

Active Minerals Australia PTY LTD's Standard Sales Terms

1. **RELATION TO AGREEMENT:** These Active Minerals Australia PTY LTD ACN 159 404 645, (AMA PTY LTD) Standard Sales Terms ("Standard Sales Terms") are established pursuant to which certain products of AMA PTY LTD (the "Products") are being sold to the Buyer, directly or indirectly. All capitalized terms used herein shall, unless otherwise defined herein, have the same meanings given to them in said Standard Sales Terms. All references herein to the "Buyer" shall mean any Customer, or any other person or entity purchasing Products from AMA PTY LTD.
2. **PRICES, SHIPPING, INSURANCE AND RISK OF LOSS:** Except as expressly stated otherwise in writing by AMA PTY LTD, all deliveries of, and all prices quoted for, Products shall be F.O.B. AMA PTY LTD's warehouse(s) or other designated shipping point. Except as otherwise agreed in writing by AMA PTY LTD, AMA PTY LTD's quoted prices shall not include: (a) costs of insurance incurred in connection with shipment of Products or (b) any goods and services (GST), value added, sales, use, excise, gross receipts or similar taxes, and tariffs, all of which shall be paid by Buyer. All risk of loss or damage to the Products shall pass to Buyer upon delivery of the Products to the carrier.
3. **PURCHASE ORDERS:** No terms, stipulations or conditions set forth in a Buyer's purchase order shall be binding on AMA PTY LTD unless they are (a) expressly and specifically accepted by AMA PTY LTD and (b) consistent with the provisions of these Standard Sales Terms.
4. **AMA PTY LTD'S ACCEPTANCE OR NONACCEPTANCE:** All purchase orders placed by Buyer shall be subject to acceptance or nonacceptance by AMA PTY LTD, in its sole and absolute discretion, at its office in Deception Bay, QLD, Australia. Without limitation of the foregoing, AMA PTY LTD has no obligation to accept, and may cancel, without liability, any purchase orders from Buyer at any time that AMA PTY LTD shall deem itself insecure with respect to Buyer's account or financial standing or Buyer's relationship with AMA PTY LTD generally.
5. **ALLOCATIONS:** AMA PTY LTD reserves the right to allocate its inventory of Products in such a manner as it may from time to time, in its sole and absolute discretion, determine, and AMA PTY LTD will not be liable for any delay in filling, or any failure to fill, any purchase order due to shortage of any Products or allocation of the Products among purchasers. Without limitation of the foregoing rights of AMA PTY LTD, AMA PTY LTD shall have the right to refuse any purchase order, in whole or in part, at any time Buyer has failed to pay when due any amounts payable under an AMA PTY LTD invoice.
6. **EXCHANGE AND TAXES:** All payments shall be made without deduction for any exchange or conversion, and also without deduction for any taxes at any time levied or assessed by any governmental authority. All such taxes shall be paid by Buyer.
7. **FORCE MAJEURE:** AMA PTY LTD shall not be responsible or liable for any failure to perform, or any delay in supplying if occasioned in whole or in part by act of God or the public enemy, fire, explosion, perils of the sea, flood, drought, war, riots, civil insurrection, sabotage, accident, embargo, governmental priority, requisition or allocation or any action of any governmental authority (or any refusal of such governmental authority to provide necessary authorization), or shortage or failure of supply, materials, fuel, transportation or labor, or strikes or other labor trouble, or any occurrence, act, cause or thing beyond the reasonable control of AMA PTY LTD, all of which shall excuse any failure or delay on the part of AMA PTY LTD, and AMA PTY LTD shall have no obligation or liability whatsoever arising out of or in connection with any such failure or delay.
8. **RETENTION OF TITLE:** All Products delivered to Buyer shall remain the property of AMA PTY LTD until AMA PTY LTD has received full payment therefor from Buyer. Buyer agrees that it shall cause all Products which AMA PTY LTD has delivered but for which AMA PTY LTD has not been paid in full to remain in a separate and distinct location in Buyer's warehouse, together with an appropriate explanation of the special nature (i.e., AMA PTY LTD's retention of title) of such Products. If required by AMA PTY LTD, the Buyer shall do all

things necessary for AMA PTY LTD to register its security interests on the Personal Property Securities Register.

9. **PAYMENT:** Subject to any requirement arising under these Standard Sales Terms with respect to payment security or cash payment, Buyer agrees to pay AMA PTY LTD, to a bank account nominated by AMA PTY LTD or in any other method as directed by AMA PTY LTD, in full any and all amounts owed with respect to any shipment of Products within thirty (30) days of the invoice date. If payment is not made within thirty (30) days after the invoice date, interest shall accrue from the invoice date on the unpaid amount(s) at the monthly rate of one and one-half percent (1.5%), or at the maximum rate allowed by applicable law, whichever rate is less.
10. **NO OFFSET:** Buyer agrees not to make any deductions of any kind from any payments becoming due AMA PTY LTD unless Buyer shall have received an official credit memorandum from AMA PTY LTD authorizing such deduction.
11. **DISCLAIMER OF WARRANTY; LIMITATION OF REMEDIES:** AMA PTY LTD MAKES NO WARRANTIES WITH REGARD TO THE PRODUCTS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, OR ANY WARRANTY AGAINST INFRINGEMENT SUCH AS PROVIDED IN ARTICLE 2-312(3) OF THE UNIFORM COMMERCIAL CODE AND/OR ANY COMPARABLE STATUTE OR LAW THAT MAY GOVERN THE SALE OF PRODUCTS HEREUNDER. The Buyer declares that the Buyer is not acquiring the Products for any personal, domestic or household use or consumption and that the provisions of the Australian Consumer Law applicable to consumers, consumer contracts or consumer goods (or any amended, replaced or substituted laws) do not apply to the transaction.
12. **NO RESELLER WARRANTY:** Buyer agrees not to make or extend any warranties or representations concerning the quality or capability of any of the Products to any person or entity except as set forth in the printed limited warranty card of the manufacturer (if any) accompanying the Products in question. In no event shall Buyer indicate to any person or entity that AMA PTY LTD offers any warranty with respect to the Products. Buyer agrees to indemnify and hold AMA PTY LTD harmless against all claims, suits, expenses, losses, costs and liability (including legal fees) incurred by AMA PTY LTD arising out of or resulting from any breach of this paragraph.
13. **LIMITATION OF DAMAGES RECOVERABLE BY BUYER:** WITHOUT LIMITATION OF ANY OTHER PROVISION LIMITING OR EXCLUDING LIABILITY OF AMA PTY LTD, THE EXCLUSIVE DAMAGES RECOVERABLE BY BUYER FOR ANY CLAIM OF ANY KIND WHATSOEVER ARISING FROM OR IN ANY WAY CONNECTED TO ANY BREACH OF THIS AGREEMENT, THE PRODUCTS, OR BUYER'S PURCHASE OR RESALE THEREOF, REGARDLESS OF THE LEGAL THEORY, SHALL NOT BE GREATER THAN THE ACTUAL PURCHASE PRICE OF THE PRODUCTS PAID BY BUYER WITH RESPECT TO WHICH SUCH CLAIM IS MADE, AND IN NO EVENT SHALL AMA PTY LTD BE LIABLE FOR ANY SPECIAL, INDIRECT, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY DAMAGES WITH RESPECT TO LOSS OF INCOME, COMPENSATION OR PROSPECTIVE PROFITS, ANY EXPENDITURES, INVESTMENTS OR COMMITMENTS OF BUYER, ANY LOSS WITH RESPECT TO THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF BUSINESS REPUTATION OR GOODWILL, OR ANY LOSS INCURRED IN OBTAINING SUBSTITUTE PRODUCTS, OR ARISING FROM THE CLAIMS OF THIRD PARTIES, INCLUDING BUYER'S CUSTOMERS. In no event shall AMA PTY LTD be liable for indemnification of or contribution to Buyer or any other party on account of any claim asserted against Buyer. Buyer agrees to indemnify and hold AMA PTY LTD harmless from and against any and every obligation asserted by a third party against AMA PTY LTD arising either directly or indirectly from a failure of Buyer to perform its obligations hereunder.
14. **MISUSE:** Without limiting the generality of the foregoing disclaimers and limitations on liability, it is understood that AMA PTY LTD shall have no liability or obligation to Buyer with respect to any of the Products which have been subject to abuse, misuse, improper use, negligence, accident, modification, alteration, tampering, failure to follow normal operating procedures,

attempt to repair by unqualified personnel, any sale, use or operation the Products outside their normal environment, or any alteration of any literature with respect to the Products.

15. **CLAIMS:** All claims for defect in quality or quantity of goods delivered shall be deemed waived unless (i) made within ten (10) days after arrival at the Buyer's plant; and (ii) AMA PTY LTD is afforded an opportunity to verify any claim BEFORE the Products are used or removed from Buyer's point of delivery.
16. **MODIFICATION:** AMA PTY LTD will not be bound by any modification of these Standard Sales Terms unless set forth in a writing signed by AMA PTY LTD.
17. **SEVERABILITY:** In case any one or more of the provisions contained in these Standard Sales Terms shall be invalid illegal or unenforceable in any respect the validity, legality or enforceability of the remaining provisions of these Standard Sales Terms shall not in any way be affected or impaired.
18. **BUYER'S ACCEPTANCE OF TERMS:** By signing below, the Buyer accepts the terms and conditions contained in these Standard Sales Terms and agrees to be bound by such Terms by making a purchase order of the Products to AMA PTY LTD.

Buyer:

Company: _____

ABN: _____

Name: _____

Title: _____

Signature: _____

Date: _____

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Active Minerals Australia PTY LLC:

Name: _____

Title: _____

Signature: _____

Date: _____

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