

For the purposes of these terms and conditions:

Agreement means the contract between the Parties for the supply of Goods and/ or Services by Company to Customer which incorporates these terms, including:

- (a) a quotation provided by Company that is expressed to incorporate these terms and which is accepted by Customer; and
- (b) a written document which includes these terms as a Schedule or Annexure.

Company means Marlee Resources Pty Ltd (ABN 88 620 934 821)

Core has the meaning as universally recognised within the mining industry.

Customer means the company noted in the applicable Purchase Order.

Force Majeure Event means any circumstances or events beyond the reasonable control of a Party and includes, but is not limited to, any lack of production, capacity, or raw materials, acts of God, strikes, laws and regulations, labour disputes, inclement weather, epidemic or pandemic and any other causes that are not within the reasonable control of the Party affected.

GIC means General Interest Charge as published by the Australian Taxation Office.

Goods means all goods supplied or to be supplied by Company to Customer pursuant to this Agreement.

GST means tax payable on the supply of goods or services.

GST Law has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes any other statute or regulation of any jurisdiction relating to the imposition or administration of GST.

Equipment means items of equipment or machinery manufactured by Company or a supplier to Company.

Ex-Works means the universally recognised Incoterms definition.

Party means Company or Customer as the case may be and **Parties** means both.

PPS Act means Personal Property Securities Act 2009 (Cth).

Purchase Order means any purchase order issued by Customer requesting the supply of Goods and/ or Services and accepted by Company and shall be governed by the terms of this Agreement. This governance applies irrespective of any terms contained in a purchase order and/ or the signing or acceptance of such purchase order by Company.

Repair and Return means the repair and return of a customer owned component.

Services means services provided by Company to Customer.

Service Exchange means Services whereby a component refurbished by Company is provided to Customer. In exchange, the removed Core is submitted by Customer to Company for refurbishment. Customer will return the Core and agree to pay the cost of Company refurbishing their core to the same condition as the service exchange component that was supplied.

Specialised Warranty means Company's specialised warranty, specific to the Goods or Services provided and the subject of the relevant quotation, contractual agreement, or Purchase Order. This may be supplied separately and/ or is available upon request from Company. Company's specialised warranty shall apply to the provision of the Goods and/ or Services to the exclusion, and irrespective of, any further warranty terms which may be supplied by Customer.

These terms and conditions apply to and form part of any contract for the supply of Goods and/ or Services by Company to Customer. These terms shall apply to the exclusion of any other terms and conditions appearing on or forming part of any delivery dockets, invoices, purchase orders or any other documentation, including electronic documentation and shall replace any previous terms of sale, notwithstanding the signing of any such document by a representative of the Company.

1. WARRANTY

1.1 Company warrants to Customer that the Goods and Services will conform to the relevant specifications in the Specialised Warranty. Subject to Clause 1.4, in the event the Goods and/ or Services do not conform to the foregoing standards, then Customer's sole remedy for such non-conformance is detailed in the Specialised Warranty, which shall always govern any warranty provision contained herein. Notwithstanding the foregoing, where there is no Specialised Warranty, the warranty is as follows:

a) Goods

For twelve (12) months from the date of delivery, Company shall, at Company's option, repair or replace the nonconforming Goods, and Customer shall pay the return and re-delivery freight and bear all risks of return to Company.

b) Services and Service Exchange

Where Company performs Services or Service Exchange, for six (6) months from the date of completion of the performance of the Services or Service Exchange, Company shall re-perform any defective Services or Service Exchange.

1.2 Where Company, acting reasonably, determines it is impractical to complete any warranty repair or re-performance work at Company's site, such work may be performed at Customer's site and all reasonable travel and accommodation costs and other onsite specific costs (including but not limited to all lifting and access costs) must be paid by Customer or reimbursed to Company pursuant to invoices issued by Company under Clause 9.

1.3 The warranties contained in this Clause 1 do not apply to any defects in, or otherwise non-conforming, Goods or Services where the defect or the non-conformance results from (i) to the extent Company is unable by law to exclude its liability, Company's obligations under the Agreement shall be limited at Company's option, to making good by repair or replacement any Goods in which defects appear, or in the case of Services, re-performing the Services or the cost of providing the Services again. Any warranty claim must be notified in writing by Customer to Company within the warranty period as provided in Clause 1.1.

1.4 Except as otherwise expressly provided pursuant to this Clause 1, Company makes no warranty or guarantee, express or implied, including no warranty of merchantability or fitness for a particular purpose, regarding any Services performed or Goods supplied under the Agreement.

2. DELIVERY

2.1 Company supplies Goods under the Agreement on an Ex Works basis unless otherwise specified in the Agreement. Company shall make every effort to deliver the Goods by the agreed delivery date and complete the Services as scheduled and agreed by the Parties.

2.2 Customer may request that Company arrange freight and delivery of the Goods, and Company may charge a fee for such deliveries. In such event Company shall be responsible for loading the Goods onto the delivery vehicle, at which time delivery will be deemed to have been effected. In all other cases, where Customer arranges freight, delivery shall be when the Goods are loaded on the delivery vehicle Ex Works.

2.3 If Company notifies Customer that the Goods are ready for delivery and Customer requests Company to hold the Goods on its behalf or refuses to accept delivery, such Goods will be held by Company at Customer's risk and Company shall be entitled to charge a reasonable storage fee in respect of the Goods. In the event Goods are held in excess of fourteen (14) days from the date Company notifies Customer that the Goods are ready for delivery, Company shall invoice Customer and payment will be due in accordance with Clause 9 herein.

2.4 Customer will examine the Goods immediately upon delivery and will within seven (7) days from the date of delivery give written notice to Company of any non-conformance with the Agreement, failing which Customer will be deemed to have accepted the Goods unconditionally.

3. QUOTES FOR REPAIR AND RETURN

3.1 All work completed by Company to disassemble Repair and Return components provided by Customer (necessary in order to quote for repairs) will be at the cost of Customer. The cost for the quote will **not** be invoiced separately provided Customer accepts the quote within three (3) months of the date of the quote.

3.2 If Customer does not accept the Repair and Return quote within three (3) months:

- (i) An invoice will be issued to Customer for the necessary work to provide the quote in accordance with Clause 9 herein; and either
- (ii) Customer irrevocably offers to sell the component, or any parts disassembled to Company at the usual price paid by Company for that component or those parts. Company can accept the offer by notice to Customer of the parts which Company wishes to purchase and the price for those parts. The price will be credited to any outstanding invoices due by Customer, and the balance, if any, paid to Customer; or
- (iii) Company, at Company's option, shall assume ownership of the component, without cost or penalty to Company, provided at least 30 days written notice is provided to Customer.

4. QUOTES FOR SERVICE EXCHANGE

4.1 Service Exchange Components are supplied by Company on the express conditions that the appropriate Core will be removed by Customer and delivered to Company premises, as agreed, within sixty (60) days. If the Core is not returned within sixty (60) days, Company may issue an invoice for the total replacement value of the Service Exchange component. Upon issue of the invoice, Company has no obligation to accept the return of the appropriate Core by Customer.

4.2 Company and Customer acknowledge that the exact cost for a Service Exchange process is unable to be quoted prior to the assessment of Customer's Core being carried out and that Company's cost for such work will be fair and reasonable.

5. TITLE AND RISK

5.1 Goods supplied will be at Customer's risk immediately upon delivery.

5.2 Company's rights under this Clause 5 secure:

- a) Company's right to receive payment for all the Goods sold under the Agreement; and
- b) all other amounts owing to Company under the Agreement.

5.3 Until full payment in cleared funds is received by Company for all Goods supplied by it to Customer, as well as all other amounts owing to Company by Customer under the Agreement:

a) Customer acknowledges and warrants that Company has a security interest (for the purposes of the PPS Act) in the Goods and any proceeds the proceeds of any sale, lease or other dealing with the Goods and Customer must do anything reasonably required by Company to ensure that such security interest is enforceable, perfected and otherwise effective and has the priority required by Company which, unless Company agrees in writing otherwise, is first priority; and **b)** the security interest arising under this Clause 5 attaches to the Goods when Customer obtains possession of the Goods and the parties confirm that they have not agreed that such security interest attaches at any later time.

5.4 Title to the Goods shall not pass to Customer until Company receives payment in full (in cash or cleared funds) for the Goods. Until title to the Goods has passed to Customer, Customer must give Company such information as to the location and condition of the Goods as Company may request from time to time.

6. PPS ACT

6.1 Unless a contrary intention appears, words or expressions used in Clause 5 and this Clause 6 that are defined in the PPS Act have the same meaning as given to them in the PPS Act.

6.2 To the extent that chapter 4 of the PPS Act applies to any security interest under these terms and conditions, the following provisions of the PPS Act do not apply, and for the purposes of section 115 of the PPS Act are "contracted out" of: s 95, s121(4), s125, s129, s130, s132(3)(d), s132(4), s135, s142, s143 and all other provisions that are contrary to these terms.

6.3 Customer waives its rights to receive any notice required under the PPS Act (including, without limitation, a verification statement under section 157 of the PPS Act) unless the requirement for the notice cannot be excluded.

6.4 In addition to and without derogating from the confidentiality obligations of the Parties set out in Clause 12, neither Party will disclose to a person or entity that is not a party to the

Agreement information of the kind mentioned in section 275(1) of the PPS Act unless section 275(7) of the PPS Act applies or that information is publicly available.

7. CANCELLATIONS

The Agreement cannot be cancelled or amended without Company's agreement in writing. Should Customer seek to amend, cancel, or modify the Agreement after acceptance by Company and Company agrees to such request, Customer will be liable for all non-recoverable costs incurred by Company arising from the amendment, cancellation or modification. Additionally, a reasonable re-stocking fee of 15% of the price payable by Customer for any Goods the subject of the amendment, cancellation or modification may be charged by Company at its discretion.

8. FORCE MAJEURE

8.1 If any Party is unable, in whole or in part, by reason of a Force Majeure Event to perform any of its obligations under the Agreement, other than an obligation to pay money, then on such Party giving notice to the other within a reasonable time after the occurrence of such Force Majeure Event, such obligations shall be suspended.

8.2 If a Force Majeure Event continues for more than ten (10) days, then Company shall have the right to terminate the Agreement and payment shall be due to Company in accordance with Clause 9 herein. In such event Company shall have the right to invoice Customer for any non-recoverable costs of Company, including for Goods which are in manufacture or transit.

9. PAYMENT AND PRICE

9.1 Unless otherwise stated to the contrary in the Agreement, any quotes provided by Company are stated in Australian Dollars, are valid for 30 days, Ex Works and do not include freight, insurance or taxes.

9.2 If quotes by Company are for ongoing supply, and Company is able to demonstrate that a material change of the economic circumstances (i.e. a material change in commercial or market conditions) will permanently or temporarily cause the performance of its obligations hereunder to become substantially more onerous than was expected at the time the current or listed pricing was effected, Company shall in good faith, with not less than 30 days written notice to Customer, make such necessary price adjustments or amendments to the pricing of the Goods and/or Services to mitigate the onerous character of such obligations.

9.3 Company shall invoice Customer upon delivery of Goods or performance of Services and payment of the amount of the invoice will be due strictly 30 days from the end of the month in which the invoice is issued, without any set off or deduction.

9.4 Company may deliver Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

9.5 Any extension of credit shall be at the absolute discretion of Company and where extended, unless otherwise advised in writing, shall require payment by strictly 30 days from the end of the month in which the invoice is issued without any deduction or set off. The amount of credit will be subject to change without notice.

9.6 Without in any way limiting Company's right to require payment in full on the due date, Company may charge interest on overdue amounts at the Australian Taxation Office's GIC daily rate. This is to be calculated as follows: amount due X GIC daily rate X number of days overdue
= amount of interest to pay.

9.7 All losses, expenses, and costs (including legal fees) on an indemnity basis, consequent upon Customer's failure to pay in accordance with the Agreement, are recoverable from Customer by Company.

10. INDEMNITY

10.1 Except to the extent caused or contributed to by Company or its officers, employees or contractors, Customer shall be responsible for and shall save, indemnify, defend and hold harmless the Company, from and against all losses, claims, procedures, damages, costs and expenses (collectively **Claims**), in respect of:

- a)** Loss of or damage to Company equipment, or the property of the Company or its subcontractors whether owned, hired, leased, or otherwise provided by the Company, arising from, or relating to the performance of the Services or the provision of the Goods.
- b)** Personal injury including sickness, disease, or death to any member of the Company or its subcontractors arising from or relating to the performance of the Services or the provision of the Goods.
- c)** Personal injury including sickness, disease or death, or loss of or damage to the property of any third parties to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Customer.

10.2 Notwithstanding anything contained in the Agreement to the contrary, neither Party shall be liable to the other Party for and each Party hereby releases the other Party its parent, subsidiary, affiliated and related companies and their respective officers, directors, employees and agents, from any of its own indirect, special, punitive or consequential damages or losses including, without limitation, damages or losses for lost production, lost revenue, lost product, lost profit, lost business, or business interruptions, arising out of, or related to, the performance of or subject matter of the Agreement.

10.3 The exclusions of liability and indemnities set forth in this Clause 10 shall apply to any and all Claims, without regard to the cause(s) thereof including, without limitation pre-existing conditions, breach of representation or warranty (express or implied), strict liability, tort, breach of contract, breach of statutory duty, breach of any safety requirement or regulation, or the negligence of any person or party, including the indemnified Parties, whether such negligence be sole, joint and/or concurrent, active or passive, or any other theory of legal liability.

10.4 Redress under the indemnity and release provisions set forth in this Clause 10 shall be the exclusive remedy/ remedies available to the Parties for the Claims covered by such provisions.

11. INTELLECTUAL PROPERTY

11.1 Company shall retain ownership of all intellectual property rights of whatever nature (whether registrable, registered or unregistered) and, if applicable, be assumed to have asserted its moral rights over all information arising out of, provided, acquired or generated by Company in the provision of Goods and Services, except that Company shall be deemed to have granted Customer a non-exclusive and non-assignable licence to make use of any such information for the performance of the Agreement only.

11.2 Without limiting Clause 11.1, all intellectual property rights in or arising out of or in connection with the Services or the design of any Goods or solution undertaken at Customer's request shall be owned by Company.

11.3 In the event Company owns copyrights, patents, or trade secrets, or has filed applications with respect to any of its own technology related to the Services, and if Company makes any improvements on or to such technology, Company shall own all such improvements, including all related information, provided such information is not Customer's confidential information.

11.4 The Customer shall retain ownership of any intellectual property rights in any documents, information and materials provided by the Customer relating to the Services and/or Goods, including drawings, data, reports and specifications, but Company shall have a perpetual, worldwide, non-exclusive licence of all such intellectual property rights for the purpose of exploiting Company's intellectual property rights referred to in Clauses 11.1, 11.2 and 11.3.

12. CONFIDENTIAL AND PROPRIETARY INFORMATION

12.1 Each Party recognises and acknowledges it will have access to certain confidential information (written or otherwise) of the other Party, and that such information may constitute valuable, special, and unique property of the other Party. Each Party further acknowledges that the performance of the Services and the provision of the Goods hereunder will involve proprietary and confidential information and the creation of such, and thus also will be subject to the terms of this Clause 12. Subject to Clause 12.3, each Party will not, during or after the supply of Goods and/ or provision of Services under the Agreement, disclose any of the other Party's confidential information to any third party for any reason or purpose whatsoever without the express written permission of the other Party, nor shall a Party use the other Party's confidential information for any purposes, except in connection with the performance of the Agreement, and both Parties shall cause all persons to whom confidential information of the other Party is disclosed as permitted by this Clause 12 to be informed of the terms of this Clause 12 and must ensure such persons comply with the confidentiality and non-use obligations set forth in this Clause 12. A Party will be liable for all acts and omissions of persons to whom it discloses the other Party's confidential information (including under Clause 12.3) which, if done or omitted to be done by that Party, would be a breach of this Clause 12.1.

12.2 Clause 12.1 does not apply to information which: **a)** is in the public domain or which comes into the public domain after the Agreement becomes effective through no fault on the part of a Party; **b)** is independently developed by a Party, or a third party at its direction, in each case without reference to the confidential information of the other Party; **c)** was already lawfully in the possession of a Party prior to receipt from the other Party; **d)** is required to be disclosed by law or the rules of a stock exchange; or **e)** is received after the Agreement becomes effective from a third party who is not subject to any obligation of confidence with respect to the information.

12.3 A Party may disclose confidential information of the other Party to such of the first named Party's employees, consultants and advisers as may reasonably require access to it in connection with the performance of the Agreement or the resolution of any dispute in relation to the Agreement.

13. LIMIT OF LIABILITY

At all times, Company's total liability in contract, tort (including negligence), misrepresentation or otherwise in connection with the Agreement shall be limited to the amount of the payments actually received by Company from the Customer (net of GST, delivery costs and sums refunded to the Customer) under the relevant Purchase Order in question of the Agreement.

14. GST

14.1 Words or expressions used in this Clause 14 that are defined in the GST Law have the same meaning given to them in the GST Law.

14.2 Unless otherwise stated, any amount specified in the Agreement as the consideration payable for any taxable supply does not include any GST payable in respect of that supply.

14.3 If a Party makes a taxable supply under the Agreement ("Supplier"), then the recipient of the taxable supply ("Recipient") must also pay, in addition to the consideration for that supply, the amount of GST payable in respect of the taxable supply at the time the consideration for the taxable supply is payable.

14.4 Notwithstanding clause 14.3 the Recipient is not obliged under the Agreement to pay the amount of any GST payable until the Supplier provides a valid tax invoice for the taxable supply.

14.5 If an adjustment event arises in relation to a taxable supply made by a Supplier under the Agreement, the amount paid or payable by the Recipient pursuant to Clause 14.3 will be amended to reflect this and a payment will be made by the Recipient to the Supplier or vice versa as the case may be.

14.6 If a third party makes a taxable supply and the Agreement requires a party to the Agreement (the payer) to pay for, reimburse or contribute to any expense or liability incurred by the other party to that third party for that taxable supply, the amount the payer must pay will be the amount of the expense or liability plus the amount of any GST payable in respect thereof but reduced by the amount of any input tax credit to which the other party is entitled in respect of the expense or liability.

15. COMPLIANCE

Customer warrants that it will, at all times, comply with all applicable laws, statutes, regulations and codes relating to sanctions, anti-corruption, anti-money laundering, anti-bribery and improper payments including but not limited to the Criminal Code Act 1995 (Cth) (Australia), the Foreign Corrupt Practices Act 1997 (USA) and the Bribery Act 2010 (UK).

Notwithstanding the foregoing, Customer must: **a)** Not give or offer or promise to give, receive, or agree to accept any payment, gift or other benefit or advantage which breaches the applicable law. **b)** Have and maintain in place throughout the term of this Agreement its own policies and procedures under the applicable laws to ensure compliance and enforce such compliance where appropriate. **c)** Cause any of its agents or subcontractors who are performing work under or supplying goods in relation to this Contract, to comply with the same.

16. MODERN SLAVERY

Company takes its obligations in respect of Modern Slavery seriously and we expect our suppliers, customers, agents, affiliates, and business partners to do the same. Our Modern Slavery Policy can be obtained upon request from Company by emailing mraccounts@marleeresources.com.au

17. SEVERABILITY

If any clause(s) of the Agreement is held to be void and/or unlawful by any authority or court having proper jurisdiction, the balance of the Agreement shall remain in full force and effect.

18. APPLICABLE LAW

The Agreement shall be construed in accordance with and be governed by the laws applying in the State of Western Australia. Each Party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in that State in connection with all matters concerning the Agreement.

END (Correct as of July 2025)