

MINE MASTER General Conditions of Supply

1. Definitions

“Supply” means the supply of Goods and/or Services described in the Purchase Order; “Buyer” means the party buying Goods or procuring Services, who is named in the Purchase Order; “Mine Master” means Mine Master Spółka z ograniczoną odpowiedzialnością (Court of Registration: District Court for Wrocław - Fabryczna, Section IX of the National Court of Registration KRS: 0000114912), whose registration office is at Dworcowa 27 Wilków, 59-500 Złotoryja, Poland and who supplies the Goods and/or provides Services to the Buyer; “Purchase Order” means an order placed on Mine Master by the Buyer; “Goods” means products, consumable materials, equipment, equipment components, spare parts, software and other Goods and materials supplied by Mine Master to the Buyer; “Services” means any services supplied by Mine Master to the Buyer which are described in the Purchase Order, “the Parties” means Mine Master and the Buyer, “Agreement” means a binding supply agreement between Mine Master and the Buyer, “Confidential information” means Mine Master’s information not generally known to the public, such as specifications, drawings, technical information, software, product plans, pricing, marketing information and sales information, customer lists, know-how, and information which may be marked as confidential or which, given the circumstances of the disclosure, should be treated as confidential, “Intellectual Property Rights” means all industrial property rights and copyrights (including software and documentation) of Mine Master or associated companies.

2. General

The present conditions of supply are binding, unless otherwise agreed in writing by the Parties. Contrary or deviating conditions of the Buyer are hereby expressly revoked. The Agreement between the Parties may be concluded only on terms and conditions expressed in the present conditions of supply, unless otherwise expressly agreed in writing by the Parties. Mine Master conditions of supply also apply to all future business relations with the Buyer, even if they have not been expressly agreed again. All agreements between the Parties must occur in writing. This also applies for renunciation of compliance with the written form.

3. Technical documents

All drawings, descriptive matter, weights, dimensions and specifications supplied by Mine Master are approximate only unless otherwise stated and all descriptions and illustrations contained in Mine Master’s catalogues, price lists and advertising matter are by way of general description, are stated by Mine Master in good faith based on Mine Master’s experience as being correct within acceptable tolerances but are approximate only, in no way are binding on Mine Master and do not form part of the Agreement unless specifically stated to do so.

Mine Master reserves the right at all times to introduce changes to the design in the interest of the Buyer. Mine Master, however, is not obliged to introduce such changes to already delivered vehicles and machines.

4. Transfer of risk, partial deliveries, taxes

The risk passes on to the Buyer with the handover of the vehicle, machines or spare parts to the transport company. Mine Master is entitled to make partial deliveries at all times. All public taxes (taxes, fees, duties etc.) incurred outside the Republic of Poland in connection with the delivery shall be borne by the Buyer.

5. Warranty

The warranty is applicable according to “Mine Master Standard Warranty Terms and Conditions”. Mine Master’s liability under the statutory warranty for physical and legal defects in Goods is hereby excluded.

6. Reservation of title

The purchased Goods remain Mine Master property until all payments under the Agreement have been made. Mine Master is entitled to take back individual or all purchased Goods at the Buyer’s expense if the Buyer defaults on any of his payments by more than 3 months. The taking back of individual or all purchased Goods does not imply cancellation of the Agreement. The Buyer shall handle all purchased Goods with care and take out appropriate insurance policies. In case of attachment or other interventions by a third party, the Buyer is obliged to immediately notify Mine Master in writing so that counteraction can be brought against the third party. If the third party is unable to reimburse the judicial and extra-judicial costs incurred by Mine Master in connection with such a counteraction, the Buyer shall be required to reimburse the costs. Insofar as the securities given to Mine Master exceed the debts to be secured by more than 20%, Mine Master will release securities as we see fit at the written request of the Buyer.

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Identificator: 390234796**Register Court:**
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Vice-Chairman of the Board
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*Member of the Board*Certificate no
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7. Liability

Mine Master's liability is limited to actual damages (excluding any indirect damages and lost profits) and up to 20% of the purchase price of the Goods sold to the Buyer under a respective Purchase Order. The limitation of liability shall not apply where the damages are a result of intentional actions or gross negligence on the part of Mine Master.

8. Delivery – general information

- Unless otherwise agreed, the Goods shall be delivered EX WORKS (INCOTERMS 2010) and the place of delivery shall be Mine Master's registered office in Wilków, Poland.
- Mine Master shall endeavour to supply the Goods and Services within the time stated in the Purchase Order, but shall not be liable for late delivery unless Mine Master agreed to pay liquidated damages in which case liquidated damages shall constitute the Buyer's sole remedy for late delivery.
- If the Buyer fails to give Mine Master proper delivery or transportation instructions when required or to accept delivery of the Goods when tendered in accordance with the terms of the Agreement, the Buyer shall be liable for all storage and other costs incurred by Mine Master as the result of such failure which shall be immediately due and payable on demand, but such liability shall not affect the Buyer's obligation to purchase the Goods and the right of Mine Master to claim damages for breach of such obligation.
- In the event that the Goods are delivered at a time and place agreed with the Buyer but no representative of the Buyer is present when the Goods are so delivered, Mine Master reserves the right to deposit such Goods at the specified place and shall have no liability in respect of loss or damage resulting therefrom.
- If the Buyer fails to collect or take delivery of the Goods within 3 months of the delivery date, Mine Master shall be entitled, without prejudice to its other rights, to terminate all or part of the Agreement and to dispose of the Goods, and to charge the Buyer with a contractual penalty of 15% of the purchase price for standard Goods and 30% of the purchase price or the cost of materials and labour incurred until the cancellation date, whichever is the highest amount for non-standard Goods, to be paid by the Buyer within 30 days of issue of the corresponding invoice. The Parties agree that such sums payable to Mine Master under this clause are a genuine pre-estimate of the costs and losses which Mine Master would suffer from the Buyer not taking delivery of the Goods. However, if the damage suffered by Mine Master in connection with the termination of the Agreement will exceed the amount of the contractual penalties due, then Mine Master shall be entitled to claim additional damages.

9. Delivery time

Lead time for supply of the Goods indicated in Mine Master offer is strictly related with proposed payment terms for the offered Goods. Downpayment (if applicable) shall be transferred within 5 working days from issuing of Purchase Order by the Buyer. Documentary Letter of Credit, Bank Guarantee or other similar form of securing of the payment (if applicable), shall be established and forwarded to Mine Master within 3 weeks from issuing of Purchase Order by the Buyer. In case of delay of downpayment or other form of securing of the payment (if applicable), manufacturing process and shipment time of ordered Goods may be postponed proportionally.

10. Independent Delivery

Each delivery of the Goods shall be considered as a separate Agreement and the failure of any delivery shall not vitiate any Agreement as to deliveries of other Goods and payment therefor.

11. Tests and Pre-delivery inspection

The Goods are carefully inspected, and where appropriate, submitted to Mine Master's standard tests. Unless otherwise agreed such tests will be carried out at Mine Master's premises or any of its affiliates' premises. If a special test or witness test in the presence of the Buyer or his representative is required (so called "PDI"), this will be charged for, and in the event of the Buyer failing to attend such a test within 14 days of Mine Master giving it notice that the test is ready to perform, the test will proceed in the Buyer's absence and the Goods will be deemed accepted in the Buyer's absence.

12. Goods commissioning

Services, installation and commissioning are not included in the purchase price of the Goods. Unless otherwise agreed between the Parties, the commissioning of the machines at the Buyer's mining site shall be charged independently from the purchase price for the Goods based on rates indicated by Mine Master. The commissioning shall be done by Mine Master nominated representative. In case there is no additional agreement

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between the Parties, Mine Master shall assume the Goods can be deployed at their normal place of work without need of disassembly and reassembly etc.

13. Return of the Goods

The Buyer wanting to make a return of the Goods is always required to receive written consent from Mine Master. Return of goods is possible within 30 days from the date of sale under the following conditions:

all Goods must be new, unused and undamaged and in their original packaging. Mine Master reserves the right to inspect the Goods at its own discretion. All cost resulting from the return of Goods such as shipment, taxes or custom duties is to be borne by the Buyer – the Buyer must return the Goods on DDP (INCOTERMS 2010) delivery base. In the case of return of the Goods after more than 30 days from the date of sale return can only be accepted at a reduced value in way as follows:

- for 85% of the EXWorks sale price if the return takes place between 2-12 months of the date of sale;
- for 70% of the EXWorks of the sale price if the return takes place between 12-24 months from the date of sale;
- according to individual arrangements with Mine Master, if the return takes place later than 24 months from the date of sale.

14. Force Majeure

If at any time, during the continuance of the Agreement, the performance in whole or in part by either party/sub-vendors excluded of any obligation under the Agreement shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemic, quarantine restriction, non-performance due to labour strikes, lockouts then provided a notice of the happening of any such event is given within fifteen days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate the Agreement nor shall either party have any claim for damage against the other in respect of such non-performance or delayed in performance and the deliveries and/or performance of the work under the Agreement shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of Mine Master as to whether the deliveries and/or performance of the work have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part is delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate under this clause and the Buyer shall be at liberty to take over from Mine Master at a price to be fixed by Mine Master which shall be final. All unused undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of Mine Master at time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and stores as Mine Master may with the concurrence the Buyer elect to retain.

15. Intellectual Property Rights

Mine Master retains ownership of Intellectual Property Rights relating to the Supply. Supply of Goods shall not constitute a transfer of Intellectual Property Rights related to the Goods to the Buyer but shall only mean that Mine Master grants to the Buyer a non-exclusive license limited to normal use of the Goods and their further sale (fields of exploitation). The license shall not be transferred to any third parties, unless it is necessary for further sale or transfer under any other legal title of the Goods. The aforementioned license entitles the Buyer to use – within the limited scope as mentioned above - the Intellectual Property Rights related to the Goods worldwide for an indefinite period of time.

16. Confidentiality Clause

Confidential information shall be kept confidential by the Buyer and shall not be disclosed to any third party unless and until the same is or becomes public knowledge nor shall any such information be used by the Buyer for any purpose other than for the purpose of using any Goods supplied under the Agreement without Mine Master's prior written consent. Furthermore, each Party undertakes to keep the content of the Agreement and the individual Purchase Orders submitted by the Buyer and any information obtained from the other party in connection with the execution of the Agreement and each Purchase Order made by the Buyer confidential.

17. Assignment, deduction

The Buyer shall not assign his rights and claims under the Agreement without Mine Master's prior written consent. In the absence of Mine Master's written consent, the Buyer may not deduct any claims against Mine Master from Mine Master's claims under the Agreement and other claims existing between the Parties.

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18. Place of jurisdiction, applicable law

Should any of the stipulations of these terms of delivery or any other agreement be or become null and void, this shall not affect the validity of the other stipulations of the Agreement. The Agreement shall be governed by the Polish law. The provisions of the United Nations Convention on contracts for the international sale of goods of 11 April 1980 shall not apply. Any disputes arising in connection with the Agreement shall be resolved by a court having the jurisdiction over the registered office of Mine Master.

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