AUSTIN POWDER

General Terms and Conditions for the Sale of Products in Malaysia

1. **APPLICABILITY**. These General Terms and Conditions for Sale of Products in Malaysia ("**Product Terms**") govern Austin Powder's sale of products and equipment ("**Products**") and provision of Ancillary Services by Austin Powder Malaysia Sdn Bhd ("**Austin Powder**") to the buyer identified in the Order Confirmation (as defined below) ("**Buyer**"). "**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 Buyer-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 Product Terms (collectively, this "**Agreement**") constitute the entire agreement between the parties regarding the Products, supersede all prior and contemporaneous understandings, and supersede and reject any Buyer terms and conditions of purchase, however submitted, except for a separate written agreement that expressly supersedes or supplements these Product Terms. If a conflict arises, the order of precedence is: (a) any such separate written agreement; (b) these Product Terms; and (c) the Order Confirmation's commercial terms. All sales of Products and shipments are expressly conditioned on and subject to these Product Terms. Issuance of an Order Confirmation, if any, Buyer's issuance of a purchase order, or Buyer's request for, receipt of, acceptance of, or use of any Products constitutes Buyer's acceptance of and agreement to these Product Terms.

2. **DELIVERY; RISK OF LOSS; SHIPMENT TERMS**. Austin Powder will use commercially reasonable efforts to deliver Products in accordance with the Order Confirmation or otherwise; however, all delivery dates are estimates only and remain subject to Product availability, manufacturing capacity, inventory levels, Site conditions, regulatory requirements, transportation availability, safety considerations, and other circumstances beyond Austin Powder's reasonable control. Unless otherwise agreed in writing, delivery is: (a) DPU (Incoterms 2020), when Bulk Explosives are discharged from Austin Powder's pump-truck hose, auger, or other discharge equipment into a blasthole on the blast pattern (the "**Blast Pattern**") at the mine, quarry, construction project, or other Buyer-designated location where blasting activities are performed (the "**Site**"); and (b) EXW (Incoterms 2020), at Seller's designated delivery location ("**Seller's Facility**"), for all other Products, in each case using Austin Powder's standard packaging and shipping methods. The "**Delivery Point**" means the Blast Pattern for Bulk Explosives and Seller's Facility for all other Products. Buyer shall maintain safe and lawful Site conditions and provide all access, permits, information, equipment, labor, and assistance reasonably necessary for delivery. For Bulk Explosives supplied DPU, risk of loss passes to Buyer upon discharge into the Blast Pattern. For all other Products supplied EXW, risk of loss passes upon delivery at the applicable Delivery Point. Delivery at the Delivery Point constitutes Buyer's acceptance of the Products, subject to any applicable warranty rights. Buyer shall promptly receive Products and release transportation equipment and shall reimburse Austin Powder for any demurrage, detention, standby, storage, rescheduling, or similar costs resulting from Buyer's failure to accept delivery or otherwise comply with this Agreement. If Buyer fails to accept delivery, delivery shall be deemed complete, risk of loss shall pass to Buyer, and Austin Powder may store, transport, redirect, return, dispose of, or otherwise handle the Products at Buyer's risk and expense. Austin Powder may make partial shipments without liability. Each shipment constitutes a separate sale. Where Austin Powder arranges freight, transportation, or logistics services, all associated costs shall be borne by Buyer in addition to the Product price. "**Bulk Explosive**" means any Product delivered in bulk form through pumping, augering, pneumatic transfer, or similar bulk-delivery methods rather than in packaged units, including bulk explosives and blasting agents regulated under applicable transportation laws.

3. **QUANTITY**. Except for non-detonator Products or Products subject to regulatory or inventory-control requirements requiring shipment in exact quantities, Austin Powder may deliver five percent (5%) more or less than the quantity stated in the Order Confirmation. Buyer shall accept and pay the Order Confirmation price, adjusted pro rata, for the quantity delivered.

4. **TITLE**. Title to Products passes to Buyer only upon Austin Powder's receipt of payment in full, in cleared funds, of all amounts due for those Products. Notwithstanding that Austin Powder retains title under this Section, risk of loss passes to Buyer in accordance with Section 2 and the applicable Incoterm, and any transportation or freight assistance by Austin Powder is for Buyer's account and does not change when title or risk of loss passes. Until title passes, Buyer shall hold the Products as bailee for Austin Powder, keep them separately identifiable in a magazine or store licensed under the Explosives Act 1957, and shall not sell, transfer, charge or otherwise encumber them, save for their use in Buyer's own blasting operations. The use or consumption of Products before title passes does not affect Buyer's obligation to pay for them. If any payment is overdue, Austin Powder may, subject to the Explosives Act 1957, recover Products to which it retains title, and Buyer irrevocably permits Austin Powder and its licensed personnel to enter the place of storage for that purpose.

5. **PRICE; PAYMENT**. Buyer shall pay the prices stated in the Order Confirmation within 30 days after invoice, in Ringgit Malaysia unless the Order Confirmation specifies another currency permitted under the Foreign Exchange Policy Notices of Bank Negara Malaysia. If no Order Confirmation states a price, Austin Powder's standard price on the purchase date applies unless mutually agreed in writing. Prices exclude all applicable taxes, duties, and governmental charges, which Buyer is responsible for and shall pay. Austin Powder may increase prices, or impose variable, pass-through, or surcharge charges, 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 Buyer's acts or omissions. Overdue amounts accrue from the due date until paid at 1.5% per month or the maximum rate permitted by law, and Buyer shall reimburse Austin Powder's collection costs, including attorneys' fees. Austin Powder may suspend Product delivery if Buyer fails to cure a payment failure within ten (10) days after written notice. Buyer may not withhold payment due to any setoff, claim, or dispute.

6. **INTELLECTUAL PROPERTY**. All intellectual property rights in documents, work product, and other materials delivered to Buyer under this Agreement or prepared by or for Austin Powder in connection with Product sales ("**Intellectual Property Rights**") shall be owned by Austin Powder, and nothing in this Agreement grants Buyer any right, title, or interest in any Intellectual Property Rights except as expressly provided herein.

7. **SITE CONDITIONS; REGULATORY COMPLIANCE**. Buyer is solely responsible, at its expense, for determining, obtaining, maintaining, and complying with all laws, regulations, permits, approvals, licenses, and other governmental requirements relating to the delivery, storage, handling, transportation, use, and possession of Products and conditions at the Site. Buyer shall provide all access, information, authorizations, and cooperation reasonably necessary for Austin Powder to deliver Products at the Site. Without limiting the foregoing, Buyer shall obtain and maintain all permits, approvals, licenses, easements, consents, waivers, and access rights required for delivery of Products at the Site and shall provide copies upon request.

Austin Powder may rely without independent verification on all permits, information, instructions, Site conditions, markings, and other information provided by Buyer. If Austin Powder reasonably determines that delivery to the Site is unsafe, unlawful, or otherwise impracticable due to Site conditions, weather, regulatory requirements, safety concerns, or Buyer actions or omissions, Austin Powder may suspend, delay, modify, or refuse delivery without liability until such condition is remedied. Buyer shall be responsible for all resulting costs, including standby, demurrage, storage, and transportation charges.

8. **ENVIRONMENTAL HARM AND REMEDIATION**. Buyer is solely responsible for: (a) any environmental release arising from the use or detonation of the Products, except to the extent caused by Austin Powder's breach of its express obligations; (b) all legally required release reporting; (c) the characterization, handling, transportation, storage, treatment, and disposal of all waste generated from use of the Products, including debris, overburden, dust, spent materials, packaging, contaminated soil or water, and residues, and Austin Powder shall not be deemed the generator of such waste; and (d) assessing, mitigating, and remediating any environmental impacts resulting from the placement or detonation of Products in blastholes, including contamination, ground disturbance, flyrock, vibration, and noise.

9. **ANCILLARY SERVICES; NON-RELIANCE.** "**Ancillary Services**" means technical advice, consultation, training, Site visits, or other support Austin Powder provides with Product sales. Ancillary Services are incidental, provided as an accommodation, and are not engineering, geological, or blast-design services unless separately agreed in writing. Buyer retains sole responsibility for its operations, blast-site management, Product application, and safety procedures and may not rely on Austin Powder's recommendations for any particular use or application. ANCILLARY SERVICES ARE PROVIDED "AS IS," WITHOUT REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED.

10. **INDEMNIFICATION**. To the fullest extent permitted under applicable law, except to the extent Losses are caused by Austin Powder's gross negligence or willful misconduct (as established by a final and non-appealable judgment or adjudication), Buyer shall indemnify, defend, and hold harmless Austin Powder, its affiliates, and suppliers, and their respective officers, directors, employees, and agents from all claims, costs, and expenses, including reasonable attorneys' fees (collectively, "**Losses**"), including environmental obligations hereunder and damage to third-party and public property, vibration impacts, flyrock, and other blasting-related effects, arising out of or relating to, in whole or in part: (i) Buyer's or its representatives' storage, handling, use, misuse, detonation, or disposal of Products; (ii) Buyer's operations, product selection or application, blast-site management, safety, or implementation of Austin Powder's recommendations or Ancillary Services; (iii) Buyer's failure to accurately describe or disclose Site conditions; (iv) allegations that delivery or use or misuse of Products in accordance with Buyer's instructions, limits, or Site information violated applicable law, regulation, permit conditions, or third-party rights; (v) Buyer's actual or alleged violation of law or regulation; or (vi) Buyer's breach of this Agreement.

11. **DANGEROUS PRODUCTS; ASSUMPTION OF RISK**. Buyer acknowledges that Products, and their storage, handling, use, and application, may be dangerous and involve inherent risks. Buyer warrants that all employees, contractors, other agents to whom Buyer gives Product access (collectively, "**Buyer Personnel**") are fully trained and informed (without reliance on Austin Powder) regarding the storage, handling, use, and application of the Products, including responses to misfired or incompletely detonated Products, and will use the Products safely and in compliance with all applicable laws, regulations, instructions, warnings, and accepted industry practices Buyer acknowledges that it is familiar with and voluntarily assumes all risks associated with the storage, handling, use, and application of the Products, including risks arising from its selection of Products or decision not to purchase alternative products.

12. **ACCIDENTS AND INVESTIGATIONS**. If an incident occurs at Site, parties shall cooperate in good faith on emergency response, investigation, information preservation, and legally required reporting.

13. **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.

14. **LIMITED WARRANTY**. Austin Powder warrants that, at the Delivery Point, Products conform to the applicable Order Confirmation and its stated warranties and specifications or, if none, Austin Powder's applicable written warranty, standard specifications, or website technical data sheets, if any (the "**Limited Warranty**"). "**Nonconforming Products**" means Products that fail to meet the Limited Warranty at the Delivery Point. Site conditions, geology, storage, handling, use, application, Buyer instructions, permit restrictions, and other factors beyond Austin Powder's control may affect Product performance and do not breach the Limited Warranty. EXCEPT FOR THE LIMITED WARRANTY, AUSTIN POWDER MAKES NO EXPRESS OR IMPLIED CONDITIONS OR WARRANTIES, INCLUDING MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHETHER ARISING BY LAW (INCLUDING THE SALE OF GOODS ACT 1957), COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. Austin Powder is not liable for breach of the Limited Warranty unless Buyer gives written notice within ten (10) days after discovering, or when it should have discovered, the nonconformity and permits Austin Powder a reasonable opportunity to verify it. Buyer shall return Nonconforming Products at Austin Powder's expense unless Austin Powder elects in writing to retrieve them. The Limited Warranty excludes Products misused, damaged, improperly stored, handled, tested, installed, repaired, or maintained; used contrary to Austin Powder's instructions; altered or repaired by an unauthorized party; or used with unapproved third-party products or hardware. As Buyer's sole and exclusive remedy, and Austin Powder's entire liability for Nonconforming Products, Austin Powder may, in its sole discretion, replace the Nonconforming Products or defective part, or credit or refund the amount paid at the applicable contract rate. After receiving returned Products, Austin Powder will ship replacement product to the Delivery Point.

15. **LIMITATION OF LIABILITY**. IN NO EVENT SHALL AUSTIN POWDER BE LIABLE TO BUYER AND ITS AFFILIATES FOR LOSS OF USE, REVENUE, PRODUCTIVITY, OR PROFIT; LOSS OF DATA OR DIMINUTION IN VALUE; ADDITIONAL COSTS OR DAMAGES ARISING FROM DOWNTIME, INTERRUPTION, OR OPERATIONAL DELAYS; OR ANY OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF FORESEEABILITY, OR WHETHER 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 LIABILITY ARISING FROM AUSTIN POWDER'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, AUSTIN POWDER'S AGGREGATE LIABILITY TO BUYER AND ITS AFFILIATES SHALL NOT EXCEED THE LESSER OF: (a) AMOUNTS PAID FOR PRODUCTS SOLD HEREUNDER GIVING RISE TO THE CLAIM; (b) AMOUNTS PAID BY BUYER HEREUNDER TO AUSTIN POWDER IN THE TWELVE (12) MONTHS BEFORE THE CLAIM; OR (c) US$500,000.

16. **COMPLIANCE WITH LAW**. Each party shall comply with applicable federal, state, and local laws and regulatory requirements,

maintain all licenses and permits required to perform its obligations, and fully cooperate with the other party's regulatory reporting, inspections, and investigations.

17. **TERMINATION**. Austin Powder may terminate this Agreement upon written notice, if Buyer: (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 commences or becomes subject to any bankruptcy, receivership, or similar proceeding.

18. **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.

19. **CONFIDENTIAL INFORMATION**. Subject to Section 22, 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 as "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. The disclosing party shall be entitled to seek injunctive relief for any violation of this section. 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 Confidential Information.

20. **ANTI-CORRUPTION**. Buyer shall comply, and shall 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. Buyer shall not, directly or indirectly, offer, promise, authorize, or give anything of value to any person to obtain or retain business, secure any improper advantage, or otherwise violate such laws. Buyer shall promptly notify Austin Powder of any actual or suspected breach or violation. Buyer shall maintain accurate books and records and adequate controls relating to compliance with this Section. Upon reasonable prior notice during normal business hours, Austin Powder may audit Buyer's books and records to verify compliance with this Agreement and applicable law, and Buyer shall reasonably cooperate with such audit. Austin Powder may immediately suspend performance or terminate this Agreement upon notice for any suspected violation.

21. **NO RESALE; EXPORT CONTROL**. Without limiting Buyer's other compliance obligations, Buyer shall not resell, distribute, export, reexport, transship, or otherwise transfer any Products without Austin Powder's prior written consent. Upon request, Buyer shall provide end-use certifications and other documentation. Buyer represents and warrants that it will comply with all applicable laws and regulations governing the resale, distribution, export, reexport, transshipment, or other transfer of Products, including those of the United States and any other jurisdiction with authority over the transaction. Such laws expressly include the U.S. Export Administration Regulations, International Traffic in Arms Regulations, and U.S. sanctions laws enforced by the U.S. Office of Foreign Assets Control. Buyer agrees that it will not, directly or indirectly, sell, export, reexport, trans-ship, or otherwise provide the Products to any individual, entity, destination, or for any use prohibited by such laws and regulations or without obtaining all required authorizations from the appropriate governmental authorities. Any breach of this Section shall constitute a material breach of this Agreement.

22. **DATA COLLECTION AND USE**. Buyer acknowledges that Austin Powder may collect (including through the use of drones and other imaging technologies, to which the Buyer hereby consents), use, process, store, and create derivative works from data and recordings relating to the Site, Ancillary Services, and the Products (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 Buyer 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.

23. **FORCE MAJEURE**. Neither party is liable for, or in breach because of, any failure or delay in performance, other than Buyer'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 materials or its ability to obtain or transport materials or equipment for the Products, Austin Powder may eliminate affected quantities from this Agreement and allocate available supply among its own manufacturing requirements and customer commitments as it considers fair and equitable; Austin Powder will not be in breach for any resulting curtailed deliveries.

24. **ASSIGNMENT**. Buyer 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 Buyer's consent, including to an affiliate or in connection with a reorganization, merger, or sale of assets. Any unauthorized assignment or delegation by Buyer is void and does not relieve Buyer of its obligations.

25. **THIRD-PARTY BENEFICIARIES**. This Agreement benefits only the parties and their respective successors and permitted assigns. No other person or entity has any right, benefit, or remedy under this Agreement.

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

27. **GOVERNING LAW AND VENUE; JURY TRIAL WAIVER**. This Agreement is governed by Malaysian 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 courts of Malaysia for any related action. Each party irrevocably and unconditionally waives, to the fullest extent permitted by law, any right to a jury trial.

28. **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, electronic transmission, or registered post with delivery confirmation. Notices are effective upon receipt if delivered in accordance with this Section.

29. **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.

30. **SURVIVAL**. Termination or expiration does not affect accrued rights or obligations. Payment and collection rights; title, risk of loss, liens, security interests, and proceeds; intellectual property; Site, regulatory, environmental, indemnification, insurance, warranty, remedy, liability, compliance, confidentiality, export-control, anti-corruption, data-use, and governing law provisions; and provisions that by their nature should survive, survive termination or expiration.

31. **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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