

## GENERAL TERMS of SUPPLY of NORD MINERALS group of companies (rev 2024)

### 1. SUBJECT

1.1. NORD MINERALS (hereinafter referred to as the "Company") undertakes to supply the equipment and/or the spare parts, machinery, components, materials (hereinafter referred to as the "Goods"), as well as relevant services, to the legal entity that enter into the respective supply deal with the Company (hereinafter referred to as the "Client"); the list, quantity and characteristics of the Goods are agreed upon by the Parties in the respective Purchase Order and/or agreement.

1.2. The supply of the Goods should not be treated and/or considered as the advertising and (or) any means of promoting products; the Goods are not transferred to the Client for the purpose of safekeeping.

1.3. The Company represents and acknowledges that the performance of the supply obligations will be done using Company's own facilities, resources, and personnel; and the obligations will be performed with diligence and promptness and in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the Client; and the Company at its own expense would comply with the provisions of all applicable laws and regulations.

1.4. Unless expressly provided otherwise by the Parties, title to the Goods supplied by the Company to the Client shall pass only on receipt of payment in full by the Company. Risk of loss shall pass at point of shipment under the delivery basis defined in respective Purchase Order/agreement.

### 2. PRICING AND PAYMENT TERMS

2.1. The Client shall pay to the Company the purchase price as established in the Purchase Order and/or agreement.

2.2. All payments shall be made to the bank details of the Company as provided by the Purchase Order and/or agreement.

2.3. If the purchase price is established in IDR, the following currency clause shall be applied:

2.3.1. The prices specified in respective Purchase Order and/or agreement are calculated based on the exchange rate of IDR to USD as of the date of the deal.

2.3.2. In case of fluctuations of the exchange rate of IDR to USD for more than 3% from the rate on the date stated herein, the price indexation coefficient is applied.

2.3.3. If payment terms establish the advance payment(s), the indexation coefficient shall be applied to the remaining payment(s) upon delivery of the Goods.

2.3.4. The final price for the delivered Goods is calculated by multiplying this price and the indexation coefficient developed under the following formula:

$$K \text{ indexation} = K \text{ pending}^* / K \text{ base}^{**}$$

*\*K pending shall mean the exchange rate IDR/USD as of the date of payment.*

*\*\*K base shall mean the exchange rate as of the date of the deal (agreement, purchase order, etc.).*

2.3.5. When calculating the indexation coefficient, all values are rounded to four decimal places, including the final value. The Company undertakes to issue an invoice for the initial price of the Goods together with the invoice for the adjustment calculated according to the abovementioned formula.

### 3. TERM AND TERMINATION

3.1. The Purchase Order and/or agreement enters into force from the signing date and shall be valid and is valid until the Parties fully fulfill their obligations thereunder.

3.2. The Purchase Order and/or agreement may be terminated earlier by final completion of the supply or through the termination provisions provided herein.

3.3. Either party may terminate the Purchase Order and/or agreement and obligations arising thereof at any time if another party sufficiently violates the terms of the supply.

3.4. The Parties hereby agree that in connection with the cancellation of any Purchase Order/agreement, the Parties expressly waive the provisions in Article 1266 and Article 1267 of Indonesian Civil Code, but only to the extent that judicial cancellation of the Purchase Order/agreement would otherwise be required for termination thereof and/or to enable the Party to claim damages.

### 4. RELATIONSHIP

4.1. The Parties understand and agree that the Company is an independent entity and that it is not an employee, agent or servant of the Client, nor is Company entitled to any employment benefits. COMPANY UNDERSTANDS AND AGREES THAT IT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT IT IS OBLIGATED TO PAY ALL APPLICABLE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO SUPPLY OF THE EQUIPMENT.

4.2. As an independent entity, the Company agrees that it does not have the authority to act for the Client, or to bind the Client in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Client; and the Company has and hereby retains control of and supervision over the performance of its obligations hereunder and control over any persons employed or contracted by the Company for performing the obligations hereunder; and the Client will not provide training or instruction to the Company or any of its employees regarding the performance of the supply under the Purchase Order and/or agreement.

4.3. The Company represents that it is engaged in providing similar services to any other entities and/or individuals and not required to work exclusively for the Client.

### 5. CHANGES AND ALTERATIONS

5.1. The Client may order changes in the scope of supply detailed in the Purchase Orders and/or agreement, consisting of additions, deletions, or modifications. All changes shall be authorized by a written addendum designating the services to be added, changed, or deleted, the increase or decrease in costs, and any change in time for completion of the project. The Parties or their duly authorized agents, shall sign this addendum.

### 6. INTELLECTUAL PROPERTY RIGHTS

6.1. The Parties hereby agree that any data, reports, drawings documents or other things or information provided by the Company to the Client during the performance of the supply, and any reports, drawings or other writings required under this performance shall be and remain the sole property of the Company at all times; and the Client shall be considered as obtained the non-exclusive license to such documents and information sufficient for proper use thereof in Client's business.

## 7. INDEMNITY

7.1. Either Party shall indemnify and hold harmless another Party from and against all claims, damages, losses, and expenses arising out of or resulting from acts or omissions, arising out of the performance of the Purchase Order and/or agreement by such Party.

## 8. COMPLIANCE

8.1. Each Party shall at its own expense comply with all laws and regulations relating to its activities in terms of the supply of the equipment, as they may change from time to time, and with any conditions binding on such Party in any applicable licenses, registrations, permits and approvals.

8.2. With respect to the fulfilment of each Purchase Order and/or agreement, the Parties undertake as follows:

(a) To comply with any and all laws and regulations applicable to the Parties with respect to the supply and any action taken pursuant to either prohibiting or otherwise restricting trade with any individual, entity or jurisdiction, or imposing licensing requirements on the same, including without limitation financial sanctions, trade embargoes and export controls (together "Trade Sanctions Laws");

(b) To not take any action, or make any omission, that could cause any party to be in breach of, or otherwise be exposed to any restriction or penalty pursuant to or suffer any adverse consequences of any kind arising directly or indirectly from, any Trade Sanctions Laws.

8.3. Either Party is entitled to suspend performance of its obligations and to terminate its obligations, with immediate effect and without liability, if:

(a) in its sole discretion, circumstances exist that could result in the non-fulfilment of Trade Sanction Law;

(b) the Party becomes a sanctioned entity; or any bank refuses to receive or otherwise process any payment thereunder;

(d) in its sole discretion, performance of its obligations becomes commercially non-viable because of the Trade Sanctions Laws.

8.4. Consistent with its general compliance obligations under this Section, either Party shall:

(a) comply with all applicable anti-bribery and anti-corruption laws as well as;

(b) in carrying out its responsibilities the Parties shall not:

(i) directly or indirectly offer, promise to give, give, or authorize the giving of any financial compensation or other advantages or anything else of value to any public official, candidate for public office, political party, or any other public person or entity for the purpose of influencing or rewarding any act or decision of such person or entity to perform or omit to perform any act to obtain or retain business or some other business related advantage for the Party;

(ii) directly or indirectly offer, promise to give, give, or authorize the giving of any financial compensation or other advantage or anything else of value to any director, officer, employee, or intermediary of another company or organization in the private sector with the intent of causing the recipient or some other person to perform an act favorable to the Party, or refrain from performing an act unfavorable to the Party, or as a reward for having done so; and

(iii) directly or indirectly solicit or accept any financial or other advantage or anything else of value in exchange for violating its, his or her duty of loyalty to the Party or as a reward for having done so.

(c) have and shall maintain in place its own policies and procedures, including adequate procedures under the applicable anti-bribery and anti-corruption laws, to ensure compliance therewith;

(d) promptly report on any request or demand for any undue financial or other advantage of any kind received by the Party in connection with the performance of obligations of the Party;

(e) immediately notify if any public official becomes an officer or employee of the Party or acquires a direct or indirect interest thereon.

## 9. LIABILITY

9.1. Neither Party shall be responsible for any claims or damages resulting from any delays in performance or for non-performance due to unforeseen circumstances or causes beyond Parties' reasonable control. The timeline for performance of Party's obligation shall be considered as extended *pro rata* the duration of these circumstances having an effect on Party's due performance.

9.2. Neither Party shall be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to performance of the obligations of the Party or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether the Party has been advised of the possibility of any such damage.

9.3. In no event will Company's liability exceed the 10% of the price paid by the Client for the equipment under the respective Purchase Order and/or agreement giving rise to the claim or cause of action, and all liability shall terminate on the expiration of the warranty period for respective Goods..

9.4. If the Client breaches the payment term, the Company is entitled to claim the penalties of one tenth of percent (0,1%) of the amount of indebtedness per day. The Company is entitled at its sole discretion to postpone the delivery *pro rata* the period of payment delay and/or suspend the performance of its obligations.

9.5. The Goods may not be returned except by prior written approval of the Company.

## 10. WARRANTY OF THE SUPPLIER

10.1. The Company (also expressly mentioned as the "Supplier") warrants that the new equipment, as well as its components supplied under the Purchase Order/agreement, are free from defects in material and manufacturing process according to this warranty clause. This warranty is provided to the Client and is not transferable without the prior written consent of the Supplier.

10.2. The Supplier has the right to inspect the supplied Goods at any time previously agreed upon with the Client during the warranty period until the expiration date of the warranty.

10.3. Parts, components, and equipment replaced under this warranty become the property of Supplier upon replacement.

10.4. This warranty is void and any claims will not be satisfied if it is discovered that non-recommended (not purchased from the Supplier) spare parts and consumables are involved/used in the equipment or in terms of maintenance of the equipment.

10.5. The Supplier is not responsible for any defect or malfunction resulting from service inspection, maintenance, replacement, or repair performed by persons other than Supplier's specialists or authorized representatives.

10.6. Term of warranty. The warranty for new equipment comes into force from the date of signing the commissioning act signed by both Parties, and continues for twelve (12), but no more than eighteen (18) months from the date of delivery of the equipment to the Client, depending on which event occurs first (unless

otherwise is expressly established by the Parties). All warranty obligations of the Supplier, however, expire no later than eighteen (18) months from the delivery date of the equipment (unless otherwise is expressly established by the Parties).

10.7. Repair and compensation. If, during the warranty period, the Client finds out that the Goods do not comply with the requirements provided in the Purchase Order/agreement, the Client is obliged to draw up a report on the identified defects and, within five (5) working days after discovering the Goods' deficiency, notify the Supplier in writing of the named deficiency. The location of the defect must be clearly marked on the part, component, equipment. The Supplier undertakes, within a reasonable time additionally agreed upon by the Parties, at its own expense and at its discretion, to either repair the defected Goods or part, or replace the defected Goods or its component with a new one. Repair work must be carried out by the Supplier or an authorized representative of the Supplier at a location determined by the Supplier.

10.7.1. If the Supplier does not eliminate the identified deficiencies within the agreed period or does not give written instructions for their elimination by the Client, the Client has the right to repair or replace the defected Goods during the warranty period, the Supplier's warranty obligations to such Goods remain in force and validity. In this case, the Supplier will compensate the Client for reasonable and documented monetary costs for repair or replacement of defected Goods.

10.7.2. If during the warranty period the Client sent a notification of a defect for which the Supplier is responsible, but the defect was not confirmed by the Supplier, the Client undertakes to pay for time spent by Supplier's personnel at a rate agreed by the Parties, as well as compensate overhead costs and actually incurred costs of the Supplier.

10.8. Exceptions: this warranty does not apply to: (a) normal wear and tear of equipment, components, spare parts, periodic maintenance (such as engine tuning, adjustment, inspection), normal aging and periodic replacement of spare parts (such as filters) or any malfunction resulting therefrom; (b) wear parts and components such as hoses, belts, rubber tires, tools, liners, discs, batteries, injectors, spacer plate, flywheels, side liners, oil, fuel, fluids, lubricants, filters, coolants, other parts and materials, which are considered in the industry to be consumable, except for cases where a defect in their material or manufacturing, in the opinion of the Supplier, may cause premature failure or wear; (c) components, parts or service if the repair or replacement requires minor work such as gaskets, seals, adjustments; (d) any modification or work carried out by a person not authorized by the Supplier or without the prior consent of the Supplier; (e) operator or maintenance personnel negligence, improper operation, maintenance, storage, overloading, or use of equipment or parts not in compliance with the manufacturer's startup, operation, and maintenance instructions; (f) force majeure or any other circumstances beyond the control of the Supplier (such as fire, thunderstorms, floods, earthquakes, landslides, vandalism, labor disputes, war, riots, government actions, utility failures or electrical fluctuations), or erroneous acts or omissions on the part of the Client or a third party which the Supplier is not responsible for; (g) use of spare parts not approved by the Supplier; (h) defects and malfunctions that do not affect the operation of the equipment, such as dents and surface scratches; (i) defects and failures caused by the use of parts or materials supplied by the Client itself; and/or defects and malfunctions that occurred as a result of the Client's violation of the terms of provision and use of service passwords for automation systems; (j) defects and malfunctions that the Client reported to the Supplier later than ten (10) calendar days from the date of their occurrence.

10.9. Notification. The Client informs the Supplier in writing of any defects within two (2) calendar days from the date of their occurrence or discovery.

## 11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1. Performance of the obligations under the Purchase Order and/or agreement shall be governed by and construed in accordance with the laws of Republic of Indonesia.

11.2. Any dispute, controversy or claim arising out of or in connection with the Purchase Order/agreement or a breach, termination, or invalidity thereof, shall be finally and exclusively settled by arbitration by the Badan Arbitrase Nasional Indonesia ("BANI") pursuant to the BANI Arbitration Rules in effect at the time. Three arbitrators shall be appointed in accordance with the said Rules. Proceedings shall take place as per the location of the registered office of the Company. The language to be used in the arbitral proceedings shall be English. This Section shall not preclude a Party from obtaining interim injunctive relief on an immediate basis from a court of competent jurisdiction where such relief is necessary to protect that Party's interests in pending completion of the legal proceedings.

## 12. MISCELLANEOUS

12.1. The Client has the right to remove the Company's employees from the production site where the Goods are installed if they violate labor protection rules, industrial safety rules and safety requirements, internal labor regulations and environmental regulations.

12.2. Neither Party may not assign any of its rights under the Purchase Order/agreement or delegate any performance thereunder, except with the prior written consent of the other Party. Any purported assignment of rights or delegation of performance in violation of this section is void.

12.3. The Purchase Order/agreement, including these General Terms of Supply, contain the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to such subject matter. No course of dealing, usage of trade or course of performance may be used to imply, amend or add terms and conditions of the deal for supply of the Goods.

12.4. Any notice or other communication given or made to any Party shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated in the Purchase Order/agreement or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.

12.5. No Party shall be deemed to have waived any provision of the Purchase Order/agreement or the exercise of any rights held thereunder unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation shall not constitute a waiver of any other subsequent breach or violation.

12.6. These terms shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns. The provisions of these terms are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision thereof.

12.7. If any of the provisions thereof shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire terms, but rather the entire terms shall be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligations of the party shall be construed and enforced accordingly, to effectuate the essential intent and purposes thereof.

12.8. In the event that the text of these General Terms of Supply is translated to any other language other than English, the English text shall prevail, control and be binding in the event of any conflict or discrepancy.