

## EVERZINC - GENERAL TERMS AND CONDITIONS OF SALE

### I. GENERAL

The present general terms and conditions ("T&C") shall apply to all sales contracts concluded by EverZinc Australia Pty Ltd (ACN 638 090 696) of c/o P.O. Box 521, Essendon North Victoria 3041, Australia, ("EverZinc"), with a professional buyer ("Buyer"). Buyer's own general conditions shall explicitly be excluded.

By passing an order, Buyer declares its agreement with the content and the applicability of these general terms and conditions and the language in which they are drawn up, it acknowledges effectively having taken note of them in advance, and expressly waives the application of its own general terms and conditions. The T&C remain, subject to change, applicable to all future orders. Whenever EverZinc decides to waive certain clauses in the T&C, this waiver is not to be interpreted as EverZinc's subsequent relinquishment of such clauses or of the totality of the T&C.

### II. OFFERS AND ORDERS

Offers made by EverZinc are strictly limited to the specified objects and exclude all accessories packing and other such items which are not mentioned and which are not indispensable.

All offers made by EverZinc are valid for a period of 2 hours from the moment on which they are made, unless otherwise specified. The prices stated in the offer are only valid to the extent that the complete offer is purchased.

The placing of an order or any other form of confirmation of agreement with an offer issued by EverZinc to which the T&C have been attached, shall imply unconditional acceptance of the T&C. T&C shall remain fully applicable to all future orders. EverZinc can only be considered bound by an order if it has issued a written order confirmation to that effect. EverZinc is not obliged to accept any order, and is entitled to refuse orders, e.g. in cases Buyer still has debts outstanding vis-à-vis EverZinc. Each and every order placed by Buyer constitutes the latter's irrevocable intent to purchase. Once accepted by EverZinc, an order can no longer be modified or cancelled. Nonetheless, EverZinc may expressly and in writing agree to:

- A change in the order, with the proviso that EverZinc reserves the right to postpone its original delivery date in consequence of such change;
- The cancellation of an order by Buyer with the proviso of payment by the latter of an indemnity covering the administration costs of EverZinc.

Any request to change the order shall only be taken into consideration if it is notified to EverZinc in writing at the e-mail address that confirmed the order to Buyer.

Any changes to the order approved by EverZinc shall result in an automatic extension of the delivery date stated in article "Delivery and risk" in accordance with EverZinc's estimate. In no event shall EverZinc be held liable for alleged damage due to extensions of the delivery dates arising from changes in the order requested by Buyer. In the event of changes to the order, the initial delivery dates can only be maintained with the express approval of EverZinc, always on the condition that Buyer shall assume all additional costs necessary to enable EverZinc to still meet the initial delivery dates.

Negotiations concerning changes to the order can in no way affect the fulfilment of the initial purchase agreement. Neither party shall be entitled to suspend the fulfilment of the initial order or any commitments arising therefrom (such as payment for goods delivered) as a result of negotiations concerning changes to the order.

### III. DELIVERY AND RISK

The order form and/or order confirmation by EverZinc may include a delivery date. However, this delivery date is purely indicative for information only. The postponement of the delivery date shall not be grounds for any form of compensation to Buyer, nor refusal to pay for the delivered goods, nor shall any such postponement be grounds for cancellation of the order. This clause does not apply to the extent the T&C is deemed a small business contract under the Competition and Consumer Act 2010 (Cth).

EverZinc shall be entitled to postpone delivery as long as Buyer has not paid the advance required for the goods to be delivered and/or the price of previous deliveries, in full.

The risk of loss and damage to the goods will be transferred at the time of delivery.

Unless otherwise agreed in writing, delivery shall be Ex Works (Incoterms® 2020) at the address mentioned on the offer and order confirmation. The costs and risks of transport shall be borne by Buyer. EverZinc cannot be held liable for any consequence of transport, theft, destruction, or any other risk whatsoever, even if the carrier was selected by EverZinc. In the event of damage of any kind caused during transport, Buyer has no recourse against EverZinc and Buyer must pursue recourse against the carrier or its insurer. It is incumbent on Buyer, and the Buyer alone, to safeguard his rights with respect to transport and insurance companies in the event of shortages, damage or any other incident.

Loading of the goods shall be done by Buyer at its own risk. Buyer is liable for all damage during or after delivery.

Buyer will collect purchased goods no later than 30 days of the goods being made available, even if the order has only been executed in part. A Buyer who refuses to collect the goods ordered shall be liable to pay a storage charge of 1 EUR net per m<sup>2</sup> per day after the 15<sup>th</sup> day following the initial delivery date. All risks of fire, theft or any other damage shall be assumed by Buyer as of initial delivery date. If Buyer refuses to collect the ordered goods on the initial delivery date, purchase price shall be immediately due and payable to EverZinc from the initial delivery date. After that, Buyer can only take receipt of the goods if it has paid EverZinc the full purchase price, storage charges due and any late payment interest and compensation. In the event of Buyer failing to take delivery of the products on the agreed due date, EverZinc reserves the right (in each instance at Buyer's cost and risk and on his responsibility) to demand a forced sale, to cover itself by means of reversing the transaction on the London Metal Exchange ("LME") or to renew or extend its cover on the LME for a period of its choice.

The packaging and packing and any other form in which products are made available will be of the simplest most commonly used type for the products in question. The packaging, packing and any other arrangements for shipment will be approved by the Buyer at EverZinc's plant, prior to shipment where applicable. Unless Buyer actually checks such packaging, packing and arrangements and expresses any reservation with regard to it in writing before the delivery, he will be presumed to have approved the same, and any risks inherent therein will be transferred prior to the products leaving EverZinc's plants. EverZinc shall pack and mark its products according to its standard procedures for domestic and/or export delivery. The products and/or packaging will carry a trade mark of EverZinc, at EverZinc's discretion.

EverZinc is entitled to deliver the goods in instalments, unless agreed otherwise. EverZinc shall be entitled to issue separate invoices for these partial deliveries.

Buyer will purchase products from EverZinc solely for professional purposes. Goods, products and/or packaging in which the Buyer has incorporated EverZinc products will be marked as the Buyer's products.

### IV. NON-CONFORMITY AND VISIBLE DEFECTS

Buyer shall check delivered goods and, if necessary, make all necessary remarks about the goods in accordance with the T&C. In the absence of remarks, goods shall be considered to have been delivered in accordance with agreement. Buyer confirms that he possesses the necessary technical skills to carry out this conformity check and will be deemed to have approved the products unless he notifies EverZinc to the contrary regarding the conformity of the goods or visible defects no later than two working days after receipt of the products by registered letter, and in any case before they are used, processed or resold, either entirely or in part, and must be accompanied by documents proving the non-conformity or visible defects.

Resale or use of the goods by Buyer shall deprive the latter of its future right to make any remarks concerning their conformity. The warranty does not cover defects or loss of goods resulting from careless handling or storage of the goods by Buyer. Remarks submitted by Buyer shall not permit the latter to default on its payment obligations of the delivered goods.

After 1 month following delivery of goods, no legal procedure can be instituted by Buyer on the grounds of non-conformity, while legal action within this time limit can be brought only in so far as remarks have been formulated and forwarded duly accompanied by photographs in evidence within 2 working days after delivery of goods. Following the expiry of said term, Buyer shall no longer be able to invoke any kind of non-conformity or visible defect of goods, or resort to any non-conformity or visible defect as a defense vis-à-vis EverZinc if the latter starts a legal procedure to claim payment of outstanding debts.

All charges for carrying out conformity checks and other charges (including for collecting and shipping products), formalities (customs, environmental or other formalities) and taxes and costs entailed thereby are payable by Buyer.

Buyer expressly acknowledges and agrees that it has not relied upon and EverZinc is not liable for any advice given by EverZinc, its agents or employees in relation to the suitability for any purpose of goods or materials supplied by EverZinc.

### V. HIDDEN DEFECTS

Hidden defects refers to production faults that render any normal use of the product impossible and that remained hidden from Buyer prior to commissioning ("Hidden defects"). EverZinc shall warrant all products provided under these T&Cs will be free from hidden defects subject to the following conditions:

- The warranty is only valid for goods that have legitimately been acquired by Buyer;
- The warranty only applies to goods sold by EverZinc;
- The replacement or repair of the defective parts is the Buyer's sole remedy for any such defect, and this irrespective of the cause of the defect in question;
- The warranty does not cover defects and theft as a result of storage at Buyer's premises;
- The warranty does not cover any abnormal use of the goods or any use that is contrary to the user instructions that are included in the technical data sheet, which can be provided to Buyer on request;
- The warranty does not cover any level of performance, nor intended use desired by Buyer;
- The warranty period of each goods is set out in the technical data sheet, which shall either be (i) attached to the order confirmation, or (ii) included in the product list agreed between Buyer and EverZinc and which in any case will be considered as part of the contractual scope for each individual sale agreement concluded with Buyer.
- Hidden defects must be communicated to EverZinc by registered letter within 2 working days after identification, and must be supported by documented evidence. Failing this, any intervention on the part of EverZinc shall lapse.
- In the event that Buyer has outstanding debts, EverZinc shall be entitled to suspend repairs and/or replacements in the context of the warranty until receipt of full payment of the outstanding debts.

Where EverZinc is acting as agent for a manufacturer or supplier, EverZinc shall not be liable for any alteration or variation in the goods made by the manufacturer or the supplier.

### VI. RETURNS/REPAIRS

In the event of a delivery where a non-conformity or a visible or hidden defect is effectively determined by EverZinc, and the conditions for intervention under the warranty are fulfilled, EverZinc may freely choose to either replace or repair the goods concerned free of charge, or take these goods back and refund the price, and the replacement, repair or refund of the goods will be the Buyer's sole remedy in relation to any non-conformity or hidden defect.

No goods may be returned by Buyer without prior written approval by EverZinc. By disregarding the aforementioned points, Buyer forfeits its rights under the warranty.

### VII. PRICE

The prices and rates applicable to the order are those in force at the time Buyer places the order, as provided for in article "Offers and orders". The prices and rates are determined exclusively by EverZinc and may be adjusted by it at any time, albeit without retroactive effect and only for the future. The changed prices shall become effective as soon as they are

communicated to Buyer. No document submitted by Buyer shall bring about any change in the prices or rates. They are net and without discount and payable in accordance with the conditions specified below.

EverZinc may at the time of the quote grant a discount based on the size of the total order. If Buyer decides to reduce the quantity of goods after placing the order, EverZinc reserves the right to revoke the discount and charge standard full price.

As a general rule, all charges, duties or taxes (in respect of invoices, companies or sub-companies, transport, transit, or the value of the products) or other such charges will be added to the price of the products and will always be paid by Buyer.

### VIII. PAYMENTS

All EverZinc's invoices are payable in AUD, NZD or in USD at EverZinc's registered office in Victoria, without rebate. Unless otherwise specified in the offer and/or order confirmation by EverZinc, payment term shall be 30 days from invoice date. If a payment is covered by an accepted draft, all charges (stamp duty, discount, presentation, etc.) shall always be borne by Buyer. Title to the products sold does not pass to Buyer until they have been paid for in full. Only effective collection of the total amount of the sums owing shall be considered as full payment.

In order to be enforceable against EverZinc, any objection to an invoice must be submitted to EverZinc by registered mail within 8 calendar days following invoice receipt. In order to be valid, the objection must be fully substantiated. Payment may not be delayed as a result of third party (individual or organization) being commissioned to check conformity of the products.

In the event of Buyer disposing of, pledging or encumbering in any way whatsoever his business or his assets, or in the event of a payment not being effected on the agreed date, all amounts due to EverZinc (including all charges incurred) will be come immediately due, irrespective of the conditions agreed.

If EverZinc has reasonable suspicions that Buyer is in financial difficulties, does not provide any proof of its solvency, or has already in the past failed to pay EverZinc or other providers for 1 or more orders within agreed term, EverZinc shall be entitled to suspend acceptance or execution of an order until receipt of an advance payment or of the full amount of a future invoice.

In the event that Buyer rejects the aforementioned conditions as drawn up by EverZinc and fails to provide adequate proof of its solvency, EverZinc shall be entitled to refuse the further execution or delivery of orders already placed, without the possibility for Buyer to claim unjustified refusal to sell or without any right to compensation.

### IX. LATE PAYMENT

If Buyer fails to pay the total invoiced amount by its due date:

- Buyer shall immediately and automatically be obliged to pay an interest of 15 % per annum until date of full payment;
- In case of non-payment, Buyer shall be liable to pay a fixed compensation amounting to 10% of the total price of the invoice, with a minimum of 125.00 EUR. EverZinc shall be entitled to recover costs incurred for the collection of outstanding amounts, including fees of any Mercantile Agent or Solicitor, from Buyer.
- Any postponement of payment granted for other deliveries shall lapse, and all other invoices, even those not yet payable, shall become immediately payable.

The above mentioned compensation amounts are calculated on the price including taxes and are due regardless of the granting of a grace period. EverZinc reserves the right to suspend any order or delivery of goods if an order remains unpaid.

### X. RETENTION OF TITLE

Goods shall remain EverZinc's property until full payment of the price stated in the relevant invoice, as well as any interest and costs due. This provision shall apply to all outstanding claims EverZinc has against Buyer and to all goods bought from EverZinc and held in Buyer's possession.

Buyer cannot resell goods which have not yet been paid in full. At no time shall Buyer be entitled to use unpaid goods bought from EverZinc as collateral security. Any transaction in breach of this provision shall not be enforceable against EverZinc.

Buyer undertakes to insure the goods against all loss to full replacement value and remit to EverZinc any insurance proceeds recovered by the Buyer in respect of EverZinc's rights and interests under or in connection with this Agreement. The Buyer must provide evidence of the terms and currency of insurance effected by the Buyer when requested by EverZinc. Should it appear that the Buyer has not taken out such an insurance policy, or the policy taken out is insufficient, EverZinc reserves the right to take out an insurance policy against loss of the goods, at the expense of Buyer.

In the event of non-payment, EverZinc shall be entitled to request an inventory of all its products sold to Buyer, who must allow EverZinc to repossess the goods in question. Buyer undertakes to immediately take the necessary steps and grant EverZinc the right to enter its warehouse in order to recover the goods.

For the duration of this retention of title, Buyer shall mark all goods as being the property of EverZinc.

If the goods are stored on third-party premises (e.g. belonging to the owner of real estate rented by Buyer), Buyer shall inform EverZinc of this before actually storing the goods on those third-party premises. In such case, Buyer must provide the identity and address of that third party, to allow EverZinc to inform this third party about the retention of title.

All costs incurred to claim and take back the goods shall be borne by Buyer.

### XI. PERSONAL PROPERTY SECURITIES ACT

In this clause XI the terms financing statement, grantor, register, secured party, security interest and verification statement have the meanings given to them in the *Personal Property Securities Act 2009* (Cth) ("PPSA").

If a party is granted a PPSA security interest under these T&C, that party may register a financing statement on the register against the name of the grantor. To the extent the PPSA permits and in respect of each security interest created by or relating to this agreement: (i) the grantor irrevocably and unconditionally waives its right to receive, and agrees not to request, any notice that is required by a provision of the PPSA (including a notice of a verification statement); (ii) the secured party need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4) of the PPSA; (iii) the parties contract out of sections 142 and 143 of the PPSA; and (iv) the grantor agrees not to exercise its rights to make any request of the secured party under section 275 of the PPSA, to authorise the disclosure of any information under that section or to waive any duty of confidence that would otherwise permit non-disclosure under that section (but this does not limit the grantor's rights to request information other than under section 275 of the PPSA). Despite anything else in this Agreement, neither party may disclose information of the kind mentioned in section 275(1) of the PPSA, except where required by section 275(7) of the PPSA.

### XII. LIABILITY

Buyer is responsible for carrying out the necessary tests to determine the suitability of the products for its needs. Buyer shall be deemed to be aware of the regulations regarding the use of the products, as included in the technical data sheet, which is available at Buyer's request. Buyer shall be solely responsible for any risks associated with their use. Except where the T&C is deemed to be a small business contract under the Competition and Consumer Act 2010 (Cth), to the fullest extent permitted by any applicable law, EverZinc shall not be liable for any loss, damage or injury as a result of the use of the products that are the object of this sale, for any specific purpose, whether or not following a suggestion or recommendation by EverZinc. In case of any kind of damage, this damage shall be deemed to have been caused by an incorrect use on the part of Buyer, concretely a use for which the products are not suitable, unless Buyer can prove that the damage was caused by a hidden defect in the product and only in case that hidden defect finds its origin in fraudulent conduct, or intentional or gross negligence of EverZinc. In that case, EverZinc is only liable for direct damage. Except in the case of deceit or willful misconduct, EverZinc shall never be liable for indirect damage, including but not limited to consequential damage, lost profit, missed savings, and damage to third parties. To the fullest extent permitted by any applicable law, the total liability per claim is except in case of deceit or willful misconduct in any case limited to the invoice value of the defective delivery, or the proceeds recovered by EverZinc in respect of a claim made in relation to such liability, if the invoice value of the defective delivery is higher than the amount recoverable by EverZinc under the relevant insurance policy.

Buyer shall fully indemnify EverZinc towards third parties in the event of claims by third parties that are made as a result of the incorrect use by Buyer of the delivered goods or any other claim to which Buyer is subject.

### XIII. HARDSHIP/FORCE MAJEURE

Force majeure refers to every occurrence beyond the control of either party which they could not reasonably have foreseen or avoided, and which renders compliance with their contractual obligations impossible or disturbs the contractual balance. Situations of force majeure that prevent EverZinc from fulfilling its obligations include the following: a general or partial strike or lock-out of its personnel or its usual suppliers and transporters, industrial dispute, fire, flooding, war, technical defects in the production line, breakdown of plant, transport or equipment, cyber-attacks, epidemics, pandemics, raw material shortage, roadblocks or blockages or a cut-off of the electricity or gas supply or any other cause that prevents EverZinc from supplying the product. In such circumstances, EverZinc shall inform Buyer of the force majeure situation and of the automatic and immediate suspension of the parties' obligations, without any entitlement to compensation. In the event of irreparable force majeure, the agreement shall be terminated, without any right to compensation on the part of Buyer.

### XIV. INDIVISIBILITY

If one or more of the clauses in the present T&C are declared invalid, such invalidity shall in no way affect the validity of the remaining clauses in the T&C or of the agreement as a whole. In such a case, the parties will negotiate in good faith to replace the unenforceable or contradictory stipulation by an enforceable and legal stipulation that is as close as possible to the intent and purpose of the original situation.

### XV. INTELLECTUAL PROPERTY

Every technical document, technique or asset to which EverZinc holds intellectual property rights must be returned at the latter's request and may not be sold, copied, used or marketed without prior written consent from EverZinc. Any patentable inventions and protectable creations as well as their results arising from Buyer's order shall belong to EverZinc.

### XVI. CONFIDENTIALITY

Buyer undertakes to treat as strictly confidential all information and documents relating to EverZinc's commercial activities that are communicated in the context of negotiations or agreements with EverZinc or come to the knowledge, even after the negotiations have ceased, the order has been executed or the agreement has been terminated and must not use or disclose such information other than in the performance of this Agreement.

The Buyer's obligations under this clause relating to use and disclosure shall not apply to any information that: (i) is rightfully known to Buyer prior to disclosure by EverZinc, (ii) is rightfully obtained by Buyer from any third party without restrictions on disclosure, (iii) is or becomes available to the public without restrictions, or (iv) is disclosed by Buyer with the prior written approval of EverZinc. Buyer may make disclosures to the extent required by law, court order or rules of a stock exchange, provided it notifies EverZinc in advance and cooperates in any effort to obtain confidential treatment.

### XVII. COMPETENT JURISDICTION AND APPLICABLE LAW

Unless expressly agreed otherwise, relations between contracting parties shall exclusively be governed by and construed in accordance with Victorian law. The application of the Vienna Sales Convention is expressly ruled out. Any dispute between EverZinc and Buyer shall be brought exclusively before the courts of Victoria, Australia.

### XVIII. ACCEPTANCE BY THE BUYER

Buyer confirms having taken due cognizance of the present T&C and explicitly states and declares its agreement therewith. Buyer waives each and any recourse to any document contrary to these T&C, including its own general terms and condition.