

TERMS AND CONDITIONS OF SALE - HIGH PURITY IRON INC. (rev. 2021)

- General. Set forth below are the terms and conditions for sale of Product by High Purity Iron Inc. ("HPI") to Customer. The words "Customer" and "Product" shall have the meanings ascribed to such terms on the face of the price quote, acknowledgment of order, email confirmation or invoice (the "Acknowledgement") to which these terms and conditions are attached or incorporated by reference. These terms and conditions and the Acknowledgement shall be collectively referred to as the "Agreement". If Customer has issued or issues any purchase order, confirmation, memorandum or other instrument in regards to Product, it is specifically agreed and understood that such purchase order, confirmation, memorandum or other instrument is for Customer's internal administrative purposes only and any or all terms, conditions and provision therein contained, whether printed or otherwise, shall be absolutely void and of no force or effect against HPI. If the shipment covered by these terms and conditions is pursuant to an executed sales agreement between HPI and Customer, and if there is any conflict between the terms and conditions hereof and the terms and conditions of the sales agreement, those of the sales agreement shall prevail. All orders for Product must be accepted by HPI and shall be exclusively deemed accepted in the State of Illinois. HPI reserves the right to refuse to accept any order forwarded to it and shall not be liable in any respect by reason of such refusal. After acceptance by HPI, no order may be canceled or modified without HPI's prior written approval other than as provided for in Section 6 below.
- Delivery; Risk of Loss and Title. HPI shall ship the Product in accordance with the delivery term (Incoterms 2010 edition) set forth in the Acknowledgement and as otherwise modified by this Agreement. Title to, and risk of loss in, Product shall pass to Customer upon Product being loaded into carrier at HPI's stockpile in accordance with the Acknowledgement. Any Claims for loss or damage after risk of loss has passed to Customer shall be filed with the carrier. Customer shall obtain and complete any authorizations, permits, import licenses or other documents that may be required in order to import Product into the country of destination. Customer acknowledges that shipping dates are approximate. If shipment is delayed, HPI shall have no obligation to allocate deliveries of Product to the Customer as against other customers.
- Payment. Payment for the Product shall be made by the Customer to HPI in cleared funds to the bank account specified on the Acknowledgement and by the due-date for payment as specified, without set-off or counterclaim. In the case of late payment, HPI reserves the right to charge interest at LIBOR (or any analogous successor index of HPI's choosing) plus 12% for the period commencing the day after the due-date shown on the Acknowledgement. Furthermore, in the case of late payment, HPI shall have no obligation to ship to Customer or release from carrier any Product until full payment (plus interest (if applicable)) is received. HPI reserves the right to reduce credit terms, modify payment terms, or to require Customer to provide security in the form of a letter of credit, guaranty or other security (which shall be in a form and substance and in an amount acceptable to HPI), at any time, on written notice to the Customer if : (i) HPI determines in its sole discretion that the Customer's financial condition has deteriorated; (ii) if HPI at any time does not receive prompt payment; (iii) if HPI's credit insurance is reduced or cancelled; or (iv) if a bank or other financial institution does not, or ceases to, accept the assignment by HPI of accounts receivable pursuant to factoring or other similar accounts receivable financial arrangements.
- Warranties; Limitation of liability. **HPI WARRANTS THAT IT SHALL CONVEY GOOD TITLE TO THE PRODUCT TO THE CUSTOMER AND THAT THE PRODUCT SOLD AND DELIVERED HEREUNDER SHALL CONFORM TO THE SPECIFICATIONS AS PROVIDED BY HPI FROM TIME TO TIME (THE "SPECIFICATIONS"). IF ANY PRODUCT SOLD AND DELIVERED HEREUNDER DOES NOT CONFORM TO SAID SPECIFICATIONS AND IN THE EVENT THE PARTIES ARE UNABLE TO AGREE ON AN EQUITABLE ADJUSTMENT TO THE PRICE, HPI SHALL, AT ITS COST AND EXPENSE, REMOVE OR OTHERWISE DISPOSE OF SUCH NON-CONFORMING PRODUCT AND REPLACE IT WITH AN EQUIVALENT QUANTITY OF PRODUCT WHICH MEETS THE SPECIFICATIONS. HPI'S OBLIGATION TO REMOVE OR DISPOSE OF AND REPLACE NON-CONFORMING PRODUCT SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND HPI'S SOLE OBLIGATION HEREUNDER. HPI SHALL ONLY BE OBLIGED TO REMOVE/DISPOSE AND REPLACE NON-CONFORMING PRODUCT IF THE CUSTOMER GIVES PROMPT WRITTEN NOTICE TO HPI OF SUCH NON-CONFORMANCE. EXCEPT AS PROVIDED IN THIS SECTION 4, CUSTOMER TAKES THE PRODUCT "AS IS" AND ALL WARRANTIES, REPRESENTATIONS OR CONDITIONS WHICH COULD BE IMPLIED AT COMMON LAW, BY CONTRACT, BY STATUTE OR OTHERWISE, RELATING TO DESCRIPTION, VARIETY, CHARACTERISTICS,**

SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE (WHETHER OR NOT MADE KNOWN TO THE CUSTOMER OR OTHERWISE COMMUNICATED TO HPI) OR ARISING FROM A COURSE OF DEALING, OR USAGE OF TRADE, ARE SPECIFICALLY DISCLAIMED AND EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY ANY APPLICABLE LAW. THE AGREEMENT IS NOT A SALE BY SAMPLE. HPI SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING, WHETHER IN CONTRACT, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE: ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSS OR DAMAGE; ANY LOSS OF PROFIT, REVENUE, BUSINESS, PRODUCTION, OPPORTUNITY, USE, CONTRACT GOODWILL, REPUTATION, ANTICIPATED SAVINGS; AND/OR ANY CLAIM AGAINST THE CUSTOMER BY ITS CUSTOMERS, ARISING DIRECTLY OR INDIRECTLY FROM ANY FAILURE OR DELAY IN PERFORMING ANY OBLIGATION PURSUANT TO THIS AGREEMENT OR OTHERWISE. IN NO EVENT SHALL HPI'S AGGREGATE LIABILITY FOR EACH SHIPMENT EXCEED THE PURCHASE PRICE OF SUCH SHIPMENT.

5. Trademarks. Customer agrees that nothing herein shall give Customer any right, title or interest in any trademarks licensed to HPI including without limitation, ATOMET® and SORELMETAL®. Customer acknowledges that such Trademarks rights are the sole property of HPI and that Customer shall not use such trademarks.
6. Force Majeure. A party hereto will be excused from performance of its obligations under this Agreement (except for the obligation to make payment when due of invoices issued hereunder) to the extent prevented or delayed by a Force Majeure Event, and such obligations shall be suspended, without liability for damages, costs or expenses incurred or sustained by the other party to the extent made necessary by the Force Majeure Event. Force Majeure Events must promptly notified the other Party as soon as reasonably practicable from the existence of the same, together with details on which of its obligations are impacted, to what extent it will impact performance hereunder, and when it reasonably expects to be able to resume performance. If a Force Majeure Event affects HPI's ability to supply the Product to the Customer and other customers (including internal uses or to a Related Entity), HPI may allocate reduced quantities or quality of the Product sold to the Customer in such manner as it reasonably determines. The party invoking a Force Majeure Event shall use commercially reasonable efforts to attempt to mitigate the impact of the Force Majeure Event and to resume performance of the impacted obligations as soon as reasonably practicable, however nothing shall require any Party to settle any strikes or labour disputes nor to submit to what it considers to be unreasonable conditions or restrictions in respect to regulatory actions or permit terms. Failure to deliver or accept delivery of Product that is excused by or results from the operation of a Force Majeure Event shall not extend the term of the Agreement and the quantity of Product to be delivered and accepted hereunder shall be reduced by the quantity affected by such failure. Should such Force Majeure Event last longer than three months, the parties shall consider the steps to be taken following the cessation of such event and HPI shall have the right terminate this Agreement upon written notice to Customer.
7. Taxes. All taxes, imposts, and/or duties imposed and/or levied by or payable to any federal, state or local government or any subdivision thereof on this Agreement, or upon any or all of the Product covered hereby, or upon any transaction or delivery hereunder, or upon the purchase price payable hereunder, but excluding any taxes based on the net income of HPI, shall be for the account of and are assumed by Customer, whether such taxes, imposts and/or duties shall be paid or be payable by HPI, or otherwise.
8. Indemnification. Customer agrees to indemnify, defend, and hold harmless HPI, its parents, subsidiaries and affiliates, and any of their respective past or present directors, officers, employees, agents and representatives, against any and all liabilities, claims, damages, investigations, suits, causes of action, judgments, losses, penalties, costs or expenses for loss or injury to persons or property including, without limitation, reasonable attorneys' fees, based upon any legal theory whatsoever, arising out of or in consequence of, or alleged to have arisen out of or in consequence of, in whole or in part: a) any breach or default by Customer of the terms or conditions of this Agreement; b) acts and omissions, whether negligent or not, including, without limitation, with respect to acts of transportation, loading, trans-loading, unloading, storage, handling, use, processing or application of Product, by Customer or its customer(s), and/or its or their employees, agents, end-users, or anyone acting on their behalf or at their request, or of a holder, whether or not in due course, of Product after title thereto has passed to Customer; c) violations of statutes, regulations, ordinances, or rules by Customer, d) liabilities predicated on theories of strict liability, whether imposed or arising under a statute, ordinance,

regulation, or at common law or otherwise; or (e) subsequent use or resale of the Product or other storage, disposal, or other disposition by Customer or its customer(s), and/or its or their employees, agents, end-users, or anyone acting on their behalf or at their request, or of a holder, whether or not in due course, of Product after title thereto has passed to Customer, including, but not limited to, any and all representations or warranties that Customer makes to a third party in the course of the use, resale or other disposal of the Product.

9. Rio Tinto Business Standards. The Customer must comply at all times with the Rio Tinto Business Standards which the Customer warrants it has read and understood.
10. No Corrupt Practices. The Customer represents and warrants that neither it nor any of its Personnel or Related Entities has offered or given, or will offer or give, anything of value to: (a) any government official, in order to influence or reward any action relating to HPI and/or the Agreement; (b) any other Person where it knows or reasonably should know that the same (or part thereof) will be offered, promised or given to: (i) a government official in order to influence or reward action relating to HPI and/or the Agreement; or (ii) any Person in order to influence or reward such Person for acting improperly. The Customer must ensure that neither it nor any of its Personnel or Related Entities accept any payment or gift or other advantage that contravenes any applicable anti-corruption laws. The Customer will advise HPI in the event it or any of its Personnel or Related Entities are subject to a formal investigation, proceeding, conviction or written notice relating to the circumstances described above. The Customer confirms it will provide HPI with a certification of its compliance and reasonable supporting evidence as required on request, to allow HPI to assure itself as to the warranties and representations provided by the Customer in this Section 10. The Customer shall indemnify HPI and all members of the Rio Tinto Group against any loss or claim arising as a result of any breach by the Customer of this Section 10.
11. Sanctions. The Customer represents and warrants that neither it nor any of its Related Entities nor any of their directors, employees, agents, or representatives:
 - i. is a Restricted Party;
 - ii. will resell or deliver the Product to a Restricted Party, directly or indirectly;
 - iii. will deliver, transship or transit the Product to or through a country/territory that is the target of comprehensive sanctions (currently Cuba, Iran, North Korea, Syria, and the Crimea region and subject to change of the Sanctions);
 - iv. will make payment to or receive payment from, directly or indirectly, any Restricted Party in connection with the Product or transportation thereof which may cause HPI to breach or be exposed to adverse action under any Sanctions (whether under secondary sanctions or otherwise); or
 - v. otherwise will transact with any Restricted Party, directly or indirectly, or in violation of the Sanctions in connection with the purchase or sale of the Product in violation of the Sanctions or any manner which may cause HPI to be exposed to adverse action under any Sanctions (whether under secondary sanctions or otherwise).

The Customer further represents and warrants that the Product will not be transported on a vessel or by other carrier owned, operated, flagged or chartered by any Restricted Party.

HPI shall have the right to reject any transaction in which the Customer proposes to or in fact sells, resells, or delivers the Product to or for a Restricted Party, directly or indirectly; or in which any Restricted Party will otherwise provide services in support of, or benefit from, this contract, directly or indirectly. HPI shall have the right to terminate this Agreement immediately for any action by Customer that is inconsistent with its obligations in this Section 11 or any circumstances where continued performance would expose HPI to adverse action under any Sanctions (whether under secondary sanctions or otherwise). Customer shall be liable to HPI for any costs, expenses, damages, or delays as a result of HPI exercising its right to reject a transaction or terminate the Agreement under this provision.

12. Compliance with laws; Product stewardship. Each Party will comply with all laws applicable to its performance of this Agreement, including, for the Customer, health, safety and environmental laws relevant to the handling, transport, use and/or processing of the Product. Where the Customer on-sells the Product, the Customer must procure that any such subsequent buyer or user of the Product complies with all applicable health, safety and environmental laws relevant to the handling, transport, use and/or processing of the Product. The Customer acknowledges that the Product is not of a kind ordinarily acquired for personal, domestic or household use or consumption. This Agreement expressly and unconditionally excludes the application, at any time or in any form, of any consumer protection laws in any jurisdiction whatsoever.
13. Entire Agreement; Miscellaneous. No terms or conditions other than those stated herein and no agreement, conversation or understanding in any way changing, modifying or supplementing these terms and conditions shall be binding upon HPI unless such terms are accepted in writing by HPI and signed by its duly authorized representative. If any term of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement may be executed in counterparts and may be transmitted electronically; such signatures shall be binding as though originally signed and constituting one and the same Agreement. Each warranty and indemnity provided by the Buyer is a continuing obligation, separate and independent from the Parties' other obligations and survives the expiry or earlier termination of the Agreement.
14. Governing Law; Venue. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Illinois including, without limitation, matters of construction, validity and performance, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any foreign jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois. Any dispute between the parties relating to this Agreement shall be conducted exclusively in a state or federal court in Cook County Illinois and its courts of appeal. The parties agree and submit to such exclusive jurisdiction and venue. To the maximum extent permitted by law, each party waives the right to trial by jury. The U.N. Convention on the International Sale of Goods shall not apply to the provisions of this Agreement.
15. Definitions. In addition to the other terms that are defined herein, the following terms used in this Agreement shall have the following meanings:

“Force Majeure Event” means any event or occurrence which is beyond the reasonable control of a party to this Agreement, including (a) act of God and extreme weather events (including but not limited to cyclones, typhoons, hurricanes, storms, floods, lightning); (b) fires or explosions; (c) act or threat of terrorism; (d) wars and hostilities or the anticipated imminence thereof; strikes, lock-outs or other industrial disturbance, shortage or reduction of necessary equipment, necessary materials or products required for producing or transporting the products, labour or restrictions on the use thereof; (f) blockades, embargoes; (g) cyber-attacks; (h) power blackouts, interruption, reduction or suspension of power supply; (i) imposition of Sanctions, acts of any Governmental Authority or any restrictions upon, delays in receiving or failures to receive any permits, licences, or approvals from any Governmental Authority; (j) earthquakes; (k) pandemic, epidemic; (l) closing, unavailability or failure of port or port loading facilities or other facilities required for loading, shipment and discharge of the necessary materials, equipment or other supplies required for producing the Product; and (m) in the case of the Seller, includes unforeseeable events or circumstances impacting the purchase or production of the Product, provided that, for the avoidance of doubt, a Force Majeure Event does not include (i) economic or commercial factors that may lead to a decision by a Party to cease or curtail production or purchase of Products unless such factors have been caused in the first instance by a Force Majeure Event , and/or (ii) any event caused by a lack of funds or an inability to make payment on the date and in the manner set forth in this Contract, and provided further that the full cost of the freight shall be borne by the Party declaring Force Majeure in the event that vessel space has been booked and the vessel must be cancelled.

“Governmental Authority” shall mean any and all foreign, federal, state or local governments, governmental institutions, public authorities and governmental entities of any nature whatsoever, and any subdivisions or instrumentalities thereof.

“Person” means any natural person, corporate or unincorporated body (whether or not having separate legal personality), individual, corporation, partnership, limited liability company or similar entity.

“Personnel” means, in relation to a Person, such Person’s officers, employees, contractors, representatives, advisors and agents.

“Rio Tinto Business Standards” means the policies that govern the expected corporate conduct of the Rio Tinto Group and which includes the documents entitled The Way We Work and the Business Integrity Standard which are the Policies & Standards page on the www.riotinto.com website at <https://www.riotinto.com/sustainability/policies>

“Related Entity” means an entity which controls, is controlled by or under common control with, whether directly or indirectly, a Party; “control” for the purposes of this definition includes holding 50% or more voting rights, having the right to appoint or remove a majority of members of the board of directors (or an equivalent decision-making body) or otherwise control the composition of or voting at the meeting of the board of directors (or an equivalent decision-making body) or other rights that give a person or entity the right to direct the day-to-day operations of the party in question; “entity” for the purposes of this definition includes any corporation, incorporated or unincorporated joint venture, association or trust.

“Restricted Party” means any person or entity that is the target of Sanctions, including but not limited to (a) any person, entity or vessel identified in any list of designated persons maintained by the U.S. Treasury Department’s Office of Foreign Assets Control or other U.S. or non-U.S. government entity under its Sanctions; (b) the Government of Venezuela and any Person or entity resident or organised in any country or territory that is the target of comprehensive Sanctions (currently Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine and subject to change in the Sanctions); or (c) any person 50% or more owned (individually or in the aggregate) or controlled by a Restricted Party or someone acting on behalf of a Restricted Party.

“Sanctions” means the applicable (a) trade embargos, or economic or financial sanctions (including secondary sanctions) laws or regulations imposed, administered or enforced by relevant governments, including the U.S. Government, the European Union or its Member States, the United Nations, Australia, Canada, or the United Kingdom; or (b) export/import/trade control and antiboycott laws and regulations imposed, administered or enforced by the U.S. Government, and all applicable export/import/trade control, and anti-boycott laws and regulations imposed, administered or enforced by any other country, except to the extent inconsistent with U.S. law.