

## **GENERAL TERMS of TEST SUPPLY of NORD MINERALS group of companies (rev 2025)**

### **1. GENERAL PROVISIONS**

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 "Samples"), as well as relevant services, to the legal entity that enter into the respective test supply agreement with the Company (hereinafter referred to as the "Client"); the list, quantity and characteristics of the Samples are agreed upon by the Parties in the respective test supply agreement.

1.2. Providing Samples to the Client for testing as established by respective test supply agreement is not and should not be treated and/or considered as the advertising and (or) any means of promoting products; Samples are not transferred to the Client for the purpose of safekeeping.

1.3. Testing of Samples is carried out as part of the Client's normal business activities in order to study the technical parameters of the Samples.

1.4. Installation of the Samples shall be confirmed by the Certificate of Installation Completion and Readiness for Testing as per Annex No.3 to these general terms.

1.5. The Parties agree that the Company is entitled to use the obtained results of testing, documents, photo and video footage to improve the design of the Samples/its devices and promote the products to its customers.

### **2. RIGHTS AND OBLIGATIONS OF THE PARTIES**

#### **2.1. Rights and obligations of the Company:**

2.1.1. The Company is obliged to provide the Client with Samples in the manner and within the timeline specified in respective test supply agreement.

2.1.2. Representatives of the Company have the right:

- a) go to the venue and be present during the tests;
- b) give recommendations for testing;
- c) request and receive any information about the progress and results of tests (technical, statistical, technological, etc.);
- d) conduct inspection of Samples, both during and after testing;
- e) exercise other rights in accordance with testing program established in respective test supply agreement.

#### **2.2. Rights and obligations of the Client:**

2.2.1. The Client is obliged to test the Samples in accordance with agreed test program, keep operational records of the test results and, no later than ten (10) calendar days from the date of their completion, provide the Company with a report on the test results and containing feedback on the test results;

2.2.2. The Client is obliged upon the completion of the testing of the Samples to make a final payment for the Samples on the terms indicated in test supply agreement;

2.2.3. The Client is obliged to provide security and is responsible for the safety of the Samples during the testing period as the owner of the Samples;

2.2.4. The Client is obliged to immediately notify the Company of any defects in the Samples, or the occurrence of situations that may lead to damage or destruction of the Samples;

2.2.5. The Client has the right to request from the Company any information related to the testing of the Samples, including documents and consultations with the Company's employees.

### **3. MISCELLANEOUS**

3.1. This Agreement enters into force from the Signing Date and shall be valid and is valid until the Parties fully fulfill their obligations under this Agreement.

3.2. All and any amendments and/or additions to this Agreement will have legal force provided that they are made in writing and signed by authorized representatives of the Parties.

3.3. This Agreement is drawn up and signed in two (2) copies having equal legal force.

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

3.5. In the event of failure of tests of the Sample during the testing period, the causes of the failure shall be investigated by the commission that would contain representatives of both Parties. The results of the investigation are documented in an Act. Repair of the Sample is carried out at the expense of the Company.

3.6. Neither Party shall be liable to the other Party for any indirect, incidental or any other types of damages, including, without limitation, damages resulting from loss of production, lost profits, etc.

3.7. This Agreement will be governed by and construed in accordance with the substantive laws of [▪] without regard to conflict of laws and all disputes arising under or relating to this Agreement shall be brought and resolved solely and exclusively in the State Court located in [▪]. Should any legal action be commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover, in addition to court costs, such amount as the court may adjudge as reasonable fees.

3.8. All and any Annexes named below in this Agreement are developed and agreed by the Parties and shall be treated as an integral part thereof:

Annex No.1. Confirmation of the Transfer of the Samples.

Annex No.2. Act on Commissioning of the Samples.

Annex No.3. Certificate on Samples Installation Completion and Readiness for Testing.

Annex No.4. Certificate on Completion of Testing of the Samples.

### Confirmation of the Transfer of the Samples

[▪], a company duly incorporated and operating under the laws of [▪] (hereinafter referred to as a 'Client') on one hand,

AND

[▪], a company duly incorporated and operating under the laws of [▪] (hereinafter referred to as a 'Company') on the other hand,

Either Client or Company for the purpose of test supply agreement No. [▪] dated [▪] (hereinafter referred to as the "Agreement") can be referred to as the "Party" and jointly as the "Parties".

The Parties have concluded this Confirmation of the Transfer of the Samples (hereinafter referred to as the "Transfer Confirmation") to the Agreement on the following:

No.	Description of the equipment/spare parts	Price, incl. VAT	Quantity	Total price, incl. VAT

1. This document confirms the actual transfer of the Samples to the Client, according to the Agreement.
2. The Samples are packed and marked in compliance with applicable requirements and standards of the manufacturer thereof.
3. The Samples are in good workable condition without evidence of exploitation.
4. This Transfer Confirmation is drafted in two (2) copies, one copy for either Party.

Form of the annex approved:

Client:

Signature: \_\_\_\_\_

Representative name: \_\_\_\_\_

Representative title: \_\_\_\_\_

Company:

Signature: \_\_\_\_\_

Representative name: \_\_\_\_\_

Representative title: \_\_\_\_\_

### Act on Commissioning of the Samples

Drafted in presence of:

The representatives of the Client:	
The representatives of the Company:	

1. In accordance with Testing Program to the Test Supply Agreement No. [■] dated [■] 20[«], the testing of the Samples at the location of the Client commenced from [■].
2. The Client confirms having read all instructions and documents supplied with the Samples.
3. The Client confirms that there are no complaints about the Samples operation.
4. By signing this Act, the Client confirms that the commissioned Samples fully comply with the conditions of the Test Supply Agreement No. [■] dated [■] 20[«].

Are confirming the following:

Additional works (if required):

Noted on commissioning of the Samples:

Recommendations on maintenance of the Samples:

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Form of the annex approved:

Client:

Signature: \_\_\_\_\_

Representative name: \_\_\_\_\_

Representative title: \_\_\_\_\_

Company:

Signature: \_\_\_\_\_

Representative name: \_\_\_\_\_

Representative title: \_\_\_\_\_

### Certificate on Samples Installation Completion and Readiness for Testing

Drawn up in the presence of:

Representative of the Company:	[.]
Representative of the Client:	[.]

Samples specification:

Type:	[.]	Position:	[.]
Designation:	[.]	Quantity:	[.]
Characteristics:	[.]	Serial number:	[.]
	[.]	Capacity:	[.]

Requirements to the initial ore:

Resolved as follows:

Elimination of defects and additional work (if necessary):

Notes on the equipment start-up:

Manufacturer's recommendations for use:

Form of the annex approved:

Client:

Signature: \_\_\_\_\_

Representative name: \_\_\_\_\_

Representative title: \_\_\_\_\_

Company:

Signature: \_\_\_\_\_

Representative name: \_\_\_\_\_

Representative title: \_\_\_\_\_

**CERTIFICATE**  
**on Completion of Testing of the Samples**

1. As part of the Testing Program, the Samples were delivered, installed and commenced at the Client's production site located at: [■].
2. The goals of the tests were as follows:
  - a. \_\_\_\_\_ ;
  - b. \_\_\_\_\_ .
3. The production site of the Client that was selected for testing the Samples is characterized by unsatisfactory performance expressed in the following negative factors significantly affecting the technical and economic indicators:
  - a. \_\_\_\_\_ ;
  - b. \_\_\_\_\_ .

Testing results:

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Conclusion:

Based on the results of the Samples operation, the following was noted:

Conclusion: based on the above, the testing is considered.

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Form of the annex approved:

Client:

Signature: \_\_\_\_\_

Representative name: \_\_\_\_\_

Representative title: \_\_\_\_\_

Company:

Signature: \_\_\_\_\_

Representative name: \_\_\_\_\_

Representative title: \_\_\_\_\_