AUSTIN POWDER

General Terms and Conditions for the Sale of Products in Canada

1. **APPLICABILITY**. These General Terms and Conditions for Sale of Products in Canada ("**Product Terms**") govern Austin Powder's sale of products and equipment ("**Products**") and provision of Ancillary Services by the applicable Austin Powder entity identified in the Order Confirmation ("**Austin Powder**") to the buyer identified therein ("**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 a designated delivery location of Austin Powder or one of its affiliates ("**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 passes to Buyer upon delivery at the Delivery Point; any transportation or freight assistance by Austin Powder is for Buyer's account and does not change when title or risk of loss passes. As security for payment, Buyer grants Austin Powder a security interest in all of Buyer's right, title, and interest in Products, wherever located, including all accessions, replacements, modifications, and proceeds (including insurance proceeds). Austin Powder may register, lodge, file or perfect any builders' lien, mechanics' lien, construction lien, warehousing lien, legal construction hypothec or similar right available under Applicable Law, or a security interest, to secure amounts due under this Agreement, and Buyer shall execute documents reasonably requested to evidence or perfect those rights.

5. **PRICE; PAYMENT**. Subject to any prompt-payment, holdback, trust and adjudication requirements set out in prompt payment legislation forming part of Applicable Law, Buyer shall pay the prices stated in the Order Confirmation within twenty-eight (28) days after the invoice date, or within the time required by such legislation. To the extent that such legislation applies, nothing in this Agreement shall exclude, restrict or otherwise derogate from any right or obligation under such legislation. In the event of any conflict or inconsistency between this Agreement and such legislation, such legislation shall prevail to the extent of such conflict or inconsistency. If no Order Confirmation states a price, Austin Powder's standard price on the purchase date applies unless mutually agreed in writing. Unless expressly stated otherwise in the Order Confirmation, prices are in Canadian dollars and exclude any goods and services tax, or harmonized sales tax, levied under the Excise Tax Act (Canada), or any tax levied under the Act respecting the Québec sales tax, that are payable by Buyer in respect of the Products or Ancillary Services, as applicable, and other sales taxes required to be collected, which shall be separately stated on invoices. Prices also exclude applicable duties and other governmental charges, which Buyer is responsible for and shall pay. Austin Powder may increase prices, 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 Buyer's acts or omissions. Overdue amounts accrue interest from the due date until paid at 18% per annum, calculated monthly at 1.5% per month, or the maximum rate permitted by Applicable Law, and Buyer shall reimburse Austin Powder's collection costs, including legal fees and disbursements. 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 Applicable Law 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 under Applicable Law, 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 release reporting required by Applicable Law; (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 except where Applicable Law expressly assigns generator status to Austin Powder; 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, 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 legal fees and disbursements (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 or third-party rights; (v) Buyer's actual or alleged violation of Applicable Law; 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, and 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 Applicable Law, 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 the Site, the parties shall cooperate in good faith on emergency response, investigation, information preservation, and reporting required by Applicable Law.

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. Each party shall maintain any insurance and workers' compensation registration or coverage required of it by Applicable Law and provide available evidence of good standing or clearance reasonably requested by the other party.

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 WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHETHER ARISING BY LAW, 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 Products 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) $500,000. Buyer waives any claim not commenced within twelve (12) months after it accrues.

16. **COMPLIANCE WITH LAW**. Each party shall comply with Applicable Law, maintain all licenses and permits required to perform its obligations, and fully cooperate with the other party's regulatory reporting, inspections, and investigations. For the purposes of these Terms, "**Applicable Law**" means all statutes, regulations, by-laws, rules, codes and ordinances, common law and equity, and all judgments, orders, administrative interpretations, guidelines, policies, standards, protocols and other requirements of governmental authorities, including registrations, certificates, permits, licences, approvals, consents and their conditions, in each case as applicable from time to time to the Site, the Products, the Ancillary Services or either party's activities or obligations under this Agreement, including the laws of the jurisdiction where the Products are delivered or used or the Ancillary Services are performed. Without limitation, Applicable Law includes, to the extent applicable, the *Explosives Act* (Canada), the *Explosives Regulations*, 2013, the *Transportation of Dangerous Goods Act*, 1992 (Canada) and its regulations, and occupational health and safety, mining and environmental legislation applicable to the Site or the relevant activity.

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. Nothing in this Section prohibits disclosure required by Applicable Law or to a regulator, subject to privacy requirements under Applicable Law and appropriate confidentiality safeguards.

20. **ANTI-CORRUPTION**. Buyer shall comply, and shall cause its directors, officers, employees, and agents to comply, with all anti-bribery and anti-corruption requirements under Applicable Law, including the *Corruption of Foreign Public Officials Act* (Canada), applicable anti-corruption provisions of the *Criminal Code* (Canada), and the *U.S. Foreign Corrupt Practices Act*, to the extent applicable. 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 Section and anti-corruption requirements under 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. Any audit shall comply with privacy requirements under Applicable Law and shall not require disclosure of legally privileged information.

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 requirements under Applicable Law governing the resale, distribution, export, reexport, transshipment, or other transfer of Products, including export control and trade sanctions requirements. Buyer represents and warrants to Austin Powder that none of the transactions contemplated by this Agreement violates any sanctions or sanctions laws forming part of Applicable Law. Buyer agrees that it will not, directly or indirectly, sell, export, reexport, transship, or otherwise provide the Products to any individual, entity, destination, or for any use prohibited by such requirements or without obtaining all required authorizations from the appropriate governmental authorities. Buyer shall not use any Ancillary Services or related technical information provided by Austin Powder in violation of such requirements. Austin Powder may suspend performance or terminate this Agreement upon notice of any actual or suspected violation. 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 all privacy and data protection requirements under Applicable Law in connection with the collection, use, disclosure, processing, storage, retention, transfer and disposal of personal information under this Agreement. 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**. This Agreement is governed by Applicable Law consisting of the laws of the Canadian province or territory in which the relevant Site is located and the federal laws of Canada applicable therein, 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 that province or territory for any related action.

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 certified mail 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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