MACHINELIFE
LIFE IMPROVEMENT OF MINING MACHINERY

TERMS & CONDITIONS
OF SALE

These terms and conditions shall apply to the provision of all Goods and Services by MachineLife Ltd. ("Seller").

1. **Applicability of Terms and Conditions.** Unless otherwise expressly set forth on the face of the purchase order (the "Purchase Order") placed by the customer ("Customer") and accepted and confirmed by Seller, these terms and conditions of sale (these "Terms") are the only terms which govern the sale of goods and services (the "Goods" and "Services," respectively) covered by the Purchase Order. These Terms and the Purchase Order together constitute the "Agreement" and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, including but not limited to any terms and conditions of purchase proposed by the Customer and/or attached to the Purchase Order.

2. **Acceptance.** Seller's acceptance of the Purchase Order is expressly conditioned on Customer's acceptance of these Terms. Acceptance by the Customer of the Goods and Services from Seller also constitutes Customer's acceptance of these Terms.

3. **Delivery Terms for Goods; Responsibility and Risk.** Unless otherwise specified on the face of the Purchase Order, delivery of the Goods will be made F.O.B. Littleton, Colorado, U.S.A., if delivered domestically in the U.S., or FCA U.S. port (Incoterms 2020) if delivered outside of the U.S. The Goods will be made available for shipment within a reasonable time after Seller's receipt and written confirmation of the Purchase Order signed by Customer, using Seller's standard methods for packaging and shipping of Goods. Title to Goods and risk of loss will transfer from Seller to Customer upon Seller's deposit of the Goods with the shipping carrier. Seller shall not be liable for any delays, loss, or damage in transit. All prices set forth on the Purchase Order are exclusive of shipping costs. Customer acknowledges that Seller will prepay shipping charges and all such charges will be invoiced to Customer if Seller is responsible for shipping. Customer shall make any claims for damage in transit directly with the carrier, noting any damaged containers or other evidence of damage at the time of Customer's receipt. Seller shall not be liable for any non-delivery of Goods unless non-delivery is caused by Seller's negligence and unless Customer gives written notice to Seller of the non-delivery within 45 days of the date when the Goods would in the ordinary course of events have been received. Any liability of Seller for non-delivery of the Goods pursuant to the previous sentence shall be limited to replacing the Goods within a reasonable time or adjusting the invoice the respecting Goods to reflect the actual quantity delivered.

4. **Terms for Services.** With respect to the Services, Customer shall (i) cooperate with Seller in all matter relating to the Services and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) provide such Customer materials or information as Seller may reasonably request to carry out the Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

5. **Payment Terms.** Seller shall deliver an invoice with respect to the applicable Goods and Services, including in such invoice the final itemized purchase price and any taxes that are required to be remitted to Seller. Customer agrees to pay Seller the invoiced purchase price and any applicable itemized tax amounts in full on or before the payment due date set forth in the invoice and pursuant to the payment method set forth in the invoice. Any amount due to Seller which remains unpaid after the payment due date set forth in the invoice will bear interest daily at 18.0% APR or the highest rate permissible under applicable law. Seller reserves the right to require payment as a condition to shipment if such payment method is specified in the Purchase Order or at any time Customer has a past due balance outstanding. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods or performance of any Services if Customer fails to pay any amounts when due hereunder. Customer agrees to pay for all costs related to collection of any unpaid balance, including, without limitation, attorney fees, court costs, and collection fees.

6. **Taxes.** Unless specified on the Order Acknowledgement, seller prices do not include sales, use, excise, or other taxes. Customer will be responsible for paying any such taxes which are due. If any tax amounts are itemized in the Purchase Order, such amounts are estimates only, and final amounts with respect to such taxes, if such taxes are required to be admitted to Seller, will be itemized in Seller's final invoice and Customer hereby agrees to remit all such final tax amounts to Seller.

7. **Disputes and Returns.** In the event that the Customer disputes any item on an invoice from Seller, the Customer will provide notice of such dispute in writing to Seller within thirty (30) days of the date of the invoice. In the event that no such written notice of dispute is received by Seller within thirty (30) days of the date of the invoice, the Customer agrees that the invoice is valid, due, and payable in full.

   Customer shall inspect the Goods within 10 days of receipt ("Inspection Period"). Customer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods (as hereinafter defined) during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Customer's accepted Purchase Order; or (ii) product's label or packaging incorrectly identifies its contents.

   If Customer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith, provided that Customer shall ship the Nonconforming Goods to Seller's facility located at 5760 S BEMIS ST, LITTLETON CO 80120.

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If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Customer's shipment of Nonconforming Goods, ship to Customer the replaced Goods as set forth in Section 3.

Customer acknowledges and agrees that the remedies set forth in this Section 7 are Customer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under this Section 8, all sales of Goods to Customer are made on a one-way basis and Customer has no right to return Goods purchased under this Agreement to Seller. Prior to returning any equipment to Seller, Customer should first contact Seller and obtain its consent for return. All approved returns must be packaged to prevent damage, insured, and returned prepaid. Returned Goods are subject to a 25% re-stocking charge.

8. **Warranty and Damages.**

   a. Goods manufactured by Seller are subject to the warranty set forth in the "Seller Goods Warranty". Seller warrants to Customer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

   b. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE IN SECTION 8(a), SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES CONCERNING ANY GOODS OR SERVICES PROVIDED BY SELLER, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OF (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

   c. With respect to any Services subject to a claim under the warranty set forth in this Section 8, Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate. The remedies set forth in this Section 8 and in the Seller Goods Warranty shall be Customer's sole and exclusive remedy and Seller's entire liability for any breach of the limited warranties set forth in Section 8(a).

   d. If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

9. **Limitation of Liability.** IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED ON THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

   IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER.

10. **Compliance with Law.** Customer shall comply with all applicable laws, regulations, and ordinances. Customer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Customer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Customer. Customer assumes all responsibility for shipments of Goods requiring any government import clearance.

    Without limiting the foregoing, Customer agrees not to allow the use, export or re-export, either directly or indirectly, of the Goods except as authorized and allowed by the laws of the United States and the laws of the jurisdiction in which the Goods were obtained by Customer. In particular, but without limitation, the Goods may not be exported or re-exported (a) into any jurisdiction subject to embargo by the U.S. government or (b) to anyone blocked by the U.S. Government (including but not limited to persons on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List). By accepting the Goods and Services, Customer represents and warrants that Customer is not located in any such jurisdiction or on any such list. Customer also agrees that Customer will not use the Goods for any purposes prohibited by U.S. law, including, without limitation, the development, design, manufacture or production of any type of weapons or nuclear facilities. Customer agrees to indemnify and hold harmless Seller against any and all claims , proceedings, actions, fines, and damages arising out of or relating to any noncompliance with export control regulations by Customer, and Customer shall compensate Seller for all losses and expenses resulting from any such noncompliance, unless such noncompliance was not caused by fault of Customer.

11. **Intellectual Property.** "Intellectual Property" ("IP") as used in this Agreement shall mean any invention, technical data, documentation, work of authorship, enhancement, derivative work, improvement or discovery, whether or not patentable or copyrightable, and whether or not conceived or first actually reduced to practice subsequent to the start of, and related to, this Agreement.

    a. **No Acquired Rights.** Except as expressly authorized by this Agreement, neither party shall acquire directly or by

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implication, any rights in the background patents and inventions of the other party including, but not limited to inventions described and claimed in the application for U.S. Patents filed prior to the start of the Agreement.

b. **Seller's IP.** All IP developed by Seller shall be solely owned by Seller, without any rights granted to the Customer except as expressly provided in the Agreement.

c. **Joint IP.** All IP developed by the parties shall be solely owned by Seller.

d. **Patent Applications and Inventions.** All patent applications filed in inventions shall be paid for by the party that owns title to the invention. The non-filing party shall cooperate with the filing party in connection with the prosecution, filing, and maintenance of such patent applications. In the case where Seller is the non-filing party, the Customer will reimburse Seller at reasonable rates for labor and expenses for such cooperation.

12. **Non-Waiver.** No waiver of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by the waiving party. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13. **Confidential Information.** All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Customer, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Customer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure, as evidenced by written documentation; or (c) rightfully obtained by Customer on a non-confidential basis from a third party.

14. **Indemnification.** Customer hereby accepts full responsibility for, and indemnifies Seller and its officers, agents and subcontractors against, and shall hold each harmless from, all acts and omissions of Customer, its agents, and employees, and from any and all claims for injury to or death of any and all persons (including but not limited to employees) and for damage to property arising out of or in connection with the performance of work hereunder or equipment sold hereunder.

15. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Customer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) other similar events beyond the control of the Impacted Party. The Impacted Party shall give notice within 15 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 15 days following written notice given by it under this Section 16, the other party may thereafter terminate this Agreement upon 15 days' written notice.

16. **Independent Contractor.** The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be construed to create an employer/employee relationship, partnership, joint venture, or agency between the parties. Each party to this Agreement agrees that it will not act or represent itself directly or by implication as being an agent for the other party and will not attempt to create any obligation or make any representation on behalf of the other party.

17. **Assignments.** Customer may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation by Customer without such consent shall be void. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

18. **Survivability.** Customer's obligations, including but not limited to, obligations under the Intellectual Property and Indemnification sections, shall surviving termination, or completion of this Agreement.

19. **Choice of Law.** The laws of the State of Colorado shall govern in connection with the formation, performance, and the legal enforcement of this Agreement. If the Customer is located in the U.S., venue for any judicial action arising out of or in connection with this Agreement shall be in Arapahoe County, Colorado.

If the Customer is located outside of the U.S., either party may submit any dispute, controversy or claim arising under the Agreement for binding arbitration, and the dispute shall be determined by arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute

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Resolution ("Rules"). The place of the arbitration shall be Denver, Colorado, USA. The language of the arbitration shall be English. There shall be one (1) arbitrator who shall be appointed according to the Rules. The arbitrator shall decide the matters in the dispute in accordance with the internal laws of the state of Colorado, USA, without reference to the conflict of laws rules thereof. The parties agree that the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958 applies to this Agreement. Unless otherwise ordered by the arbitrator, each party shall bear its own costs and fees, including attorneys' fees and expenses. The arbitrator shall have the right to award or include in his or her award any relief which the arbitrator deems proper under the circumstances, including without limitation, money damages (with interest on unpaid amounts from due date), specific performance, injunctive relief, legal fees and costs.

The procedures specified in this Section 19 shall be the sole and exclusive procedures for the resolutions of disputes between the parties arising out of or relating to this Agreement; provided, however, that a party may seek injunctive or other provisional judicial relief in any court having jurisdiction over the dispute, if in its reasonable judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the parties will continue to participate in good faith in the procedures specified in this Section 19. Injunctive or provisional relief or judgment enforcing any award rendered by the arbitrator may be entered by any court having jurisdiction over the party against whom enforcement is sought. The parties hereby agree to submit to the jurisdiction of any court having jurisdiction over the parties with respect to such injunctive or provisional relief or such judgment to enforce the arbitral award. Each of the parties hereby consents to the service of process by registered mail or by an express delivery service providing a return receipt at its address set forth in the Purchas e Order and agrees that its submissions to jurisdiction and its consent to service of process by mail are made for the express benefit of the other party.

20. **Severability.** If any provision of this Agreement is found to be invalid, illegal or unenforceable by law, the remainder of this Agreement will remain valid, enforceable and in full force and effect, and the parties will negotiate in good faith to substitute a provision of like economic intent and effect.

21. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

22. **Amendments.** These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

23. **International Terms.** Because Seller is unable to accurately predict all costs and expenses involved in international transactions, Customer is responsible for all costs associated with shipping equipment, materials, products and supplies, including, without limitation, cost such as changes in exchange rates, importation duties, importation fees, importation documentation expense and other importation fees and costs, tariffs, taxes imposed by the country receiving the shipments, and any such charges.

    a. All amounts described in this Agreement are in United States Dollars and all amounts due to Seller from Customer shall be paid to Seller in United States Dollars.

    b. Any costs incurred by Seller in the course of completing the Services and/or providing the Goods described in this Agreement will be billed to the Customer and will be reimbursed to Seller by the Customer.

24. **International Travel Terms and Conditions.** Unless other arrangements have been previously agreed to by Seller in writing, all direct travel & mobilization expenses will be paid for by the Customer. These include, but are not limited to shipping of Goods, airfare, hotels, meals, change fees, and parking. Customer agrees to the following terms and conditions pertaining to travel by Seller employees or its agents:

    a. Items such as airfare will be booked and paid for by Seller and reimbursed by the Customer as per the Billing Terms provided in the Purchase Order.

    b. Hotels shall be of good quality and preferably of established chains. Seller employees have the right to refuse a hotel and can require to be moved at any time if they feel unsafe or the hotel is not satisfactory.

    c. Customer or a representative of the Customer will have an interpreter with Seller employees at all times when not in the hotel.

    d. Safe personal transportation shall be provided to Seller employees. Taxis are not an acceptable means of transportation at any time, including airport pickup and drop-off.

    e. Three meals a day shall be provided at the hotel or on-site locations.

    f. If at any time a Seller employee feels unsafe or otherwise unwelcome while in the country, Customer will transport them directly to the closest embassy or airport (at the choice of the Seller employee and as conditions require) for immediate exit from the country.

25. **Release of Information.** Customer shall not publish, distribute, or use any information developed under or about the existence of this Purchase Order, or use the Seller's name or logo for the purpose of advertising, making a news release, creating a business reference, creating a website content or for products or service endorsement without Seller's prior written approval.