AUSTIN POWDER

General Terms and Conditions for Blasting Services in the U.S.

1. **APPLICABILITY**. These General Terms and Conditions for Blasting Services in the U.S. ("**Service Terms**") govern the provision of blasting and related services ("**Blasting Services**") and any Ancillary Products by the applicable Austin Powder entity identified in the Order Confirmation ("**Austin Powder**") to the customer identified therein ("**Customer**"). "**Order Confirmation**" means any sales order, acknowledgment, price list, sales agreement, quote, credit application, email confirmation, service confirmation, or other written instrument issued by, or expressly accepted in writing by, Austin Powder for the transaction; a Customer-generated document is not an Order Confirmation except to the extent Austin Powder expressly accepts specific commercial terms in that document. The Order Confirmation and these Service Terms (collectively, this "**Agreement**") constitute the entire agreement between the parties regarding the Blasting Services and Ancillary Products, supersede all prior and contemporaneous understandings, and supersede and reject any Customer terms and conditions of purchase, however submitted, except for a separate written agreement that expressly supersedes or supplements these Service Terms. If a conflict arises, the order of precedence is: (a) any such separate written agreement; (b) these Service Terms; and (c) the Order Confirmation's commercial terms. All Blasting Services are expressly conditioned on and subject to these Service Terms. Issuance of an Order Confirmation, if any, or Customer's request for, receipt of, or acceptance of any Blasting Services constitutes Customer's acceptance of and agreement to these Service Terms. Austin Powder will use commercially reasonable efforts to meet any performance dates communicated to Customer, whether in an Order Confirmation or otherwise; all such dates are estimates only and not guaranteed.

2. **CUSTOMER'S OBLIGATIONS**. Customer shall cooperate with, and timely provide, Austin Powder all assistance, information, and approvals reasonably requested or otherwise necessary for Austin Powder to perform the Blasting Services and provide Ancillary Products, including access to the Site and Customer's premises and the performance (or arranged performance) of drilling, supplying and placing suitable stemming material, Site preparation, and other support activities as mutually agreed by the parties. Customer shall ensure its employees, contractors, agents, and other representatives ("**Customer Personnel**") cooperate as necessary for the safe, lawful, and efficient performance of the Blasting Services.

3. **CHANGE ORDERS**. Either party may request a change to the scope or performance of the Blasting Services by written notice describing the change. Austin Powder shall, within a reasonable time, provide a written estimate of the change's anticipated implementation time and its effect on fees, the Blasting Services, and performance under this Agreement. The parties shall promptly negotiate the request and, if agreed, document it in a written change order.

4. **FEES AND PAYMENT**. Customer shall pay the fees stated in each invoice within thirty (30) days after the invoice date. Austin Powder may increase fees, or impose variable, pass-through, or surcharge charges (including credit-card surcharges), to reflect cost increases or market changes, including changes in foreign exchange, taxes, tariffs, labor, raw materials, energy, fuel, transportation, insurance, governmental action, or applicable law, and delays or added costs resulting from Customer's acts or omissions. Overdue amounts accrue interest from the due date until paid at 1.5% per month or the maximum rate permitted by law, and Customer shall reimburse Austin Powder's collection costs, including attorneys' fees. Austin Powder may suspend Blasting Services if Customer fails to cure a payment default within ten (10) days after written notice. Customer may not withhold payment because of any setoff, claim, or dispute. Austin Powder may assert, perfect, and enforce any mechanic's, materialman's, or similar statutory lien, or a consensual security interest, in improvements, fixtures, equipment, and materials it furnishes and incorporates into the Site, to secure amounts due under this Agreement, and Customer shall execute documents reasonably requested to evidence or perfect those rights.

5. **INTELLECTUAL PROPERTY**. All intellectual property rights in documents, work product, and other materials delivered to Customer under this Agreement, or prepared by or for Austin Powder in performing the Blasting Services, including items identified as such in the Order Confirmation ("**Intellectual Property Rights**"), are owned by Austin Powder; nothing grants Customer any right, title, or interest in Intellectual Property Rights except as expressly provided herein.

6. **SITE CONDITIONS**. "**Site**" means the location(s) where Austin Powder performs Blasting Services. Customer is solely responsible, at its cost, for the Site and all Site-related matters within its ownership, possession, control, or responsibility, including access; permits, approvals, licenses, easements, and rights of entry; utilities, structures, access routes, subsurface, geological, and groundwater conditions; sensitive receptors; and environmental, zoning, health, safety, and regulatory matters, including pre-existing contamination or hazardous substances. Customer shall obtain and comply with Site-specific permits and approvals and make required reports for which it is responsible. Customer shall provide Austin Powder complete, accurate, and timely Site-related information reasonably relevant to the Blasting Services, including applicable drilling information; stemming requirements; surveys; fly-rock, vibration, air-overpressure, noise, time-of-day, setback, and notification restrictions (collectively, "**Site Information**"). Austin Powder may rely on Site Information and Customer instructions without independent verification unless otherwise agreed in writing. Customer shall promptly provide written notice to Austin Powder of any material change in Site conditions or Site Information, or any actual or anticipated change in Site permits or legal requirements. If Austin Powder reasonably determines that Site conditions, Site Information, access, or regulatory requirements create an unsafe condition or prevent safe or lawful performance, it may suspend or modify the Blasting Services until resolved to its reasonable satisfaction. Customer bears resulting delay, standby, and remobilization costs to the extent arising from inaccurate, incomplete, or untimely Site Information. Customer is solely responsible for all post-blast Site conditions and related inspection, maintenance, support, and safety measures. Nothing in this Section limits any non-waivable duty imposed directly on Austin Powder by law, and Customer is not responsible under this Section for an impact arising solely from Austin Powder's performance, except to the extent a Customer-controlled matter causes or contributes to it.

7. **ENVIRONMENTAL**. Austin Powder shall reasonably cooperate with Customer regarding any release or alleged release involving Blasting Services or Ancillary Products. Customer is responsible for: (a) groundwater contamination resulting from placement of Ancillary Products into blastholes; (b) environmental conditions, contamination, releases, investigation, remediation, or related claims arising from Customer's mining, quarrying, excavation, construction, dewatering, or waste-management operations, including claims alleging that the Blasting Services contributed to such conditions; and (c) characterizing, handling, transporting, and disposing of rock debris, overburden, soils, water, dust, and other Site-generated wastes, except where applicable law expressly assigns generator status to Austin Powder.

8. **ON-SITE INVENTORY**. Austin Powder may, as mutually agreed in writing, store products ("**Inventory**") at the Site or another agreed location (the "**On-Site Location**") for use in the Blasting Services or its other contractual obligations. Title, ownership, and risk of loss to Inventory remain solely with Austin Powder; no interest passes to Customer as a result of such storage. Customer shall: (a) provide Austin Powder reasonable access to inspect, reconcile, remove, or replace

Inventory; (b) not use, move, encumber, or dispose of Inventory without Austin Powder's prior written authorization; (c) keep the On-Site Location reasonably suitable for safe storage; and (d) exercise reasonable care in safeguarding Inventory. Customer shall reimburse Austin Powder for Inventory loss or damage resulting from Customer's negligence, willful misconduct or failure to comply with this section. Austin Powder may enter the On-Site Location at any time, on reasonable notice (or without notice in an emergency, safety issue, or upon termination), to inspect, count, or remove Inventory, and may install security measures and engage third-party contractors. Upon termination, expiration, or Austin Powder's written demand, Customer shall promptly make remaining Inventory available for collection and cooperate in its orderly removal.

9. **INDEMNIFICATION**. To the fullest extent permitted under applicable law, except to the extent Losses are caused by an Austin Powder Indemnitee's gross negligence or willful misconduct, Customer shall indemnify, defend, and hold harmless Austin Powder, its affiliates and suppliers, and their respective officers, directors, employees, and agents (collectively, "**Austin Powder Indemnitees**") from all claims, liabilities, damages, costs, and expenses, including but not limited to reasonable attorneys' fees (collectively, "**Losses**"), arising from or relating to, in whole or in part: (a) Customer's breach of this Agreement; (b) any person, property, equipment, or other item left or present in the Blast Area by or on behalf of Customer when Austin Powder performs the Blasting Services; and (c) inaccurate, incomplete, or untimely Site Information supplied by Customer, Customer instructions, or acts or omissions of Customer Personnel. Notwithstanding the foregoing, Customer shall have no obligation to indemnify or hold harmless Austin Powder for the portion of Losses that are established by a final and non-appealable judgment or adjudication to have been caused by Austin Powder's gross negligence or willful misconduct.

10. **ANCILLARY PRODUCTS**. "**Ancillary Products**" means detonators, blasting agents, explosive chemicals, boosters, accessories, equipment, consumables, and other items necessary for the Blasting Services. Title to Ancillary Products remains with Austin Powder until consumed in the Blasting Services or removed by Austin Powder. While Ancillary Products are in the custody of Austin Powder's authorized personnel, Austin Powder is responsible for their safe handling under applicable law and industry standards. Only Austin Powder-authorized personnel may transport or access Ancillary Products, and Customer Personnel shall not interfere with or permit unauthorized access. Austin Powder warrants that Ancillary Products, when used in Blasting Services, conform to applicable standard specifications. AUSTIN POWDER MAKES NO OTHER WARRANTY REGARDING ANCILLARY PRODUCTS, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **EQUIPMENT RENTAL**. Customer may rent equipment owned by Austin Powder ("**Equipment**") as expressly set forth in the Order Confirmation or otherwise agreed in writing, subject to Austin Powder's prior written consent, specifying the Equipment and rental terms. Title to Equipment remains exclusively with Austin Powder; Customer receives only a limited right of possession and use during the rental term. From the time Customer takes possession, Customer bears all risk of loss or damage to the Equipment, and shall, at its cost, maintain it in good condition and promptly repair or replace any lost, stolen, or damaged Equipment with items acceptable to Austin Powder; rental charges continue to accrue until repair or replacement is complete. Customer shall not sublease or permit third-party use of Equipment without Austin Powder's written authorization. AUSTIN POWDER MAKES NO WARRANTY REGARDING THE EQUIPMENT, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. **LIMITED WARRANTY**. Austin Powder warrants that it will perform the Blasting Services using appropriately skilled personnel, in a professional and workmanlike manner, in compliance with applicable law and generally recognized industry standards ("**Limited Warranty**"). Austin Powder has no liability hereunder unless Customer provides written notice within ten (10) days after discovering, or reasonably should have discovered, the alleged defect. As Customer's sole and exclusive remedy and Austin Powder's entire liability for any breach of the Limited Warranty, Austin Powder shall, at its option, either (a) re-perform the defective Blasting Services; or (b) credit or refund the price of the Blasting Services at the pro rata contract rate. Site conditions, Customer instructions, inaccurate Site Information, and other matters outside Austin Powder's control do not constitute a breach to the extent they cause or contribute to the alleged defect. EXCEPT FOR THE LIMITED WARRANTY, AUSTIN POWDER MAKES NO OTHER WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE BLASTING SERVICES.

13. **BLAST REPORTING.** Austin Powder is committed to providing Customer with timely information regarding Blasting Services performed at the Site in compliance with applicable laws and regulations. If applicable, following each blast, Austin Powder will furnish a blast report to Customer.

14. **LIMITATION OF LIABILITY**. IN NO EVENT SHALL AUSTIN POWDER BE LIABLE TO CUSTOMER AND ITS AFFILIATES FOR LOSS OF USE, REVENUE, PRODUCTIVITY, PROFIT, OR DATA; DIMINUTION IN VALUE; COSTS ARISING FROM DOWNTIME, INTERRUPTION, OR OPERATIONAL DELAYS; OR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE OR STRICT LIABILITY), EVEN IF FORESEEABLE OR AUSTIN POWDER WAS ADVISED OF THE POSSIBILITY, AND NOTWITHSTANDING FAILURE OF ANY REMEDY'S ESSENTIAL PURPOSE. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, EXCEPT FOR AUSTIN POWDER'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, AUSTIN POWDER'S AGGREGATE LIABILITY TO CUSTOMER AND ITS AFFILIATES SHALL NOT EXCEED THE LESSER OF: (a) AMOUNTS PAID FOR THE BLASTING SERVICES HEREUNDER OR ANCILLARY PRODUCTS GIVING RISE TO THE CLAIM; (b) AMOUNTS PAID BY CUSTOMER HEREUNDER TO AUSTIN POWDER IN THE TWELVE (12) MONTHS BEFORE THE CLAIM; OR (c) $500,000. Customer waives any claim not commenced within twelve (12) months after it accrues.

15. **INSURANCE**. Each party represents that it maintains commercially reasonable insurance covering its obligations hereunder and will furnish certificates upon the other party's written request.

16. **BLAST AREA ASSUMPTION OF RISK**. Before each blast, Austin Powder may identify, in its reasonable judgment, the area anticipated to be affected by the Blasting Services at the Site, including any exclusion zone from which persons, property, equipment, and other items must be removed or secured (the "**Blast Area**"). Austin Powder shall notify Customer of the Blast Area, and Customer and Customer Personnel shall remove or secure all persons, property, equipment and other items located within the Blast Area. Customer voluntarily assumes all risk of loss of or damage/injury to persons, property, equipment and other items within the Blast Area arising from blasting-related effects, including Shotrock, vibration, air overpressure, airblast, debris, or ground movement, and, to the fullest extent permitted by law, waives, releases, and discharges Austin Powder from any claim relating thereto, except to the extent directly caused by Austin Powder's gross negligence or willful misconduct. "**Shotrock**" means rock, ore, aggregate, or other material fractured, displaced, or propelled by a blast and remaining within the Blast Area.

17. **ACCIDENTS AND INVESTIGATIONS.** If an incident involving the Blasting Services or Ancillary Products occurs at the Site, the parties shall cooperate in good faith on emergency response, investigation, preservation of information, and legally required reporting.

18. **COMPLIANCE WITH LAW**. Each party shall comply with all applicable federal, state, and local laws and regulatory requirements, maintain all licenses and permits necessary to perform its obligations, and fully cooperate with the other party's regulatory reporting, inspections, and investigations.

19. **CUMULATIVE REMEDIES**. Austin Powder's rights and remedies under this Agreement are cumulative and in addition to, not in limitation of, any rights or remedies available at law or in equity.

20. **TERMINATION**. Austin Powder may terminate this Agreement upon written notice if Customer: (a) fails to pay any amount when due and does not cure such failure within ten (10) days after notice; (b) materially breaches this Agreement and, if the breach is capable of cure, fails to cure within fifteen (15) days after notice; or (c) becomes insolvent, files for bankruptcy, or becomes subject to any bankruptcy, receivership, or similar proceeding.

21. **WAIVER**. No waiver by Austin Powder is effective unless in a signed writing. No failure, delay, or partial exercise of any right constitutes a waiver or precludes further exercise of any rights.

22. **CONFIDENTIAL INFORMATION**. Subject to Section 25, each party's non-public information disclosed to the other in connection with this Agreement, including specifications, designs, plans, drawings, documents, data, business operations, customer lists, and pricing, whether disclosed orally, in writing, or electronically, and whether or not marked confidential (collectively, "**Confidential Information**"), is confidential and may be used only to perform this Agreement. Confidential Information may not be disclosed or copied without the disclosing party's prior written authorization and must be returned upon request. This Section does not apply to information that is public, already known to the recipient without a confidentiality obligation, rightfully obtained from a third party, or independently developed without reference to the disclosing party's information.

23. **ANTI-CORRUPTION**. Customer shall comply, and cause its directors, officers, employees, and agents to comply, with all applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act. Customer shall not, directly or indirectly, offer, promise, authorize, or give anything of value to any person to obtain or retain business, secure an improper advantage, or otherwise violate those laws. Customer shall maintain accurate books and records and adequate compliance controls, promptly notify Austin Powder of any actual or suspected violation. Upon reasonable prior notice during normal business hours, Austin Powder may audit Customer's books and records to verify compliance with this Section and applicable anti-corruption laws, and Customer shall reasonably cooperate with such audit. Austin Powder may immediately suspend performance or terminate this Agreement upon notice of any suspected violation.

24. **EXPORT CONTROLS.** Customer shall comply with all applicable export control and trade sanctions laws. Customer shall not use any Blasting Services or related technical information provided by Austin Powder in violation of such laws. Austin Powder may suspend performance or terminate this Agreement upon notice of any actual or suspected violation.

25. **DATA COLLECTION AND USE**. Customer acknowledges that Austin Powder may collect (including through the use of drones and other imaging technologies, to which the Customer hereby consents), use, process, store, and create derivative works from data and recordings relating to the Site and the Blasting Services (collectively, "**Operational Data**"), which may be used for Austin Powder's internal business purposes including performance, safety, regulatory compliance, analytics, and product improvement, and such use shall not be a violation of this Agreement. Furthermore, Austin Powder may use and disclose Operational Data in aggregated, anonymized, or de-identified form that does not identify Customer or the Site, for any business purpose, including analytics, product development, and artificial-intelligence applications. Each party shall comply with applicable data protection and privacy laws, including Regulation (EU) 2016/679 ("**GDPR**") where applicable. See Austin Powder's Privacy Policy available at www.austinpowder.com/privacy-policy.

26. **FORCE MAJEURE**. Neither party is liable for, or in breach because of, any failure or delay in performance, other than Customer's payment obligations, caused by events beyond its reasonable control, including acts of God; natural disasters, fire, flood, earthquake, pandemic, or explosion; war, terrorism, civil unrest, embargoes, blockades, or national or regional emergencies; governmental action; labor disputes or stoppages; shortages or interruptions of materials, utilities, internet, transportation, or facilities; manufacturing-equipment breakdown; or other similar or dissimilar events beyond the affected party's reasonable control (each, a "**Force Majeure Event**"). The affected party shall use commercially reasonable efforts to mitigate impacts of a Force Majeure Event and resume performance. If a Force Majeure Event limits Austin Powder's supply of, or ability to obtain or transport, materials or equipment for Ancillary Products, Austin Powder may eliminate affected quantities from this Agreement and allocate available supply as it considers fair and equitable; Austin Powder will not be in breach for any resulting curtailed deliveries.

27. **ASSIGNMENT**. Customer may not assign its rights or delegate its obligations without Austin Powder's prior written consent. Austin Powder may assign this Agreement, or its rights to payment, without Customer's consent, including to an affiliate or in connection with a reorganization, merger, or sale of assets. Any unauthorized assignment or delegation by Customer is void and does not relieve Customer of its obligations.

28. **THIRD-PARTY BENEFICIARIES**. This Agreement benefits only the parties and their successors and permitted assigns; no other person or entity has any rights, benefits, or remedies hereunder.

29. **RELATIONSHIP OF THE PARTIES**. The parties are independent contractors. Nothing in this Agreement creates an agency, partnership, joint venture, or fiduciary relationship.

30. **GOVERNING LAW AND VENUE; JURY TRIAL WAIVER**. This Agreement is governed by Delaware law, without regard to conflict-of-laws rules; the UN Convention on Contracts for the International Sale of Goods does not apply. Each party irrevocably submits to the exclusive jurisdiction of the state and federal courts in Ohio for any related action. Each party irrevocably and unconditionally waives, to the fullest extent permitted by law, any right to a jury trial.

31. **NOTICES**. All notices, claims, demands, and all other communications under this Agreement must be in writing and delivered to the addresses in the Order Confirmation by personal delivery, commercial courier, confirmed electronic transmission, or certified mail with delivery confirmation. Notices are effective upon receipt.

32. **SEVERABILITY**. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, that determination does not affect the validity of any other provision or of that provision in another jurisdiction. All limitations, exclusions, waivers, and shortened limitations periods in this Agreement shall be enforced to the fullest extent permitted by applicable law and reformed as necessary to preserve the maximum enforceable protection for Austin Powder.

33. **SURVIVAL**. Termination or expiration does not affect accrued rights or obligations, or provisions that by their nature should survive, including payment, liens, Site and environmental obligations, Inventory and Equipment, indemnification, warranties and liability limitations, assumption of risk, confidentiality and Operational Data, compliance obligations, and dispute resolution.

34. **AMENDMENT AND MODIFICATION**. This Agreement may only be amended in a writing that specifically states it amends this Agreement and is signed by an authorized representative of each party.

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