

SALES TERMS & CONDITIONS

These General Terms and Conditions of Sales (these "**Terms**") apply to the sale of all products and ancillary services ("**Products**") by Brasil Minérios S/A, or one or more of its designated subsidiaries or affiliates, as applicable ("**Seller**"), to the buyer identified on the applicable Proposal, Sales Contract and/or Order (each defined below) ("**Buyer**"). These Terms shall be deemed incorporated in and a material part of the following documents (collectively, the "**Agreement**"): (i) any bid, quote, response to request for quotation, letter, proposal, or any other form of offer for the sale of Products ("**Proposal**") by Seller to Buyer; (ii) any Seller sales contract reflecting business terms applicable to Buyer's purchase of Products from Seller ("**Sales Contract**"); (iii) any purchase order for Products accepted in writing by Seller ("**Order**"); and (iv) any invoice or similar document submitted by Seller to Buyer for the sale of Products ("**Invoice**"). The Agreement constitutes the entire agreement between the parties regarding the sale and purchase of Products and supersedes and replaces all prior agreements, representations and understandings, whether oral or written, between the parties regarding such subject matter. If there is a conflict between the provisions of any of the Agreement documents, the following order of prevalence shall apply in descending order: (a) Invoices, (b) Orders, (c) Sales Contracts, (d) these Terms, and (e) Proposals. Any attempt by Buyer to change these Terms or the terms set forth in any other Agreement document shall constitute a material alteration of Seller's offer and shall not be binding on Seller. Any modification to these Terms or to the terms set forth in any other Agreement document must be in a separate writing signed by an authorized representative of Seller that expressly states that it is intended to modify the Agreement. Any additional, different or inconsistent terms or conditions appearing or incorporated in any purchase order, request for quotation, confirmation, acceptance, bill of lading or other shipping document, or any other document issued by or on behalf of Buyer are rejected and ineffective, notwithstanding any acceptance or performance of any purchase order by Seller. Seller hereby expressly objects to and rejects any such additional, different or inconsistent terms or conditions.

Article I. Acceptance of Orders; Cancellations; Returns

- (a) Order Acceptance: All Orders are subject to Seller's acceptance in its sole discretion. Buyer's acceptance of Products shall be based on Seller's published specifications and the applicable test results issued by Seller's Internal Laboratory and/or Seller's Appointed Laboratory.
- (b) Seller's Cancellation Rights: Seller may cancel any Sales Contract or Order prior to delivery without liability, except for refund of monies already paid.
- (c) Buyer's Cancellation Rights: Buyer may not cancel Orders except with Seller's prior written consent and upon payment of cancellation charges covering all costs and expenses incurred by Seller. Repeated or excessive cancellations may result in extended lead times or suspension of future Orders at Seller's discretion.
- (d) Return Authorization Required: No Products may be returned without Seller's prior written authorization. Unauthorized returns will be refused at Buyer's risk and expense.
- (e) Approved Returns: Only returns expressly pre-approved in writing by Seller will be accepted, at the location and on the terms specified in that approval. All costs of return, including freight, insurance, and customs and handling charges, shall be borne by Buyer unless Seller agrees otherwise in writing.
- (f) Quality Determination: Specification compliance and the resolution of any quality disputes shall be determined solely on the basis of test results from Seller's Internal Laboratory and/or Seller's Appointed Laboratory, and such test results shall be final and binding on all parties.
- (g) Time Limit for Claims: No claims for returns, refunds or quality issues may be submitted more than six (6) months after delivery.

Article II. Payment and Credit

- (a) Payment.
 - (i) Payment Terms: Unless otherwise specified in the applicable Sales Contract or Order, Buyer shall pay Seller for all invoiced amounts within thirty (30) days, or such longer period (not exceeding sixty (60) days) as stated in the Sales Contract or Order. All payments shall be made in U.S. dollars by wire transfer or electronic funds transfer in immediately available funds, in accordance with Seller's invoice instructions, without deduction of any kind whatsoever.

- (ii) Payment Instructions: Payment shall be made to the bank account specified on Seller's invoice. Any change to Seller's banking details will be communicated through official channels with appropriate verification procedures. Buyer is strongly advised to verify any change to banking details directly with Seller's authorized representatives, using known contact information, before processing payment. Seller is not responsible for payments made to fraudulent accounts if Buyer failed to verify banking details through Seller's official channels.
- (b) Credit.
- (i) All sales are subject to Seller's right to review Buyer's financial ability to pay, on a case-by-case basis, before making shipment. Seller reserves the right to re-examine Buyer's financial condition from time to time. Without prejudice to any of Seller's other rights or remedies, Seller may refuse to accept Orders from Buyer at any time if Seller determines that Buyer is incapable of making payment on terms acceptable to Seller.
- (ii) Seller may, but need not, establish a credit limit for Buyer's account in its sole discretion. Seller reserves the right to refuse to make shipments to Buyer if such shipments may cause Buyer to exceed such credit limit, and may increase or decrease the credit limit (including to zero) from time to time in its sole discretion. In lieu of extending credit, Seller may, at its sole discretion and prior to the supply of any Product, require Buyer to (a) obtain an acceptable letter of credit ("**LOC**"), (b) arrange payment via Cash Against Documents (CAD), Documents against Payment (D/P) or Documents against Acceptance (D/A), at Buyer's cost, as expressly agreed by Seller in an Order or otherwise accepted by Seller in writing in respect of a specific Order, provided that such arrangement is in a form acceptable to Seller and consistent with this Agreement, or (c) make full payment in cash simultaneously with the placement of any Order, to the extent permitted by applicable law. Seller's acceptance of any payment method in subclause (a) or (b) in respect of a particular Order does not oblige Seller to agree to the same payment method or related terms for any future Order.
- (iii) If Seller requires payment through an LOC, the LOC shall be established by Buyer at Buyer's expense. All costs, including bank confirmation charges, are for Buyer's account. Every LOC shall: (a) be in favor of, and in a form acceptable to, Seller; (b) be consistent with the terms herein; (c) be maintained in sufficient amounts and for the period necessary to meet all payment obligations; (d) be irrevocable and issued by a bank acceptable to Seller within fifteen (15) days after acceptance of the applicable Order; (e) permit partial deliveries; and (f) provide for (1) pro rata payments upon presentation of Seller's invoices and either Seller's bill of lading or other proof of delivery and (2) the payment of any charges for export shipment, price adjustments and cancellation or termination. Notwithstanding the establishment of any LOC, Buyer's payment obligation is not discharged until Seller has received payment in full of the invoiced amounts in cash or cleared funds.
- (iv) Seller's failure to enforce the credit limit or any of its other rights under paragraph (b)(ii) in any instance shall not constitute a waiver of Seller's right to enforce them subsequently. Seller shall be under no obligation to hold or store Products for Buyer beyond the scheduled shipment date (a) if Seller has established a credit limit for Buyer's account and, on the scheduled shipment date, shipment would cause Buyer's account to exceed it, or (b) if Seller requires an advance cash payment or an acceptable LOC and, on the scheduled shipment date, such payment or LOC has not been received. Orders for Products so affected may, at Seller's option, be treated as cancelled and will be subject to cancellation charges covering Seller's costs and expenses in relation to such cancellation.
- (v) Retention of Title: Notwithstanding Article VI, Seller retains title to all Products delivered to or set aside for Buyer on credit until Buyer has paid for them in full in accordance with these Terms, to the extent permitted by applicable law. Buyer shall, at Seller's request and Buyer's cost, provide all cooperation reasonably required to record, register or otherwise perfect Seller's retention of title in Brazil and in the country of destination, and authorizes Seller to do so. This paragraph does not affect the passing of risk under Article VI, and Seller's rights under it are in addition to its other rights and remedies under the Agreement, at law or in equity.
- (c) Late Payments: If Buyer fails to pay any invoiced amount when due, or if, in the reasonable opinion of Seller, Buyer's financial condition or ability to otherwise perform is impaired or unsatisfactory, Seller may, at its option, without further notice to Buyer and without prejudice to its other rights and remedies, (i) suspend deliveries until all indebtedness is paid in full and/or (ii) place Buyer's shipments on a cash-in-advance basis until arrangements are made for security or other assurances satisfactory to Seller, at Seller's sole discretion. In the event of Buyer's default in payment, Buyer shall pay Seller's costs of collection, including reasonable legal fees and expenses. All payments under the Agreement shall be made at the full invoiced amount, without deduction, set-off or offset.

Any amount that remains due and owing after the due date shall bear interest from the due date until the date paid at a monthly rate equal to the lower of (a) one and one half percent (1.5%) or (b) the maximum rate allowed by applicable law. Buyer's failure to pay all overdue amounts within five (5) days of notice from Seller shall be a material breach of the Agreement and shall entitle Seller to seek damages and to terminate the Agreement, in whole or in part, in addition to any other rights or remedies available under the Agreement, at law or in equity. Any pre-existing obligation of Buyer to make payment for Products delivered hereunder shall survive termination of the Agreement.

Article III. Price Adjustments. Seller may revise the price of any Product by giving Buyer at least fifteen (15) days' prior written notice. Unless the Sales Contract expressly fixes the price, prices are fixed for each calendar quarter, and any revision shall take effect from the start of the following quarter. Notwithstanding the foregoing, if freight costs or other supply chain costs vary by more than five percent (5%) from the basis on which the current price was established, Seller may adjust the price during the quarter on at least fifteen (15) days' prior written notice, which shall include a reasonable explanation of the variation. A revised price applies to all shipments loaded on or after the effective date stated in the notice, regardless of when the Sales Contract was signed or the Order was placed. If Seller wishes to revise any price but is prevented from doing so by any law, governmental decree, order or regulation, or if any price then in effect under this Agreement is nullified or reduced by reason of any law, governmental decree, order or regulation, Seller shall have the right to revise the Agreement to most closely achieve its original intent, or to terminate the Agreement, in whole or in part, immediately upon written notice to Buyer.

Article IV. Taxes and Duties. All stated prices for Products are exclusive of any taxes, fees, duties, tariffs and levies, however designated or imposed, including sales, use, excise, export, value-added and similar taxes that are levied or based upon the amounts paid under this Agreement or the Products sold hereunder (collectively, "**Taxes**"). Any Taxes related to the Products purchased under this Agreement are the responsibility of Buyer (excluding taxes based on Seller's net income) unless Buyer presents an exemption certificate acceptable to Seller and the applicable taxing authorities. All export taxes arising from the country of exportation shall be paid directly by Seller to the applicable governmental authority, and all import taxes arising from the country of importation shall be paid directly by Buyer to the applicable governmental authority. In the event Seller is required to pay any Taxes or other charges, Buyer shall reimburse Seller therefor on demand. If any exemption certificate presented by Buyer is held to be invalid, then Buyer will immediately pay Seller the amount of the Tax and any penalties and interest related thereto.

Article V. Governmental Authorizations

- (a) Seller shall be responsible for timely obtaining any export license or authorization required in Brazil and for completing export clearance of the Products. Buyer (or Buyer's designated import agent) is responsible for timely obtaining any import license, exchange permit and any other governmental authorization required for the Products in the country of destination (and any country of transit), and will provide them to Seller before shipment. Buyer and Seller shall assist each other where reasonably possible in connection with these obligations. Seller shall not be liable if any authorization of any government is delayed, denied, revoked or restricted, and Buyer shall not be relieved thereby of its obligations to pay Seller.
- (b) All shipments are subject to the export control laws and regulations of Brazil, as the country of origin. Buyer agrees that it shall not dispose of Products purchased from Seller, by way of re-export, diversion or otherwise, other than into the final country of destination specified in the applicable Sales Contract or Order, except as permitted by such laws and regulations.

Article VI. Delivery; Title and Risk of Loss

- (a) Unless otherwise agreed in writing by the parties in the applicable Sales Contract or Order, Seller will deliver the Products FOB (Incoterms® 2020) (the "**Delivery Location**"), by placing them on board the vessel nominated by Buyer at the Delivery Location, using Seller's standard methods for packaging and loading. Buyer shall arrange and pay for main carriage and shall give Seller timely written notice of the vessel or booking details and of the required loading dates. Seller shall not be responsible for obtaining insurance on any shipment of Products, unless otherwise expressly agreed in writing by Seller at Buyer's request on a case-by-case basis. Where the parties agree that Seller will arrange carriage and/or insurance, all related costs will be invoiced to and paid by Buyer as set out in the Sales Contract or Order.
- (b) Subject to Article II(b)(v), title to and risk of loss of the Products will pass to Buyer when the Products have been placed on board the vessel at the Delivery Location. Seller will use reasonable efforts to deliver Products in accordance with any delivery dates requested by Buyer or specified by Seller, but such dates are not guaranteed. Seller may deliver Products in partial shipments and reserves the right to invoice for partial deliveries, which are

payable in the same manner as full deliveries. If Buyer fails to take delivery when agreed, including by failing to make a vessel or booking available in time, Buyer will pay all losses and additional expenses incurred by Seller in connection with such delay, including demurrage, handling, storage, insurance and similar charges.

Article VII. Limited Warranty

- (a) Seller warrants to Buyer that the Products shall meet Seller's published specifications in all material respects for a period of six (6) months following delivery under Article VI(a) of such Products to Buyer (the "**Warranty Period**"). Any claim for breach of this warranty shall be barred and waived unless Buyer informs Seller in writing, before the expiration of the Warranty Period and within ten (10) days after Buyer learns of any material non-conformity of the Products with Seller's published specifications. Seller shall have a reasonable period of time to investigate any such claim, and Buyer shall cooperate with that investigation, including by giving Seller reasonable access to inspect and test the Products and the environment in which the Products have been stored and maintained. If Seller determines that any Product fails to conform to this warranty and Buyer's warranty claim is valid, then, as Seller's sole obligation and Buyer's sole remedy, Seller may, at its sole discretion, either (i) repair or replace the non-conforming Products or (ii) refund the amounts paid by Buyer for such Products. If Seller elects to replace the non-conforming Product, Seller will arrange for shipping of the replacement by a carrier selected by Seller to the Buyer's location, at Seller's cost and expense. Seller reserves the right to replace any non-conforming Product with another product of similar quality and purpose. Under no circumstances will Seller be responsible for any of the following, or any cost in connection with them: de-commissioning and removal of non-conforming Product; installation of replacement products; or any loss or damage arising from any person's or entity's inability to use the non-conforming Product.
- (b) The limited warranty in this Article VII does not apply to any Product, or part thereof, which (i) is normally consumed in transfer; (ii) has a normal life inherently shorter than the Warranty Period; (iii) is not properly stored, transported, used or maintained, or is modified or adulterated other than pursuant to Seller's instructions or approval; (iv) has been subjected to any other kind of misuse or detrimental exposure, has been involved in an accident, or is otherwise damaged in transit (but excluding transit by Seller to the Delivery Location); (v) has its serial number or other identifying mark defaced or removed from the packaging without the prior written consent of Seller; or (vi) has any other defect or non-conformity not caused by Seller.
- (c) This Article VII sets forth Buyer's sole and exclusive remedy, and Seller's sole liability, for any claim based upon defects in or non-conformity of the Products, whether the claim is in contract, warranty, tort, statute or otherwise. EXCEPT AS EXPRESSLY PROVIDED IN THIS ARTICLE VII, SELLER DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, AND EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

Article VIII. Indemnification

- (a) Buyer will defend, indemnify and hold harmless Seller and its parent company and their respective subsidiaries, affiliates, successors and assigns and their respective directors, officers, shareholders and employees from and against any and all losses, injuries, deaths, damages, liabilities, claims, demands, investigations, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, fees (including import and export customs fees) and expenses (including reasonable legal and professional fees and costs) (collectively, "**Losses**") arising out of, related to or occurring in connection with: (i) any negligence or willful misconduct of Buyer or its employees or agents; (ii) any misuse or modification of the Products by Buyer or its employees or agents; (iii) any act or omission by Buyer or its employees or agents in contravention of any safety procedures or instructions that Seller provides to Buyer or its employees or agents; (iv) the failure to store, install, operate or maintain the Products in accordance with Seller's instructions; or (v) any violation of the Agreement or applicable law.
- (b) Seller will defend, indemnify and hold harmless Buyer from and against any Losses arising out of or occurring in connection with the gross negligence or willful misconduct of Seller or its employees or agents.

Article IX. Limitations of Liability

- (a) To the maximum extent permitted by applicable law, in no event, and whether due to negligence or otherwise, shall Seller be liable for any special, consequential, incidental, indirect, punitive or exemplary damages, including any loss of profit or revenues or loss of use of the Products, regardless of the form of action, whether in contract, tort or otherwise, even if Seller has been advised of the possibility of such damages. Seller's total liability for all claims arising out of or relating to the Products or the Agreement will be limited to general monetary damages in an amount not exceeding the total purchase price of the Products giving rise to the claim.

- (b) Buyer is responsible for conducting pre-production screening of all Products prior to use. Seller shall not be liable for any damages arising from use of unscreened Products, including equipment damage, production losses or defective finished products. Quality claims may be submitted only if pre-production screening identifies defects attributable to Seller's production process (foreign objects, damaged bags or particle sizes outside specification) and are filed in accordance with Article VII within the timeframes specified therein.

Article X. Changes. Seller reserves the right to alter or otherwise modify the Products without notice and without any obligation to replace previous shipments to Buyer.

Article XI. Termination. In addition to any other rights and remedies of Seller, Seller may terminate this Agreement, in whole or in part, with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and the failure continues for five (5) days after Buyer's receipt of written notice of non-payment; (ii) otherwise fails to perform or comply with the terms and conditions of the Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy, judicial or extrajudicial reorganization, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. In no event shall any termination of the Agreement (whether in whole or in part) relieve Buyer of any of its payment obligations.

Article XII. Confidentiality. All non-public, confidential or proprietary information of Seller, including specifications, samples, patterns, designs, plans, drawings, certificates, declarations, documents, data, business operations, customer lists, pricing, discounts or rebates, that Seller discloses to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and regardless of whether marked, designated or otherwise identified as "confidential," in connection with the Agreement is confidential, is solely for the use of performing the Agreement, and may not be disclosed to any person, corporate division or entity, or copied, unless authorized in advance by Seller in writing. Upon Seller's request, Buyer will promptly return all documents and other materials received from Seller. Seller will be entitled to seek injunctive or other urgent relief from any competent court for any violation of this Article XII, without having to post bond or establish the insufficiency of any other remedy. This Article XII does not apply to information that is: (i) in the public domain, through no fault of Buyer, at or subsequent to the time it was disclosed to Buyer by Seller; (ii) rightfully known by Buyer, free of any obligation of confidence, at the time of disclosure by Seller, as evidenced by written records; or (iii) rightfully obtained by Buyer from a third party without similar restriction, where the disclosure by that third party does not violate any obligation owed by it to Seller, each as evidenced by written records.

Article XIII. Force Majeure

- (a) Seller is not liable for any failure or delay in the performance of any of its obligations under the Agreement if caused, directly or indirectly, by act of God or the public enemy, fire, explosion, perils of the sea, flood, earthquake, epidemic, pandemic, quarantine conditions, drought, war (declared or undeclared), acts of war, terrorism, riots, civil insurrection, sabotage, accident, embargo, governmental priority, sanction or prohibition, geopolitical or economic crisis, oil and gas crisis, unavoidable casualty, interruptions of transportation facilities or delays in transit, supply shortages or constraints, increased costs of mining, energy, supply chain or transportation, failure of any third party to perform any commitment to Seller relative to the production or delivery of any products or materials required by Seller to perform its obligations hereunder, strikes, lock-outs or other labor disturbances, or any other cause, whether similar or dissimilar to the causes enumerated herein, beyond the reasonable control of Seller. If Seller is delayed by any act or omission of Buyer, or by any prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable price and performance adjustment. If, due to any of the above circumstances, Seller is unable to supply all of the Products provided for hereunder, Seller may allocate its available supply of Products among its purchasers, or any of them, as Seller in its sole discretion elects, without liability to Buyer for any failure of performance which may result.

Article XIV. Resale. Seller shall not sell, and Buyer shall not resell, the Products into any country in violation of any applicable law of the country of origin or of Buyer's country. (Not applicable to a Seller-appointed agent.)

Article XV. No Nuclear or Military Use; Compliance with Laws

- (a) No Nuclear or Military Use: Products sold hereunder are not intended for application (and shall not be used) in connection with the use or handling of nuclear material, the construction or operation of a nuclear installation, or any military purpose. Buyer represents, warrants and covenants that it shall not use the Products for any such purpose or permit others to do so. If, in breach of this restriction, any such use occurs, Seller disclaims all responsibility and liability for any and all damages, injuries and contamination resulting therefrom, and Buyer shall indemnify, defend and hold harmless Seller against any and all Losses incurred by Seller as a result of such breach.

- (b) Compliance with Laws: Buyer represents, warrants and covenants that it shall at all times comply with all applicable laws and regulations, including the laws and regulations of the country of origin of the Products and of Buyer's country.

Article XVI. Sanctions, Export Controls and Trade Restrictions. Buyer acknowledges that, from time to time, the country of origin may impose (i) sanctions against certain specially designated or blocked persons and entities and certain countries, as well as persons and entities located in, or nationals of or related to, such countries, or (ii) prohibitions against performing actions which in any way support boycotts of certain countries. Under any such sanctions or prohibitions, Seller is not able to engage in or facilitate transactions that in any way involve such countries, persons or entities, or that violate such sanctions or prohibitions. Both parties shall at all times comply in good faith with these sanctions and prohibitions. Buyer shall not use, misuse, sell or trans-ship any Product in violation of any such sanctions or prohibitions. Seller shall have no liability to Buyer for any failure to perform any of its obligations under the Agreement if such failure is necessary for compliance with any applicable trade embargoes, trade sanctions or export control regulations.

Article XVII. Customs Clearance. Buyer shall be the importer of record of the Products and shall ensure compliance with all laws, regulations and customs requirements of the destination country (including any reporting or notification requirements that may apply to Buyer as importer of record). Seller's responsibility is limited to export clearance in Brazil as provided in Article V. Buyer shall indemnify and hold harmless Seller against any and all Losses incurred by Seller relating to the import customs clearance process.

Article XVIII. Governing Law; Dispute Resolution

- (a) Governing Law: All matters arising out of or relating to the Agreement are governed by and construed in accordance with the laws of the Federative Republic of Brazil, without giving effect to any choice-of-law or conflict-of-law rule that would cause the application of the laws of any other jurisdiction.
- (b) Arbitration: Any dispute, controversy or claim arising out of or relating to the Agreement, including its breach, existence, validity, legality, enforceability, interpretation, performance, nullity, termination or expiration (each, a "**Dispute**"), shall be finally settled by arbitration administered by the Center for Arbitration and Mediation of the Brazil-Canada Chamber of Commerce (CAM-CCBC), in accordance with its arbitration rules in force at the time the arbitration is commenced. The seat of arbitration shall be São Paulo, State of São Paulo, Brazil. Unless the parties agree on a sole arbitrator, the tribunal shall consist of three (3) arbitrators appointed in accordance with those rules. The arbitration shall be conducted in the English language and in accordance with Brazilian Law No. 9,307/1996. The award shall be in writing and reasoned, may grant money damages, injunctive relief or specific performance, and shall be final and binding on the parties, who consent to its enforcement in any court of competent jurisdiction.
- (c) Interim Relief and Enforcement: Without prejudice to paragraph (b), either party may apply to the competent courts of the seat of arbitration for urgent interim or conservatory measures, and for enforcement of an arbitral award, and Seller may enforce any award against Buyer's assets before any court of competent jurisdiction. Each party irrevocably submits to the jurisdiction of such courts for those purposes.
- (d) Specific Consent: Buyer expressly acknowledges that it has read and specifically agrees to the arbitration clause in paragraph (b).
- (e) CISG: THE PARTIES AGREE THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE AGREEMENT OR ANY DOCUMENTS RELATED TO IT, AND HEREBY DISCLAIM ANY SUCH APPLICATION.

Article XIX. Choice of Language. It is the express intention of the parties that the Agreement and all related documents be drafted in English. In the event of any translation, the English version shall prevail.

Article XX. Survival. In addition to any other term whose context so requires, the terms contained in the introductory paragraph of these Terms and in Article II(a) II(b)(v) and (c), Article IV, Article V(b), Article VI(b), Article VII, Article VIII, Article IX, Article XII, Article XIII, Article XIV, Article XV, Article XVI, Article XVII, Article XVIII, Article XIX and Article XXI will survive the termination or expiration of these Terms or of any Sales Contract or Order.

Article XXI. Miscellaneous

- (a) Buyer acknowledges that it has not been induced to purchase any Products from Seller by any representation or warranty not expressly set forth in the Agreement.

- (b) Buyer shall not delegate or assign any of its duties or rights under the Agreement to a third party without the prior written consent of Seller. Any delegation or assignment by Buyer in violation of the foregoing shall be void.
- (c) No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege under the Agreement precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- (d) The Article and paragraph headings contained in these Terms are for convenience only and do not affect the interpretation of any provision.
- (e) If any provision of the Agreement is held to be prohibited or unenforceable, the provision will be changed and interpreted to accomplish its objectives to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.
- (f) Any notice under the Agreement shall be in writing, in English, and shall be deemed duly given if signed by or on behalf of a duly authorized officer or director of the party giving notice and delivered to the registered office of the party to be served (or to such other address or e-mail address as that party has notified in writing) as follows:
 - (i) by hand: at the time it is handed or left at the address of the party to be served;
 - (ii) by registered or recorded post or courier: on the date, not being a Saturday, Sunday or public holiday in the jurisdiction of the recipient, that is five (5) days after the day of posting; and
 - (iii) by e-mail: on the date the e-mail is sent.
- (g) In proving that a notice was properly given, it shall be sufficient to prove that the notice was left, or that the envelope containing it was properly addressed and posted, or that the e-mail was properly addressed and dispatched (as the case may be).