTED, ERROR-FREE OR VIRUS-FREE, OR THAT ERRORS OR DEFECTS THEREIN WILL BE CORRECTED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NORMET IS NOT RESPONSIBLE FOR THE IMPACT ON THE ACCURACY, RELIABILITY, AVAILABILITY AND/OR TIMELINESS OF RESULTS OF FACTORS OUTSIDE ITS REASONABLE CONTROL, INCLUDING CUSTOMER'S NETWORK ISSUES, VERSIONS OF THE CUSTOMER'S APPLICATIONS, CORRUPTED, INCOMPLETE AND/OR INTERRUPTED DATA RECEIVED FROM CUSTOMER OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NORMET IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

8. CONFIDENTIALITY

- 8.1 Each Party shall keep in confidence all material and information received

from the other Party and marked as confidential or which should be understood to be confidential (“**Confidential Information**”) and may not use such Confidential Information for any other purpose than those set forth in the Agreement. The confidentiality obligation shall, however, not apply to material and information, (a) which is or later becomes generally available or otherwise public; or (b) which the receiving Party has received from a third party without any obligation of confidentiality; or (c) which was rightfully in the possession of the receiving Party prior to receipt of the same from the disclosing Party without any obligation of confidentiality related thereto; or (d) which a Party has independently developed without any use of or reference to the Confidential Information received from the other Party.

8.2 The obligations of confidentiality in Section 8.1 above shall not prevent a Party from disclosing Confidential Information where it is required to do so under any mandatory law, or by order of a court or governmental body of authority of competent jurisdiction, or by any mandatory requirement of a regulatory authority. If legally possible and applicable, the recipient of such order shall notify the disclosing Party to allow a reasonable opportunity to seek protective order or equivalent or to appeal, and to the extent reasonably possible, make effort to protect any sensitive information.

8.3 Each Party shall promptly upon expiry or termination of the Agreement, or when the Party no longer needs the Confidential Information in question for the purpose of performing its obligations or exercising its rights under the Agreement, cease using the Confidential Information received from the other Party and, unless the Parties separately agree

on destruction of such Confidential Information, return the Confidential Information in question (including all copies and reproductions thereof) to the other Party. Each Party shall, however, be entitled to retain the copies required by law or administrative orders applicable to such Party.

8.4 The rights and obligations related to the Confidential Information shall survive the termination of the Agreement for any reason for a period of three (3) years from such termination.

9. **LIMITATION OF LIABILITY**

To the maximum extent permitted by applicable law, Normet shall not assume any liability for any direct, indirect, incidental, or consequential damages, loss of profits, revenue or business, damages caused due to decrease in turnover or production or loss, alteration, destruction or corruption of data, arising out of or relating to Customer’s use of the Service. Except for any Non-excludable Condition, in no event shall Normet’s total aggregate liability for all claims exceed EUR 100. Our liability to you for a breach of any Non-excludable Condition (other than a Non-excludable Condition that by law cannot be limited) is limited, at our option to any one of supplying again or paying the cost of supplying again, Services in respect of which the breach occurred.

10. **TERM AND TERMINATION**

10.1 The Agreement shall enter into force when duly signed by both Parties.

10.2 The Agreement shall remain in force until terminated by a Party by one (1) month’s written notice to the other Party.

10.3 Either Party may terminate the Agreement for cause with immediate effect upon written notice to the

other Party if: (i) the other Party becomes insolvent, applies for or is adjudicated in bankruptcy or liquidation or corporate restructuring or otherwise ceases to carry on its business; or (ii) the other Party is in material breach of the terms and conditions of the Agreement and fails to remedy such breach within fourteen (14) days from the date of receipt of a written notice by the non-defaulting Party.

10.4 Upon the termination of the Agreement the Customer's access to and right to use the Service shall terminate and any fees owed by Customer at the effective date of the termination shall become immediately due.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1 The Agreement and any dispute, claim or controversy arising out of or relating to the Agreement, or the breach, termination or validity thereof, are governed by and construed in accordance with the laws of Finland without regard to its principles and rules on conflict of laws. For the avoidance of doubt, the Finnish Sale of Goods Act (355/1987) and the CISG shall not be applied to the Agreement.

11.2 Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland. The language of the proceedings shall be English.

12. OTHER TERMS

12.1 Neither Party shall be entitled to assign nor transfer all or any of its rights, benefits and obligations

under the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Normet shall, however, have the right to assign the Agreement to any of its Affiliates or to any third party to which any part of its business is transferred.

12.2 Any terms and conditions that by their nature or otherwise reasonably should survive an expiry or termination of the Agreement shall also be deemed to survive.

12.3 If any law making unfair contract terms void, unenforceable or unlawful could apply to a term in the Agreement, the following rules apply to interpreting that term: (i) if the law would make the term void, unenforceable or unlawful because the term permits Normet to exercise a right or discretion that would cause detriment to the Customer, the term shall be read down and construed to the extent required to permit Normet to exercise the right or discretion in such a way; (ii) if the law would make the term void, unenforceable or unlawful because it authorized Normet to recover costs or losses or damages to be calculated in a manner determined by Normet, the term shall be read down and construed to the extent required to authorize Normet to recover the maximum reasonable costs, losses, and damages to be calculated in a reasonable way that did not cause the term to be void, unenforceable or unlawful; (iii) if, despite the application of this clause, the law would make the term void, unenforceable or unlawful, the term is to be read down and construed as if it were varied, to the minimum extent necessary, so that the term is not void, unenforceable or unlawful; and (iv) these reading down rules apply before any other reading down or severance provision in the Agreement.