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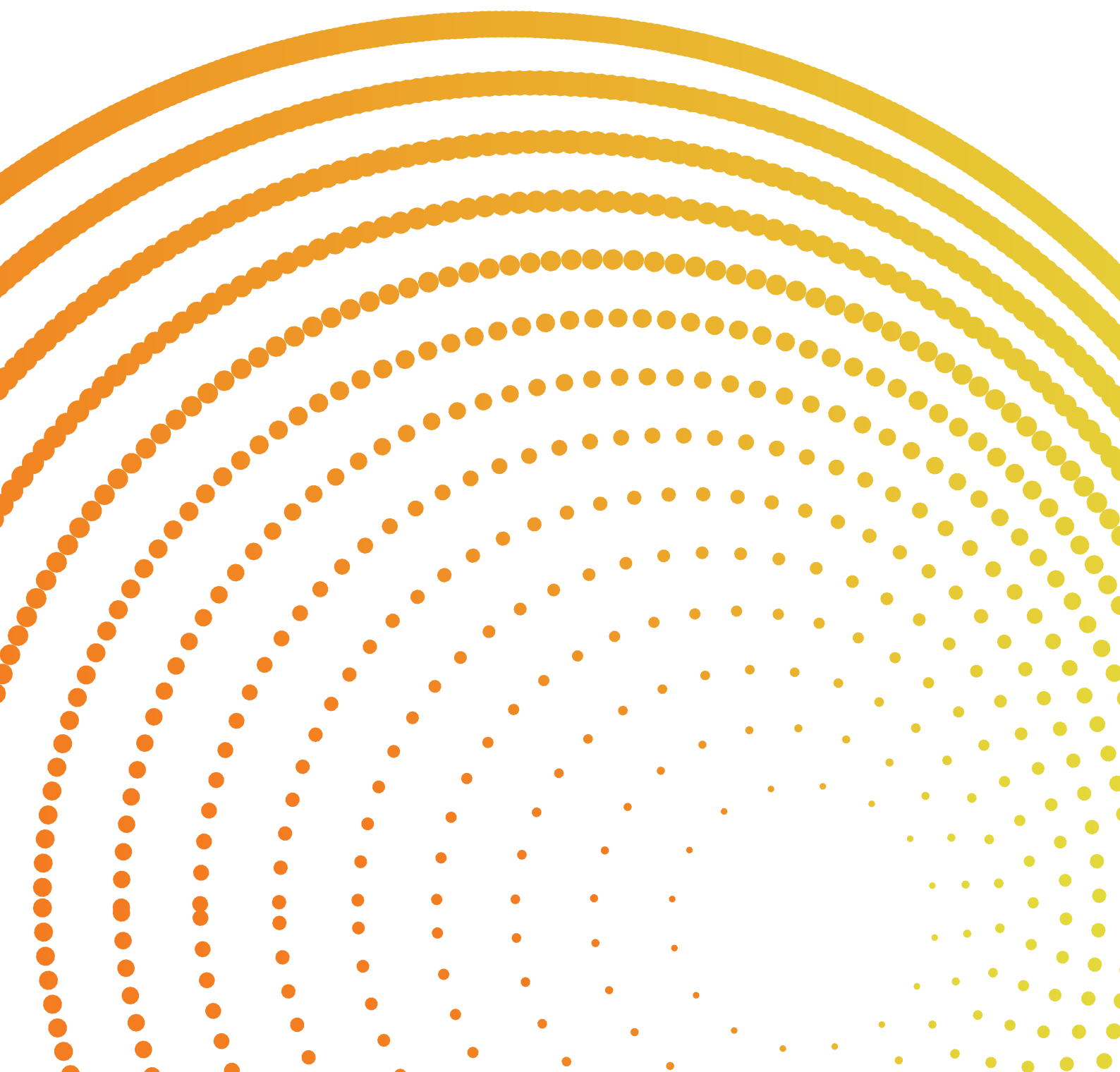
# Terms and Conditions for Purchase of Goods and/or Services

**MOLYCOP**

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**Molycop Legal – Australia**

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## Terms and Conditions for Purchase of Goods and/or Services

**Effective 1 July 2025**

### 1. Agreement to Sell Goods and/or Services

- 1.1 The Supplier agrees to sell and the Company agrees to buy the Goods and/or the Supplier agrees to provide the Services which the Company agrees to accept, on and subject to the Contract.

### 2. Delivery, Acceptance and Title – Goods

- 2.1 The Supplier must deliver the Goods to the Delivery Point by the Delivery Means on the Delivery Date (or earlier with the Company's prior written consent).
- 2.2 Each delivery must be accompanied by delivery dockets marked with the Order number, product description and the quantity of Goods.
- 2.3 Title to and risk in the Goods will pass from the Supplier to the Company on Delivery of the Goods.
- 2.4 Prior to accepting the Goods, the Company may reject the Goods if the Company (acting reasonably) considers any of the Warranties are untrue or have been breached or the Goods do not otherwise comply with the terms of the Order. The Company accepts the Goods if:
- (a) it advises the Supplier in writing that the Goods have been accepted (but signing for delivery does not constitute acceptance);
  - (b) it has not rejected the Goods within 30 (calendar) days from the date of receipt at the relevant Company Site; or
  - (c) it uses the Goods in a manner that materially changes their condition.
- 2.5 The Company's acceptance of the Goods will not preclude or prejudice any rights, powers or remedies the Company may have as a result of a breach of any of the Warranties or any other provision of these terms and conditions.

### 3. Performance of Services

- 3.1 The Supplier must perform all Services in accordance with the Order and these terms and conditions by the Completion Date.

### 4. Variations

- 4.1 Unless both parties have agreed in writing, the terms and conditions of the Contract cannot be varied.
- 4.2 Either party may in writing propose a Variation to vary the Scope of Work.
- 4.3 If either party requests a Variation, the Supplier must prepare and send a proposal to the Company within seven (7) days after initiating or receiving this request. The proposal must include the effect on the supply of

the Goods or Services and a detailed breakdown of the increase or decrease in the Purchase Price as a result of the Variation.

- 4.4 The Supplier must not commence work and will not be entitled to any payment in relation to the Variation until the Company has confirmed it agrees to the proposed Variation in accordance with the proposal.

### 5. Purchase Price and Invoicing

- 5.1 Unless otherwise set out in the Contract, the Purchase Price includes:
- (a) for Goods, all freight costs up to the Delivery Point, transit insurance and all other charges payable in connection with the sale of the Goods; and
  - (b) for Services, all costs and expenses associated with the provision of the Services, and all taxes (except GST), duties, imposts and levies payable under the laws of any relevant jurisdiction.
- 5.2 The Supplier may only issue invoices for Goods after Delivery of those Goods and for Services after completion of those Services (in all cases in accordance with the Contract) and must only send one copy of each invoice to the Company.
- 5.3 All such invoices must be issued to the contact person nominated by the Company in the Order (or as otherwise notified by the Company) and include at least the Order number, description of the Goods and/or Services, the quantity of Goods and date of Delivery of the Goods or performance of the Services and be dated the date the invoice is sent to the Company.
- 5.4 Subject to clause 4.7, the Company must pay the Purchase Price within 30 days after the end of the month in which the Supplier's invoice, issued in accordance with clause 5.2, is received by the Company.
- 5.5 If GST applies to the supply of Goods or Services under the Contract, the Supplier may subject to the issue of a valid Tax Invoice, recover from the Company the relevant amount of GST in addition to the Contract Price.
- 5.6 Other than GST, the Supplier will be responsible for paying all other Taxes on the Goods or the Services. The Supplier must provide documentary evidence of the payment of those Taxes if made on behalf of the Company.



## 6. Supplier Obligations – Goods

### 6.1 The Supplier must:

- (a) properly carry out all testing and quality assurance procedures, and provide to the Company all test certificates, required by the Order or as otherwise requested by the Company;
- (b) properly pack and protect the Goods to prevent damage during transit and upon Delivery;
- (c) ensure that all packaging and protective coatings are safe and will not in any way affect the condition of the Goods;
- (d) ensure that all packaging, labelling and transport of the Goods complies with all laws of any relevant jurisdiction, and where applicable, with relevant Australian and other recognised standards;
- (e) ensure that the Goods (and each sub-package of the Goods) are clearly addressed to the Delivery Point and that each sub-package is marked with the product description and quantity of the Goods contained in it;
- (f) enclose one copy of the packing list within each package of the Goods;
- (g) clearly state whether any Goods contain asbestos or other hazardous substances and, prior to delivery of any such goods, provide Material Safety Data Sheets in respect of such goods in the form required by the Company from time to time; and
- (h) on reasonable notice provide and procure for the Company (and its representatives) full access to all premises and locations to allow the Company to inspect the Goods at any time prior to their Delivery.

## 7. Supplier Obligations – Services

### 7.1 The Supplier must:

- (a) perform the Services at the Services Location:
  - (i) in a competent, proper and workmanlike manner in accordance with good industry practice;
  - (ii) exercising a reasonable standard of skill, diligence, knowledge, judgement and care;
  - (iii) in a manner that is safe to both people and the environment assessed against the higher of industry best practice and legislative requirements;
  - (iv) using its best endeavours so as not to interfere with any activities of any other person at any Company premises or the Services Location; and
- (v) so as to minimise delays in the performance of the Services;
- (b) supply and maintain, at its own cost, everything the Supplier requires in order to provide the Services in accordance with the Order including all personnel, goods, materials and authorisations; where the Supplier provides the Services through its employees, agents or

permitted sub-contractors, ensure that such personnel are suitably qualified and competent;

- (c) ensure that all equipment used by the Supplier in performing the Services is maintained in a reasonable condition and complies with and is used in accordance with all relevant laws, regulations and other governmental requirements; and
- (d) pay all of the Supplier's employees and sub- contractors on time.

### 7.2 The Supplier must notify the Company on completion of the Services.

## 8. Supplier Obligations – General

### 8.1 The Supplier must (and must ensure that its officers, employees, agents and contractors), in relation to the provision of the Services and the supply of Goods, at the Supplier's cost:

- (a) provide the Company with all reasonably requested information;
- (b) comply with all the Company safety, health and environmental policies made available to the Supplier from time to time;
- (c) comply with all applicable laws, regulations and other governmental requirements;
- (d) comply with all reasonable directions and requirements of the Company (including all site conditions made available by the Company);
- (e) remedy any environmental damage or degradation resulting from the Supplier's actions or omissions;
- (f) take reasonable care to protect against damage or loss to all property on the Services Location and/or the Company premises and comply with the Company's reasonable requirements relating to the protection of such property;
- (g) maintain and make available to the Company sufficient records to enable the Company to verify all invoices; and
- (h) ensure that the Warranties are and remain true and correct at all times.

### 8.2 The Supplier is responsible for all acts or omissions of the Supplier's officers, employees, agents and contractors in relation to the provision of the Services and supply of the Goods.

## 9. Warranties and Remedies

### 9.1 The Supplier warrants that:

- (a) the Supplier is the legal and beneficial owner of the Goods and has the right to sell the Goods to the Company free from all mortgages, charges,
- (b) encumbrances, liens and other third party rights and claims;
- (c) the delivery of the Goods and performance of the



Services complies with all applicable laws, regulations and other governmental requirements;

- (d) the Goods are new, free from defects, of merchantable quality and fit for the purposes for which the Goods would ordinarily be used and any other purposes notified by the Company to the Supplier;
- (e) the Goods conform with any specifications provided by the Company and the Services comply with the Company's specified requirements;
- (f) the Services are fit for the purposes for which they would ordinarily be required and any other purposes notified by the Company to the Supplier and will achieve any results specified in the Order;
- (g) if the Supplier is not the manufacturer, the Goods conform with the manufacturer's specifications;
- (h) there are no terms, conditions or restrictions which will become binding on the Company as a result of the sale of the Goods to the Company or the use of the Goods by the Company or the resale of the Goods by the Company; and
- (i) all information about the Goods given to the Company by or on behalf of the Supplier is true and correct in all material respects and is not misleading in any respect.

**9.2** If the Supplier breaches any Warranties or the Company rejects any Goods under clause 2.4, then at the Company's discretion and upon demand from the Company, the Supplier must (as applicable) at the Supplier's cost and expense:

- (a) repair or modify the Goods to the Company's reasonable satisfaction;
- (b) replace the Goods;
- (c) re-perform part or all of the Services; and/or
- (d) refund any amount paid by the Company to the Supplier in relation to the Goods and/or Services.

**9.3** The Supplier's obligations under this clause 9 shall continue for at least 12 months after the Goods are first received at the Company Site.

## **10. Liability and Indemnities**

**10.1** The Supplier will indemnify the Company against any liability and any loss or damage to persons or property arising out of or in connection with the Supplier's negligent acts or omissions in relation to the Contract, except to the extent that liability or loss or damage arises out of the Company's negligent acts or omissions.

**10.2** Neither party will be liable to the other party in any circumstances for any Excluded Loss.

**10.3** Subject to clause 10.4, the Supplier's total liability to the Company in connection with the Contract is limited to the Purchase Price paid or payable under the Contract.

**10.4** The liability cap and exclusion in clauses 10.2 and 10.3 does not limit or exclude the Supplier's liability:

- (a) illness, injury or death of any person;
- (b) under clauses 12 (Intellectual Property) and 13 (Confidential Information);
- (c) in cases of fraud, wilful misconduct or illegal or unlawful acts; or
- (d) in relation to any loss:
  - (i) which is recoverable; or
  - (ii) would have been recoverable, but for an act or omission by the Supplier or the Supplier's Personnel; under an insurance policy (up to the sum insured as required by the Contract).

## **11. Insurance**

**11.1** Without limiting the Supplier's liability under the Order, the Supplier must obtain and maintain, from solvent and reputable insurers, the following insurance policies:

- (a) public and products liability insurance in the amount of AUD\$20 million for any one loss or occurrence (from the date of the Order until the time when the Supplier has complied with all of its obligations under the Contract);
- (b) where professional services or consultancy services are being provided as part of the Services, professional indemnity insurance in the amount of AUD\$5 million for any one loss or occurrence (from the date of the Contract and for a period of 6 years after the Supplier has complied with all of its obligations under the Order); and
- (c) where Goods are to be delivered to the Company's premises, third party motor vehicle insurance in the amount of A\$10 million for any one loss or occurrence (from the date of the Order until the time when the Supplier has complied with all of its obligations under the Order).

## **12. Intellectual Property**

**12.1** If the Supplier is manufacturing or procuring the manufacture of the Goods and the Goods are required to be manufactured or fabricated to the Company's specifications or special requirements (and are not goods of the type ordinarily manufactured by the Supplier or the Supplier's sub-contractors) the Company will be entitled to own all Project IP of any kind that arises as a result of, or in the course of, the design or manufacture of the Goods.

**12.2** If the Services are required to be performed to the Company's specifications or special requirements the Company will be entitled to all Project IP of any kind that arise as a result of, or in the course of, the performance of the Services.



**12.3** The Supplier grants the Company a perpetual, non-exclusive, worldwide, sub-licensable and royalty free licence to use its Background IP to the extent necessary to fully:

- (a) own, operate, repair and maintain the deliverables under the Contract; and
- (b) enjoy and exercise the Company's rights with respect to the Project IP.

**12.4** The Supplier warrants that the supply of the Services and Goods to the Company, the use of the Goods by the Company or any resale of the Goods by the Company will not infringe the Intellectual Property Rights of any person and the Company will not have to pay any licence fee, royalty or other amount to any person in connection with the Services or Goods.

### **13. Confidential Information**

**13.1** Each party undertakes that it will not, either during the performance of the Contract or at any time thereafter (except to the extent necessary to comply with its obligations under the Contract), disclose to any person any information of or relating to the other party of which it has become possessed as a result of the Contract.

**13.2** The parties must not publish alone or in conjunction with any other party or organisation any information, drawing or photograph concerning the Contract, proposal or supporting documentation except with the other party's written consent.

**13.3** Nothing in the Contract prohibits disclosure of information which:

- (a) is in the public domain otherwise than as a result of a breach of this clause 13;
- (b) is received from a third party provided that it was not acquired directly or indirectly by that third party as a result of a breach of this clause 13;
- (c) is required to be disclosed by law or government authority having authority over a party; or
- (d) is for the purposes of providing legal advice.

### **14. Termination and Suspension**

**14.1** The Company may terminate the Contract immediately by written notice if the Company determines:

- (a) the Supplier has breached a provision of the Contract and such breach is incapable of remedy, or such breach is capable of remedy and the Supplier fails to remedy the breach within 14 days after receiving a notice from the Company requiring it to do so;
- (b) that the Supplier has breached the Molycop Supplier Code of Conduct;

(c) that the Supplier or the Supplier's Personnel has breached any applicable Sanctions;

(d) the Contract violates any applicable Sanctions;

(e) that the Supplier or the Supplier's Personnel has breached any Applicable Anti Bribery and Corruption Laws; or

(f) the Supplier has not declared a conflict of interest that would result in a detriment to the Company.

**14.2** In addition to its rights under clause 14.1, the Company may at its option and without cause:

(a) in relation to Goods, at any time up to 14 days prior to the Delivery Date terminate all or any part of a Contract by notice in writing to the Supplier; and

(b) in relation to Services, terminate all or any part of the Order or suspend the performance of the Services (or any part of them) for up to six (6) months by notice in writing to the Supplier;

and upon such termination or suspension, the Company has no obligations except for those set out in clause 14.3.

**14.3** For the purposes of clause 14.2, in the case of a Contract for Goods that is terminated:

(a) if the Goods are goods ordinarily supplied by the Supplier, the Company will be under no obligation whatsoever to pay any money to the Supplier;

(b) if the Goods have been manufactured or fabricated to the Company's specifications or special requirements (and are not goods ordinarily supplied by the Supplier), then upon receipt of the notice of termination under clause 14.2, the Supplier must:

(i) immediately cease manufacture or fabrication of the Goods (unless otherwise instructed by written notice from the Company at or after the time of receipt of the notice of termination); and

(ii) do everything possible to mitigate any cost incurred by the Supplier upon such cancellation; and

(iii) where the Goods are of the type referred to in clause 14.3(b), the Company must pay to the Supplier, in full and final satisfaction of all of the Supplier's rights against the Company, the reasonable actual direct costs incurred by the Supplier in connection with the manufacture or fabrication of the Goods prior to the effective date of termination less any mitigated costs and resale proceeds;

(iv) in the case of a Contract for Services that is terminated, the Company will pay the Supplier a fair and reasonable amount calculated by the Company for the Services performed up to receipt of the notice of cancellation, taking into account the actual direct costs reasonably incurred by the Supplier to that time and reasonable demobilisation costs.



**14.4** For the avoidance of doubt, the Company's only liability in relation to the termination of a Contract under this clause 14 is as set out in clause 14.3 above and the Company is not liable to the Supplier for any indirect or consequential costs (including loss of profits or opportunity costs).

**14.5** Title to any Goods (and any raw materials and unfinished Goods) in respect of which the Company makes any payment under clause 14.3(b)(iii) passes to the Company on the making of that payment.

## **15. Supplier Code of Conduct**

The Supplier warrants that it has read and will at all times comply with the Molycop Supplier Code of Conduct, as amended from time to time. The current version of may be found at [Suppliers Code of Conduct / Molycop](#).

## **16. Anti Bribery and Corruption**

**16.1** Without limiting the generality of clause 14.1, the Supplier acknowledges that bribery and corruption are strictly prohibited under the Applicable Anti Bribery and Corruption Laws.

**16.2** The Supplier warrants to the Company that it will comply with, and will ensure that its employees, contractors and other agents comply with, all of the provisions of the Applicable Anti Bribery and Corruption Laws in connection with the conduct of Supplier and its business.

## **17. Sanctions**

**17.1** The Supplier further warrants that neither the Supplier nor any of its directors or officers is, nor to the knowledge of the Supplier, are any of its Personnel:

- (a) listed on, or owned or controlled directly or indirectly, by any persons identified on:
- (i) the "Consolidated List" maintained by the Australian Sanctions Office of the Australian Department of Foreign Affairs and Trade ("DFAT");
- (ii) the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC"), or owned or controlled directly or indirectly by any person for the benefit of any country or territory, person or entity with respect to which United States persons are prohibited from doing business under any law, regulation or executive order administered pursuant to the OFAC regulations or which are otherwise subject to any United States sanctions administered by OFAC, or subject to any similar sanctions or measures imposed by the United Nations, the European Union or the United Kingdom ("Sanctions") or any similar list maintained by the United Nations, the European Union or the United Kingdom;

(b) located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions; or

(c) has in the past directly or indirectly supported or facilitated any person, government, entity or project subject to Sanctions, and this warranty continues to apply for the term of this Contract. The Company may, without limiting any of its rights arising under the Contract, or otherwise and without any liability to Supplier or any of Supplier's affiliates, immediately terminate the Contract if the Supplier is in breach of this warranty at any time.

## **18. Forced Labour or Slavery**

**18.1** The Supplier warrants that it:

- (a) has thoroughly investigated its labour practices, and those of its personnel, to ensure that there is no Forced Labour or Slavery used anywhere in its business or by any of your personnel;
- (b) has put in place all necessary processes, procedures, investigations and compliance systems to ensure that the warranties made in this GC will continue to be the case at all times; and
- (c) has taken, and will take in the future, all necessary actions and investigations to validate the warranties made in this clause 18.

## **19. Conflict of Interest**

**19.1** The Supplier must, and must ensure the Supplier's Personnel declare any potential, perceived or actual conflict of interest, prior to entering into the Contract with the Company, and in any event, as soon as such conflict of interest comes to the Supplier's attention.

## **20. Disputes**

**20.1** If a dispute arises under or in connection with the Contract, the parties agree to use reasonable efforts to resolve the dispute. Nothing in this clause 20 precludes a party from applying for urgent injunctive relief from a court.

**20.2** If after 30 days from the initial meeting to resolve the dispute, a resolution has not been found, either party may escalate the dispute to legal proceedings. Despite any ongoing dispute, both parties must continue to perform its obligations under the Contract.

## **21. Miscellaneous**

**21.1** Unless an Order is placed pursuant to an existing contract between the parties which provides for the placing of purchase orders, this Order and resultant Contract comprises, the whole contract between the parties about its subject matter and prevails over any terms and conditions put forward by the Supplier at any time.





**21.2** The Contract is governed by the laws of the jurisdiction of the Australian state of the Company's address specified in the Order. The courts of that jurisdiction will have exclusive jurisdiction in connection with the Contract and the parties submit to the jurisdiction of those courts.

**21.3** The Supplier must not assign or novate its rights and obligations under the Contract without the prior written consent of the Company. The Company may assign any or all of its rights and obligations under this Contract.

## 22. Definitions

### In the Contract:

**"Applicable Anti Bribery and Corruption Laws"** means any law applicable to the Company, Supplier or the activities described in the Contract that relates to the prohibition of bribery or corruption including, but not limited to:

- a. *Australian Criminal Code 1995 (Cth) and the Crimes Legislation Amendment (Combatting Foreign Bribery) Act 2024 (Cth);*
- b. *United States Foreign Corrupt Practices Act; and*
- c. *United Kingdom Bribery Act 2010, the Canadian Criminal Code and the Canadian Corruption of Foreign Public Officials Act;*

**"Business Day"** means a day on which the Company is ordinarily open for business in the jurisdiction that applies to the Order;

**"Company"** means the Molycop company entity specified in the Order (or, where a business name is specified, the Company entity that carries on business under that business name) and, where more than one Company entity is party to the Order, includes all or any of them as appropriate;

**"Company Site"** means the site owned or occupied by the Company which shall be the ultimate destination for the Goods;

**"Completion Date"** means the date for completion of the Services specified in the Contract;

**"Contract"** means the Order, these terms and conditions, the Scope of Work and any other documents annexed to the Order or specifically incorporated by reference (which in the event of any inconsistency, are to be construed in this order);

**"Delivery"** or **"Delivered"** means delivery or delivered to the Delivery Point by the Delivery Means; **"Delivery Date"** means the date for delivery specified in the Contract or if not so specified, the last day of the applicable lead time period;

**"Delivery Means"** means instructions for delivery specified in the Contract;

**"Delivery Point"** means the unloading point specified in the Contract;

**"Excluded Loss"** means loss of revenue and profit (other than revenue or profit derived directly from payments for the Goods and/or Services under the Contract); loss or denial of opportunity; loss of or damage to goodwill; loss of reputation; loss of anticipated savings; loss of use or corruption of software, data or information; and all other loss which is indirect, remote or unforeseeable loss;

**"Forced Labour or Slavery"** means "slavery" and "forced labour" as these terms are defined by the International Labour Organisation (ILO) from time to time, including in any present or future ILO conventions;

**"Goods"** are specified in the Contract, or if not so specified means the goods referred to in the Contract or any goods that may be supplied in the course of performing the Services;

**"GST"** has the meaning given to that term in the GST Law;

**"GST Law"** has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;

**"Intellectual Property Rights"** includes the protected rights attaching to inventions, patents, registered designs, trademarks, copyright, circuit layouts and confidential information;

**"Molycop Supplier Code of Conduct"** has the meaning given in clause 14 and is available at [Suppliers Code of Conduct / Molycop](#);

**"Order"** means a Company purchase order to which these terms and conditions are attached or referred to in, together with any Scope of Services or other enclosure attached or referred to in a purchase order;

**"Personnel"** means directors, officers, employees, representatives, contractors and agents;

**"Project IP"** means all Intellectual Property Rights (present or future) created, discovered or coming into existence as a result of, for the purpose of, or in connection with, the provision of any Goods or Services or the Contract;

**"Purchase Price"** means the amount specified in or calculated in accordance with the Contract;

**"Sanctions"** has the meaning given in clause 13.3(a);

**"Scope of Work"** means the scope for the provision of Goods and/or Services attached to or referred to in the Order;

**"Services"** as specified in the Order, or if not so specified means the services referred to in the Order;

**"Services Location"** means the location for performance of the Services as set out in the Contract;

**"Supplier"** means the supplier of the Goods and provider of the Services;

**"Taxes"** means the GST and any and all present and future sales, use, personal, property, real property, value added, goods and services, turnover, stamp, documentary, interest equalisation, business, occupation, excise, income, corporation, profits, gains, gross receipts, or other taxes, fees, withholdings, imposts, levies, duties or other charges of any nature whatsoever or whensoever imposed (other than taxes on our net income) by any government, governmental, semi-governmental or other relevant authority, together with any penalties, fines or interest thereon or similar additions, imposed, levied or assessed or otherwise payable;

**"Tax Invoice"** has the meaning given in GST Law;

**"Variation"** means any modification, addition, omission, or other variation to, in or from the Goods or Services in accordance with clause 4; and

**"Warranties"** means the warranties provided by the Supplier to the Company under these terms and conditions together with any warranties implied by law.



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