

In this document:

- (a) **"Amount Payable"** means, at any time, all amounts payable by the Customer to Molycop at that time (whether or not those amounts have become due for payment under clause 4 or any other provision of the Terms and Conditions) in connection with the Goods, Services or a Contract (including, without limitation, any invoiced amount, interest, fees, costs or expenses);
- (b) **"Customer"** means the customer specified in an application for commercial credit (or if there is no application, the person placing the Order, or on whose behalf the Order is placed, with Molycop);
- (c) **"Default"** is defined in clause 7;
- (d) **"Contract"** means:
 - (i) any formal contract to which these Terms and Conditions are expressed to form part; and,
 - (ii) where no formal contract is signed, the contract comprised of the Proposal, the Order and the Order Acknowledgment;
- (e) **"Goods"** means any goods, products or materials supplied or to be supplied by Molycop at any time and from time to time including, without limitation, any goods specified in an Order Acknowledgment or invoice;
- (f) **"Order"** is an order or offer to purchase described in clause 1;
- (g) **"Order Acknowledgment"** is defined in clause 1;
- (h) **"Molycop"** means the legal entity specified as the supplier in the Proposal;
- (i) **"Proposal"** means the proposal for supply of Goods and/or Services prepared and submitted by Molycop to the Customer to which these Terms and Conditions are attached or referenced;
- (j) **"Services"** means any services supplied or to be supplied by Molycop at any time and from time to time including, without limitation, any services specified in an Order Acknowledgment or invoice;
- (k) **"Terms and Conditions"** means the terms and conditions set out in this document, as modified or amended in relation to a particular Order by a written Order Acknowledgment or in accordance with clause 17;
- (l) words indicating the singular include the plural and vice versa.

1. Orders, Order Acknowledgments and Terms and Conditions

- (a) An order or an offer to purchase must be made by the Customer in writing. An Order is accepted when the Customer receives from Molycop an acknowledgment of the Order from Molycop. Molycop appropriates the relevant Goods for delivery to the Customer. Molycop delivers the relevant Goods to the Customer or Molycop commences performing the Services for the Customer, whichever first occurs (**"Order Acknowledgment"**).
- (b) The Terms and Conditions apply to every Order, unless otherwise agreed in writing by Molycop. Acceptance of Goods and/or Services by the Customer is conclusive evidence that the Terms and Conditions apply and are binding on the Customer.
- (c) The Contract for the supply of Goods and/or Services pursuant to an Order constitutes the entire agreement between Molycop and the Customer with respect to that Order. All prior negotiations, proposals, previous dealings, correspondence, trade custom and/or trade usage are superseded by and will not affect the interpretation of that Contract.
- (d) If at any time in relation to the supply of the Goods and/or Services, the Customer provides, refers to, submits or otherwise uses terms and conditions other than the Terms and Conditions, such terms and conditions will not form part of, or be incorporated into, the Order or the Contract.

2. Prices

- (a) Unless otherwise agreed in writing, the prices charged for the Goods and Services are (i) exclusive of any transaction tax (**"transaction tax"** includes the goods and services tax as well as any identified or new transaction taxes that come into existence after the effective date of the Terms and Conditions), and (ii) as per the price determined by Molycop in accordance with the Proposal as at the date of delivery. Any price indications or price lists are subject to alteration in accordance with the price ruling as at that date of delivery.
- (b) The Customer must pay all sums payable by it under the Contract free and clear of all deductions or withholdings for or on account of tax unless the deduction or withholding is required by law. If a deduction or withholding is so required, the Customer must pay to Molycop such additional amount as will ensure that the net amount that Molycop receives equals the full amount which Molycop would otherwise have received had no such deduction or withholding been required. The Customer must, if requested by Molycop, supply to Molycop all certificates, permits and other documentation as may be required by relevant tax authorities in connection with the Contract.
- (c) Where a transaction tax applies to any supply made under the Terms and Conditions, Molycop may recover from the Customer an additional amount on account of that transaction tax.
- (d) Notwithstanding any provision in the Contract, Molycop may increase the price of Goods and Services after an Order Acknowledgment and prior to delivery of the Goods and Services if the price increase results from an increase in the price of any inputs which comprise part of the Goods and Services.
- (e) The Customer may upon the alteration of the price charged for the Goods and/or Services in accordance with this clause 2, cancel any Order (or part thereof) at the new price within 7 days of Molycop providing notice of the change of price.

3. Delivery

Molycop will make all reasonable efforts to have the Goods and Services delivered to the Customer or the Customer's designated agent as agreed between the parties (or if there is no specific agreement then at Molycop's reasonable discretion) by the time specified in the Contract, but Molycop is not liable for (a) any failure to deliver or delay in delivery for any reason; or (b) any damage or loss due to loading, unloading or packaging; or (c) except to the extent that such damage was caused by the negligent act or omission of Molycop, damage to property caused upon entering premises to deliver the Goods and/or perform the Services. Any costs incurred by Molycop due to any failure by the Customer to accept the Goods or Services at time of delivery will be reimbursed by the Customer to Molycop. Except as required by law, Molycop will be under no obligation to accept Goods returned for any reason.

4. Payment

- (a) Unless the Contract specifies otherwise, Molycop will issue invoices for:
 - (i) Goods upon shipment of those Goods;
 - (ii) for ongoing or recurring Services, quarterly in advance; and
 - (iii) for all other Services, as specified in the Proposal and, if nothing is specified, following performance of those Services.
- (b) For so long as Molycop has agreed to provide credit to the Customer under the Terms and Conditions and has not exercised its powers to withdraw, refuse or suspend credit under clause 7(b) or 9(c) or otherwise, the Customer must pay for the Goods and Services in full (without any set off) within 30 days after invoice date unless the Contract specifies otherwise. Payment is only received by Molycop when it receives cash or when the proceeds of other methods of payment are credited and cleared to Molycop's nominated bank account. Molycop may set off any amount due and payable by Molycop to the Customer against any amount due and payable by the Customer to Molycop.

5. Title and related matters

- (a) The legal and equitable title to the Goods will transfer from Molycop to the Customer only when Molycop has received payment in full for the Goods.

- (b) Until Molycop receives full payment for the Goods, the Customer holds the Goods as bailee for Molycop and a fiduciary relationship exists between the Customer and Molycop.
- (c) Until the Customer has paid for the Goods in full, the Customer must:
 - i) keep the Goods separate and in good condition as a fiduciary of Molycop, clearly showing Molycop's ownership of the Goods;
 - ii) if required by Molycop, deliver the Goods up to Molycop.
- (d) If the Customer is in Default, in addition to Molycop's other rights under the Terms and Conditions, or any other applicable law, Molycop may:
 - i) take possession of the Goods, wherever they are located;
 - ii) enter upon the Customer's premises for that purpose; and/or
 - iii) appoint any person to be a receiver of all or any of the Goods.
- (e) Unless otherwise expressly agreed in writing, Molycop will allocate and apply amounts received from the Customer in the following order:
 - i) in or towards payment of any part of the Amount Payable which is not part of the purchase price of any Goods, in the order in which those amounts were incurred; and
 - ii) secondly, in or towards payment of the purchase price of Goods in the order in which those Goods were invoiced.

This order of allocation and application will apply notwithstanding any instruction, request or appropriation of the Customer as to the way in which a payment made by it should be applied by Molycop, or any condition attached by the Customer to any payment made by it.

6. Security interest, charge and mortgage

The Customer charges and mortgages in favour of Molycop, all of the Customer's interest and rights in the Goods to secure payment of the Amount Payable.

7. Default

- (a) A party will be in Default if:
 - i) it breaches a material term of any Contract and such breach is not remedied within 14 days after receiving notice from the other party requiring it to do so, unless such breach arises out of the supply of defective Goods or Services, in which case Molycop will remedy the breach within such time as is reasonable in the circumstances;
 - ii) being a body corporate it becomes an externally-administered body corporate or has an application for winding up filed against it;
 - iii) in the case of the Customer being an individual, it commits an act of bankruptcy or becomes an insolvent under administration;
 - iv) in the case of the Customer, payment for the Goods has not been received by Molycop by the due date for payment; or
 - v) in the case of the Customer, any representation or warranty made by it in or in connection with a Contract, or any information provided by it to Molycop in or in connection with a credit application, is incorrect, misleading or deceptive (whether by omission or otherwise) in any material respect; or
 - vi) in the case of the Customer, Molycop forms the opinion in its absolute discretion that the Customer's creditworthiness or credit standing alters from that indicated in its credit application.
- (b) If a party Defaults, the other party may:
 - i) treat an Order Acknowledgment or the whole of the Contract as repudiated and sue for breach of contract; and/or
 - ii) being Molycop, refuse to supply any Goods or Services to the Customer on credit or at all; and/or
 - iii) being Molycop, claim the return of any Goods in the Customer's possession where title has not passed to the Customer or exercise any other right or remedy available to it under the Contract or any other applicable law, including to enforce the security interests created by the Contract; and/or
 - iv) being Molycop, by notice to the Customer declare all monies owing by the Customer to Molycop on any account immediately due and payable (including the Amount Payable).
- (c) If the Contract is terminated by the Customer for convenience, or by Molycop for the Customer's default, then all fees and charges which have been invoiced but remain unpaid become immediately due and payable, and all fees and charges which have been paid in advance are immediately forfeited to Molycop and are non-refundable in any circumstance.

8. Risk

Risk in the Goods passes to the Customer upon delivery (including all risks associated with loading and unloading).

9. Credit

- (a) Any agreement by Molycop to grant the Customer credit upon these Terms and Conditions has been or will be made on the basis of a credit application and such other documents and information as Molycop may require.
- (b) Until Molycop grants the Customer credit by notice in writing, or if having granted credit, Molycop exercises its powers to withdraw, refuse or suspend credit under clause 7(b) or 9(c) or otherwise under these Terms and Conditions, Molycop will only supply Goods and Services to the Customer on the basis of cash in advance.
- (c) The granting of credit does not oblige Molycop to extend any particular amount of credit to the Customer and Molycop may withdraw, refuse, suspend or limit credit to the Customer at any time, in its absolute discretion, without notice or providing any reason.
- (d) The Customer must notify Molycop in writing if there is any change in the Customer's shareholding or ownership or any material change in the Customer's financial position.

10. Intellectual Property and confidentiality

- (a) The Customer warrants to Molycop that all documents that the Customer provides to Molycop are accurate and that Molycop is entitled to use all such documents for the purposes of the Contract and that such use does not infringe any third party's intellectual property rights.
- (b) The Customer indemnifies Molycop against all claims and all losses and damages incurred by Molycop as a result of documents provided by the Customer to Molycop for the purposes of or in the course of the supply of the Goods and Services breaching a third party's intellectual property rights.
- (c) The ownership of and title to all intellectual property that may be developed or created by Molycop in connection with the Contract vests immediately with Molycop upon its creation. Molycop may license to the Customer some of Molycop's intellectual property as may be particularised in the Contract.
- (d) The Customer must not use any of Molycop's intellectual property except with or as a part of the Goods and solely for the Customer's own internal business purposes. The Customer must not (a) rent, lease, sell, lend, distribute or otherwise make any of Molycop's intellectual property available in any form whatsoever to any third party; (b) remove any patent, trademark, copyright or other proprietary notices incorporated on or in any material containing Molycop's intellectual property; (c) directly or indirectly, in any form or manner copy, reproduce, modify, prepare derivative works of, decompile, reverse engineer or disassemble Molycop's intellectual property; or (d) take or permit any act that would in any way impair the rights of Molycop in its intellectual property.
- (e) If a party receives any confidential information from the other party, the recipient must not use or disclose such information other than for the purpose of delivering or receiving the Services (as the



case may be), unless it receives the prior written consent of the disclosing party, such information enters the public domain (other than as a result of a breach of this clause 10) or the use or disclosure is required by law. A recipient of the other party's confidential information, may share such confidential information with the recipient's related corporate entities, officers and professional advisers, provided that such recipients are also obliged to keep such information confidential.

- (f) Except to the extent specified in the Contract, a party must not use any trademark or other intellectual property of the other party, unless it receives the prior written consent of the other party (which consent may be given, withheld or withdrawn, or given subject to conditions, at the other party's discretion).
- (g) The Customer authorises Molycop to use Customer raw data that Molycop may generate in the course of supplying the Goods and Services, in aggregated and anonymised format in published case studies.

11. Force Majeure

Molycop is not liable for failure to perform its obligations under the Contract to the extent and for so long as its performance is prevented or delayed without substantial fault or negligence by Molycop because of circumstances outside Molycop's control, failure of Molycop's machinery, or failure of a supplier to Molycop, provided that Molycop gives notice to the Customer of the delay and uses reasonable efforts to remedy the cause of the delay quickly.

12. Representations

- (a) Except as expressly provided to the contrary in the Contract, all representations, warranties, guarantees and implied terms or conditions in relation to the Goods and Services (whether implied or otherwise) are hereby excluded to the maximum extent permitted by law.
- (b) The Customer agrees that, unless expressly agreed by Molycop in writing, it has made its own enquiries in relation to the suitability of the Goods and Services and does not rely on any representations by Molycop in relation to their suitability for a particular purpose or any steps which may need to be taken in relation to their use.
- (c) The Customer may install or use the Goods only for its own internal purposes in the ordinary course of its normal business. The Customer is not permitted to re-sell, re-supply, hire out or otherwise deal with the Goods without Molycop's prior consent. The Customer may use the Goods only at the site nominated in the Contract, and must not use the Goods at or relocate the Goods to any other location except with the prior written consent of Molycop. The Customer acknowledges that any warranties that may be given for the Goods will be voided if the Goods are relocated without Molycop's prior consent.

13. Insurance

- (a) Molycop will take out and maintain with reputable insurers the following insurance policies during the term of the Contract:
 - i) general liability (also known as public and products) insurance with a limit of at least USD10 million;
 - ii) workers compensation insurance as required by applicable local laws;
- iii) any insurance as may be specified in the Proposal or agreed between the parties; and
- iv) any other insurance that may be required by applicable local laws.
- (b) Molycop will, if requested by the Customer, give the Customer certificates of currency for each of the insurance policies required by clause 13(a) upon commencement of the Contract and thereafter, if requested by the Customer, no more than once every 12 months.

14. Limitation of Liability

- (a) Molycop's liability to the Customer (and any party claiming through the Customer against Molycop) for any claim for loss or damages (including legal expenses) made in connection with the Contract (including the supply of Goods and Services described in the Contract) whether in contract, tort (including negligence), under statute, in equity or otherwise is strictly limited in aggregate (except to the extent that the law prohibits such a limitation) to the following:
 - i) for any liability arising from Goods not meeting the specification or which are said to be otherwise defective or deficient, Molycop's liability is limited to the cost of replacing those Goods as soon as reasonably practicable, or repairing those Goods or repaying the invoice price of those Goods (at the option of Molycop);
 - ii) for any liability arising from the Services not meeting the scope or which are said to be otherwise defective or deficient, Molycop's liability is limited to performing the Services again or paying the cost of having the relevant Services re-performed repaying the invoice price of those Services (at the option of Molycop);
 - iii) for any liability for damage to or destruction of property or for death of or personal injury to any person, USD5 million; and
 - iv) for any liability that does not fall within the scope of clauses 14(a)i), 14(a)ii) or 14(a)iii), 10% of the amount paid to Molycop under the Contract.
- (b) Molycop is not liable, to the maximum extent permitted by law, for any indirect, special or consequential loss or damage of any nature whatsoever resulting from or caused in any way by the Goods or Services it supplies, where "indirect, special or consequential loss or damage" includes: (A) any loss of income, profit, production, contract, customers, business opportunity or business; (B) any loss of goodwill or reputation; (C) any loss of value of intellectual property; (D) any loss or damage resulting from the loss or damage to goods other than the Goods.
- (c) Any claim by the Customer in respect of defective, non-conforming Goods or Services must be made in writing within 7 days after the Customer becomes aware of the defect but in any event within the warranty period for the relevant Goods or Services. Unless a different warranty period is specified in the Contract, the warranty period is 18 months from the delivery of the Goods or performance of the Services, or 12 months from completion of commissioning, whichever is earlier.
- (d) Despite any other provision of the Contract, Molycop is not liable, to the maximum extent permitted by law, for:
 - i) the cost of removing Goods not meeting the specification or which are said to be otherwise defective or deficient, whether installed or otherwise;
 - ii) the cost of delivery of replacement parts or the return of defective parts;
 - iii) the cost of installation of replacements for Goods not meeting the specification or which are said to be otherwise defective or deficient; or
 - iv) defects or deficiencies in Goods caused by improper storage, installation, calibration, maintenance or use of Goods or related components or normal wear and tear and damage.

15. Waiver

Except as expressly set out in the Terms and Conditions, a party waives a right under the Contract only by written notice that it waives that right. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.

16. Severance

If a provision of the Contract would, but for this clause, be unenforceable:

- (a) the provision must be read down to the extent necessary to avoid that result;
- (b) if the provision cannot be read down to that extent, it must be severed without altering the validity and enforceability of the remainder of the Contract.

17. Variation and notices

- (a) Any variations to the Contract may only be effected by written agreement between the parties.
- (b) Notices given by one party to the other will be deemed to be received:
 - i) if given by email, on being sent, provided the notice is sent to the email address of an officer or

employee of the other party nominated in the Contract for receipt of notices and no "out of office" or other automated reply is received indicating that the message has not been or will not be received or read by the intended recipient;

- ii) if given by post, on the third day after posting.

18. Costs

The Customer must pay Molycop all costs and expenses incurred by Molycop in connection with a Contract including legal expenses (on a full indemnity basis), stamp duty (including fines and penalties) and costs incurred or payable by Molycop in connection with the recovery of the Amount Payable or in otherwise enforcing Molycop's rights against the Customer under a Contract.

19. Default Interest

Molycop may charge interest on any overdue amount at a rate equivalent to 2% per annum above the business overdraft interest rate of its principal banker, as determined and calculated by Molycop. Such interest will be payable on demand by Molycop and for so long as it remains unpaid will compound on a monthly basis.

20. Applicable Law

Each Contract is governed by, and the Customer submits to the law of the State of Western Australia (or any other State or Territory nominated by Molycop). The courts of that State or Territory have non-exclusive jurisdiction in connection with the Contract. *The Sale of Goods (Vienna Convention) Act 1986* (Western Australia) (and any similar legislation relating to the Vienna Convention in other States or Territories) does not apply to the Contract.

21. Assignment and Subcontracting

Molycop may assign its rights or novate its rights and obligations under a Contract (in whole or in part) to any person without the consent of the Customer. Molycop may subcontract the performance of part or all of its obligations under the Contract to a third party without the prior consent of the Customer. Molycop will remain responsible for performance of all the subcontracted obligations. The Customer may not assign or otherwise transfer its rights under a Contract without prior notice to and consent from Molycop. The Customer must promptly notify Molycop in writing of any change to its registered address or other contact details provided to Molycop.

22. Standard Grades of Materials and Measures

- (a) Subject to clause 22(b), Molycop will use its reasonable endeavours to:
 - i) supply Goods having the grade of material specified in the Proposal (if applicable); and
 - ii) ensure that any grade of material as specified in the Proposal will, unless otherwise agreed, be in accordance with applicable Australian Standards and/or as detailed in any current, relevant price schedules, product handbooks or other product literature of Molycop.
- (b) Unless otherwise agreed in writing:
 - i) all Goods will be supplied and delivered in accordance with Molycop's standard practice and are subject to Molycop's normal tolerances, limitations and variations of the following: dimension, weight, shape, composition, mechanical properties, structure, quality and service conditions;
 - ii) any statements made by Molycop as to weight, length, quantity or other characteristics of Goods are approximate and Molycop may supply Goods on an actual or calculated basis (calculated in accordance with applicable Australian standards); and
 - iii) Molycop's statements as to weight, length, quantity or other characteristics are final (in the absence of manifest error) and will not be contested by the Customer unless the Customer has given Molycop written notice of any error within 14 days of delivery and a reasonable opportunity to examine and re-test the Goods before they are used or dealt with.
- (c) The Customer acknowledges and agrees that none of the Goods include fail-safe control functionality and are not designed, manufactured or intended to be used to provide fail safe functionality, for use with any critical or high risk applications, including nuclear or cyanide applications, or for any other use in which the failure of the Goods could lead to death, personal injury, physical, environmental or financial damage. MOLYCOP HEREBY SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR CERTAIN USES, AND IS NOT RESPONSIBLE FOR THE CUSTOMER'S, OR ANY OTHER PERSON ACTING THROUGH THE CUSTOMER, USE OF THE GOODS. THE CUSTOMER HEREBY UNCONDITIONALLY AND IRREVOCABLY RELEASES AND DISCHARGES MOLYCOP AND ITS EMPLOYEES, MEMBERS, PARENT, AFFILIATES, SUPPLIERS, SELLERS OR CONTRACTORS FROM ANY AND ALL LOSS, CLAIM, DAMAGE OR OTHER LIABILITY ASSOCIATED WITH OR ARISING FROM USE OF THE GOODS BY THE CUSTOMER OR ANY OTHER PERSON OR ENTITY UNDER THE CUSTOMER'S DIRECT OR INDIRECT CONTROL, SUPERVISION, OR DIRECTION (WITH OR WITHOUT THE CUSTOMER'S PERMISSION) INCLUDING WITHOUT LIMITATION PARTIES USING THE CUSTOMER'S SYSTEM OR FACILITIES AND THE CUSTOMER'S AFFILIATES, SUPPLIERS OR CONTRACTORS (THE "CUSTOMER PARTIES").
- (d) Without limiting the provisions of clause 22(c), Molycop is further not liable for, and the Customer releases Molycop and its employees, members, parent, affiliates, suppliers, sellers and contractors from any and all loss, claim, damage or other liability associated with or arising from the Customer not calibrating, storing, installing, using, servicing or maintaining the Goods as set out in the specifications or as recommended by Molycop or the relevant manufacturer.

23. Shortages

- (a) The Customer must inspect and check all Goods prior to collection or shipment. No claim by the Customer for shortages of Goods may be made unless such claim is notified to Molycop before Goods are collected or shipped.

- (b) Molycop will endeavour to rectify any shortages as soon as practicable after receiving notice.

24. Privacy

- (a) Where the Customer provides Molycop with personal information about any individual (including the Customer where applicable), the Customer must have that individual's consent to provide that information to Molycop having regard to and for the purposes set out in this clause 24 and in Molycop's Privacy Policy. This policy is available on request or via [Privacy-Policy-2022.pdf \(molycop.com\)](#) and contains more information about Molycop's handling of personal information, types of information collected, types of service providers used, countries to which personal information is likely to be disclosed, accessing and correcting personal information, privacy complaints, the credit reporting bodies used, information shared with those bodies and individuals' rights in relation to their information held by those bodies.
- (b) Molycop may collect, use and disclose that personal information for purposes relating to a Contract and to the Customer's credit application and account. This includes assessing the Customer's application, monitoring the value of and enforcing the security interests created by a Contract, reviewing credit arrangements on a periodic basis or in connection with changes (e.g. credit limit) as though assessing a new application, order fulfilment and delivery, market research, planning, business development, debt collection and customer relationship management. Molycop may also conduct lawful and relevant credit and reference checks (including consumer credit checks on the Customer where the Customer is an individual), and deal with personal information in connection with any acquisition or potential acquisition of any part of Molycop's business. Without the personal information sought, Molycop may not be able to do these things, including fulfill orders and process credit applications.
- (c) Molycop may provide marketing communications to the Customer by email and other means on an ongoing basis, unless the Customer opts out by contacting Molycop or legal restrictions apply.
- (d) Molycop may exchange personal information with the Customer's guarantors and prospective



guarantors (e.g. for the purpose of them deciding whether to act as guarantor), the Customer's representatives and Molycop's service providers. Molycop may also exchange that information with other credit providers for purposes including to: assess a credit or guarantor application; determine credit/default status; and assess or comment on credit worthiness. Some of these third parties may be located in other countries. While these parties outside Australia will often be subject to privacy and confidentiality obligations, Customer acknowledges and agrees for itself and as agent for each of its officers, employees, agents, contractors, guarantors and representatives that: (a) privacy obligations overseas may not always apply or may differ from Australian privacy laws; (b) Molycop may not be accountable for the third party under the Privacy Act or for the overseas recipient's storage, use or disclosure of the information; (c) individuals may not be able to seek redress under the Privacy Act for that disclosure or for the acts or omissions of the overseas recipient of the information; and (d) the third party may be subject to foreign laws which might compel further disclosures of personal information (e.g. to government authorities).

25. Compliance

- (a) The parties acknowledge that bribery and corruption are strictly prohibited under the Applicable Laws. The Customer warrants to Molycop that it will comply with, and will ensure that its employees, contractors and other agents comply with, all of the provisions of the Applicable Laws in connection with the conduct of the Customer and its business. Molycop may, without limiting any of its other rights arising under the Contract or otherwise and without any liability to the Customer or any of the Customer's affiliates, immediately terminate the Contract if Molycop is satisfied, in its sole discretion that the Customer or any of its affiliates has failed to comply with an Applicable Law or this clause 25. For the purposes of this clause 25, "**Applicable Laws**" means any law applicable to Molycop, the Customer or the activities described in the Contract that relates to the prohibition of bribery or corruption including, but not limited to, the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010, the Canadian Criminal Code and the Canadian Corruption of Foreign Public Officials Act, and similar legislation in the other jurisdictions where the parties operate.
- (b) The Customer further warrants that neither the Customer nor any of its directors or officers is, nor to the knowledge of the Customer, are any of its employees, contractors or agents or any other person acting on behalf of the foregoing:
- i) listed on, or owned or controlled directly or indirectly, by any persons identified on, the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury ("**OFAC**"), or owned or controlled directly or indirectly by any person for the benefit of any country or territory, person or entity with respect to which United States persons are prohibited from doing business under any law, regulation or executive order administered pursuant to the OFAC regulations or which

are otherwise subject to any United States sanctions administered by OFAC, or subject to any similar sanctions or measures imposed by the United Nations, the European Union, the United Kingdom, Canada, Australia or any other jurisdiction where the parties operate or do business ("**Sanctions**") or any similar list maintained by the United Nations, the European Union, the United Kingdom, Canada, Australia or any other jurisdiction where the parties operate or do business;

- ii) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions; or
- iii) has in the past directly or indirectly supported or facilitated any person, government, entity or project subject to Sanctions, and this warranty continues to apply for the term of the Contract. Molycop may, without limiting any of its rights arising under the Contract or otherwise and without any liability to the Customer or any of the Customer's affiliates, immediately terminate the Contract if the Customer is in breach of this warranty at any time.

26. Software

Where and to the extent that the Goods or Services comprise or include software, whether owned by Molycop or a third party, then the terms and conditions attached at **Schedule 1** are incorporated into and form part of the Terms and Conditions, such that they apply as part of the Contract. To the extent of any inconsistency between the provisions in Schedule 1 and the provisions in these Terms and Conditions, the provisions in Schedule 1 prevail.

27. Goods supplied under hiring or instalment payment arrangements

Where and to the extent that the Goods are hired out to the Customer or are sold to the Customer on the basis of payment by instalments, as set out in the Proposal, then the terms and conditions attached at **Schedule 2** are incorporated into and form part of the Terms and Conditions, such that they apply as part of the Contract. To the extent of any inconsistency between the provisions in Schedule 2 and the provisions in these Terms and Conditions, the provisions in Schedule 2 prevail.

28. Supply of Goods and Services in Australia

Where and to the extent that the Customer is located in Australia and/or the Goods and/or Services are supplied to an Australian location, then the terms and conditions attached at **Schedule 3** are incorporated into and form part of the Terms and Conditions, such that they apply as part of the Contract. To the extent of any inconsistency between the provisions in Schedule 3 and the provisions in these Terms and Conditions, the provisions in Schedule 3 prevail.



SCHEDULE 1 TO STANDARD TERMS AND CONDITIONS OF SUPPLY

Additional Terms for Supply of Software

Where and to the extent that the Goods or Services comprise or include software and/or online services, then the terms and conditions in this **Schedule 1** are incorporated into and form part of the Terms and Conditions, such that they apply as part of the Contract. To the extent of any inconsistency between the provisions in this Schedule 1 and the provisions in the Terms and Conditions, the provisions in this Schedule 1 prevail.

Part 1 – Software

This Part 1 applies where and to the extent that the Goods or Services comprise or include software ("Software").

1. For the purposes of this Schedule 1, Part 1:

(a) **"Third Party Software"** means software, developed, licensed, or owned by or on behalf of parties other than Molycop, including open source software.

(b) **"Third Party Hardware"** means hardware or equipment developed, licensed, or owned by or on behalf of parties other than Molycop.

(c) **"Open Source Components"** means any software component that is subject to any open source licence agreement, including any software available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licences, or any other license that is approved by the Open Source Initiative.

2. Subject to the terms set forth in the Contract, the Customer is authorized to use the software licensed in the Customer's own operations solely as provided for under the Contract and solely at the location(s) detailed in the Contract. The Customer will cooperate and assist Molycop with (a) identifying the appropriate software and equipment for use in the Customer's operations; (b) installing and configuring any equipment or software provided under the Contract, including providing any necessary access to the Customer's hardware, systems, technology infrastructure, or databases, as applicable, for integrating the equipment, Software (including any third-party software); (c) testing the Software to verify that, when used as part of the Customer's operations, the Software operates according to the documentation provided by Molycop. The Customer must ensure the Software and equipment is used in the manner and for the purposes specifically authorised under the Contract. Customer assumes all risks arising from its performance (or failure to perform) its obligations under the Contract and its use, and inability to use or misuse of the Software and equipment.

3. The Customer acknowledges and agrees that the Software does not include fail-safe control functionality and is not designed, manufactured or intended to be used to provide fail safe functionality, for use with any critical or high risk applications, including but not limited to nuclear applications, cyanide applications, or for any other use in which the failure of the Software could lead to death, personal injury, physical, environmental or financial damage ("**Certain Uses**"). MOLYCOP HEREBY SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR CERTAIN USES, AND IS NOT RESPONSIBLE FOR THE CUSTOMER'S, OR ANY OTHER PERSON ACTING THROUGH THE CUSTOMER, USE OF THE SOFTWARE. THE CUSTOMER HEREBY UNCONDITIONALLY AND IRREVOCABLY RELEASES AND DISCHARGES MOLYCOP AND ITS EMPLOYEES, MEMBERS, PARENT, AFFILIATES, SUPPLIERS, SELLERS OR CONTRACTORS (THE "MOLYCOP PARTIES") FROM ANY AND ALL LOSS, CLAIM, DAMAGE OR OTHER LIABILITY ASSOCIATED WITH OR ARISING FROM USE OF THE SOFTWARE BY THE CUSTOMER OR ANY OTHER PERSON OR ENTITY UNDER THE CUSTOMER'S DIRECT OR INDIRECT CONTROL, SUPERVISION, OR DIRECTION (WITH OR WITHOUT CUSTOMER'S PERMISSION) INCLUDING WITHOUT LIMITATION PARTIES USING THE CUSTOMER'S SYSTEM OR FACILITIES AND THE CUSTOMER'S AFFILIATES, SUPPLIERS OR CONTRACTORS (THE "CUSTOMER PARTIES").

4. Molycop has the right, at its sole cost, to audit, or have audited, not more than annually, upon at least ten (10) business days' prior written notice and during regular business hours, the use of the Software by the Customer to ensure the Customer's use of the Software is in compliance with the terms of the Contract. If the audit reveals any unauthorized use of the Software, the Customer must immediately rectify the non-compliance.

5. Goods purchased pursuant to the Contract may come pre-installed with certain Software, as more fully described in the Contract. The Customer's rights to use the Software are conditional upon the Customer complying with all provisions of the Contract. Subject to the terms and conditions of the Contract and payment of the applicable license fees for the Software ("**License Fees**"), Molycop grants the Customer a limited, revocable, non-exclusive, non-sublicensable, non-transferable and royalty-free licence (the "**License**") to use the Software during the term specified in the Contract, in object code format only, solely in connection with the Customer's use of the Goods only for the Customer's own operations. No other use is permitted without notice to and consent of Molycop. Except as otherwise specified in the Contract, the Customer is responsible for maintaining the most current version of the Software and implementing all updates provided by Molycop, and any failure to do entitles Molycop to terminate the Licence.

6. Ownership. Any rights not expressly granted to the Customer are expressly reserved to Molycop. Except for the License granted herein, Molycop retains all right, title and interest in and to the Software and all corresponding intellectual property rights, subject only to the rights of third parties in open source components. The Customer agrees not to remove any patent, trademark, copyright or other proprietary notices incorporated on or in the Goods. The Customer may install and use copies of the Software in object code format only, in a number equal to the quantity of Goods purchased from Molycop.

7. The Customer must not use the Software except with or as a part of the Goods and the Customer must not (a) rent, lease, sell, lend, distribute or otherwise make the Software available to any third party; (b) remove any patent, trademark, copyright or other proprietary notices incorporated on or in the Software; (c) directly or indirectly, in any form or manner copy, reproduce, modify, prepare derivative works of, decompile, reverse engineer, disassemble or otherwise attempt to derive or generate source code or object code from the Software; (d) take or permit any act that would in any way impair the rights of Molycop in the Software; or (e) use any open source components in any manner or for any purpose or application not expressly permitted by the controlling open source licence.

8. The Customer is solely responsible for obtaining any and all permits, licences and other regulatory or other approvals required to use the Goods and Software on its system and facilities, and hereby accepts sole responsibility for complying with such requirements (and any failure to do so) and all consequences of such use.

9. The Customer acknowledges that Molycop is the sole and exclusive owner, or has all necessary licenses, of all intellectual property embodied in or disclosed by the Software; that the Software and all technical data and information associated with the Software constitute trade secrets and are the valuable property of Molycop; and that Molycop retains all title and ownership in such intellectual property and any modifications, updates or derivative works thereof. The Contract does not convey to the Customer ownership of any Molycop intellectual property; it only conveys the right to use the same in strict compliance with the Contract. Nothing in the Contract is to be interpreted or construed as granting the Customer any right to the Software other than as expressly provided herein or to limit any rights or remedies Molycop may have under copyright, patent, trademark, trade secret or other applicable laws.

10. All of the Customer's Background Technology (as defined below), (including any modifications, improvements or extensions thereto) is and shall, as between the parties, remain owned by the Customer. All of Molycop's Background Technology (including any modifications, improvements or extensions thereto) is and shall, as between the parties, remain owned by Molycop. For the purposes of this clause, "**Background Technology**" means any and all works, inventions, discoveries, ideas, processes, formulas, source and object codes, data, programs, know-how, developments, designs, techniques and improvements that were conceived, written, created, made, learned, reduced to practice, discovered, developed or generated by the applicable party, whether alone or jointly with others, prior to the effective date of the Contract.

11. Unless specifically agreed otherwise in the Contract, Molycop owns all right, title and interest in and to all inventions, discoveries, concepts or ideas, and expressions thereof, whether or not subject to patent, copyright, trademark or service mark protection, and whether or not reduced to practice, which are made or conceived in whole or in part by Molycop alone or jointly with the Customer as part of the Services ("**Work Product**"). The Customer hereby assigns, transfers and conveys to Molycop all rights it may have in or to such Work Product. If a government, arbitral or other competent authority determines that the Customer has any proprietary rights in or to any of the Work Product or in any Molycop Goods, Services or Software, including any derivative works, the Customer hereby irrevocably and unconditionally assigns all such rights to Molycop.

12. The Customer agrees that all fixes, modifications, derivatives, improvements and other alterations or changes to the Software conceived of or made by Molycop, the Customer or any third party (in each case, whether alone or with others) including any of the foregoing that are based, in whole or in part, on any of the Customer test results, feedback, suggestions or recommendations, or which require or result in any modification, alteration or change to the Software or any Goods to operate (collectively, "**Improvements**") are the exclusive property of Molycop and all right, title, and interest in all such Improvements vest in Molycop. To the extent such Improvements may not, by operation of law, vest in Molycop, all right, title and interest therein are hereby irrevocably assigned to Molycop. The Customer acknowledges and agrees that its right to use any and all Improvements is subject to Molycop's prior written approval and to the terms of the Contract. The Customer further acknowledges and agrees that it may only use Improvements with Software for which it has purchased and maintained a valid Licence from Molycop.

13. The Customer hereby agrees and covenants not to challenge Molycop's claims to exclusive ownership of the Software (including derivatives and Improvements), or directly or indirectly, assert any rights with respect to any of the foregoing inconsistent with Molycop's exclusive ownership or do or suffer to be done any other act or thing that might in any way impair the rights of Molycop in and to any of the foregoing.

14. The Goods may contain certain Software that is proprietary to Molycop, and certain Software may include Open Source Components licensed under GNU Affero General Public License v3.0], a copy of which can be found at <https://www.gnu.org/licenses/agpl-3.0.en.html> (each, an "**Open Source Licence**"). Any use of the Open Source Components by the Customer is governed by, and subject to, the terms and conditions of the Open Source Licence(s).

15. The Customer acknowledges that the Goods and/or Software may comprise or contain Third-Party Software and the Customer agrees to comply with the applicable third-party licence terms that are in addition to those set forth in this Schedule 1, as set forth or referenced in the Contract, and such third party licence terms may be amended from time to time by Molycop upon notice to the Customer. By entering into the Contract and accepting delivery of the Software, the Customer agrees to all such additional licence terms. Molycop does not warrant that the list of Third-Party Software or Open Source Components are accurate or complete and makes no warranties of any kind with respect to any Third-Party Software or Open Source Components. With respect to any Third-Party Software, Customer agrees to:

(a) cooperate with Molycop to protect the proprietary rights in the Third-Party Software;

(b) not disassemble, decompile, reverse engineering or otherwise attempting to derive the source code of the Third-Party Software;

(c) not redistribute or use the Third-Party Software beyond the licence granted to the Customer or for any purpose other than to use the Goods and Services in accordance with the Contract;

(d) delete and cease use of any Third-Party Software upon termination or expiry of the Contract; and

(e) make no representations or warranties on behalf of any providers of the Third-Party Software.

16. Disclaimer of Warranty. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR THE LIMITED WARRANTIES REFERRED TO IN THIS SCHEDULE 1, PART 1, THE SOFTWARE AND RELATED SERVICES ARE PROVIDED "AS IS" AND THAT MOLYCOP MAKES NO WARRANTIES WITH RESPECT TO THE SOFTWARE OR RELATED SERVICES. MOLYCOP HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, INTERFERENCE WITH QUIET ENJOYMENT, COMPATIBILITY WITH THE CUSTOMER'S SYSTEMS OR PRODUCTS OR SERVICES PROVIDED TO THE CUSTOMER BY THIRD PARTIES, SYSTEM INTEGRATION OR WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. MOLYCOP DOES NOT WARRANT THAT THE SOFTWARE, DATA, RESULTS, OR RELATED SERVICES WILL MEET THE CUSTOMER'S REQUIREMENTS, OR THAT THE CUSTOMER'S USE OF THE DATA OR SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, FREE FROM DEFECTS OR FREE OF SECURITY VULNERABILITIES, OR THAT THE SOFTWARE WILL BE FREE FROM DEGRADATION. MOLYCOP MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO ANY THIRD PARTY SOFTWARE INCLUDED IN THE SOFTWARE OR IN THE EQUIPMENT. IN NO EVENT IS MOLYCOP RESPONSIBLE FOR THE RESULTS OF ANY TECHNICAL ADVICE IN CONNECTION WITH THE DESIGN, INSTALLATION OR USE OF THE SOFTWARE.

17. THE CUSTOMER HEREBY RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS MOLYCOP AND ITS EMPLOYEES, MEMBERS, PARENT, OR AFFILIATES (THE "MOLYCOP INDEMNITEES") FROM ALL JUDGMENTS, AWARDS, CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES"), FOR INJURY OR DEATH TO ALL PERSONS AND FOR LOSS AND DAMAGE TO PROPERTY BELONGING TO ANY PERSON ARISING OR ALLEGED TO ARISE IN ANY MANNER FROM THE USE OR MISUSE OF THE SOFTWARE BY THE CUSTOMER OR ANY CUSTOMER PARTIES (INCLUDING, WITHOUT LIMITATION, ANY NEGLIGENCE CLAIM AND/OR ANY CLAIM ARISING FROM THE USE OF THE DESIGN, MANUFACTURE, OPERATION, OR MAINTENANCE OF THE SOFTWARE).

18. Molycop agrees to defend and hold the Customer harmless from any third party claim that the Software, excluding Third-Party Software and Open Source Software, infringes such third party's valid patent or copyright rights that were in existence at the time the Software was delivered to the Customer and pay that portion of any final judgment (or any settlement approved by Molycop) awarded against the Customer directly attributed to such infringement. If there is a claim subject to indemnity under this clause 18, Molycop may, at its sole option and its own expense, (a) procure for the Customer the right to continue using the infringing Software; (b) modify the infringing Software so that it becomes non-infringing, provided that such modification is functionally equivalent to the infringing Software; (c) replace the infringing Software with functionally equivalent non-infringing Software; or (d) remove the infringing Software and refund to the Customer the amount that the Customer paid for such infringing Software. Despite any other provision of the Contract, Molycop has no obligation under this clause 18 with respect to (1) any improvements to the Software made or provided to Molycop by the Customer, (2) any modifications or changes to the Software made (x) by any person other than Molycop or (y) by Molycop at the direction of the Customer, (3) any combination of the Software with any products or services provided by the Customer or any third party, or (4) any part of the Software provided by the Customer or any third party. This clause 18 sets forth Molycop's sole obligation and the Customer's sole remedy for any claim that the Software infringes the intellectual property rights of any person or entity.



Part 2 – Online Services

This Part 2 applies where and to the extent that the Goods or Services comprise or include online services, including hosted online software services.

1. For the purposes of this Schedule 1, Part 2:

- (a) **"Access Software"** means any software in object code form which is supplied by Molycop in conjunction with the Services and is required to be installed and operated on the Customer's facilities or Molycop hardware in order to use or access the Services. Access Software may include server-side software, workstation software, software applications and/or third-party software. For the avoidance of doubt, Access Software does not include any Service Software.
 - (b) **"Service"** means the hosted technology and management solution for processing data and information about inlet and outlet conditions of mill equipment, including all updates, modifications, and enhancements thereto, as made generally available by Molycop to its customers.
 - (c) **"Service Software"** means the software, intellectual property, technology and related rights owned, leased or licensed by Molycop, including any of the foregoing that comprise or are used to provide the Services, but excluding the Access Software.
 - (d) **"Customer Data"** means all information, documents, images, files or materials uploaded, created, modified, or stored in the Service by the Customer or the Customer's users.
2. Subject to and conditional upon the Customer complying with all the terms and conditions of the Contract, Molycop grants the Customer a non-exclusive, non-transferable right to access and use the Service during the term of the Contract, solely for use by the specified users in accordance with the terms and conditions of the Contract. Such use is limited to the Customer's internal use. Molycop will provide to the Customer the necessary passwords and network links or connections to allow the Customer to access the Service. A user's access to and use of the Service signifies their acceptance of Molycop's service terms and obligations as detailed in the Contract. The Customer must ensure its users comply with the terms of the Contract. The Customer is liable for all acts and omissions of its users, including but not limited to any fees or expenses incurred through a user's use and access to the Service.
 3. The provision of access and use of the Services is subject to the Customer having the appropriate facilities, as specified in the Contract. If the Customer ceases using any equipment, hardware, or software necessary for the access and use of the Services, or breaches any agreement associated with the purchase and licence thereof, the Service will immediately terminate and Molycop will have no liability to or further obligations to the Customer under the Contract for supply of the Service.
 4. A stable internet connection and modern browser is required to access and use the Service. The Service may work in a limited manner on other web browsers, but the Service is designed for use on modern browsers.
 5. Molycop reserves the right, in its sole discretion, to update, modify, or remove the features, functionality, or other aspects of the Service at any time.
 6. Without limiting Molycop's termination rights, Molycop reserves the right, at any time, with or without notice in Molycop's sole and absolute discretion, to temporarily suspend or otherwise deny access to or use of the Service, without incurring obligation or liability, for: (a) scheduled or unscheduled maintenance; (b) maintaining the security or integrity of Molycop's network, hardware, or associated systems or those of Molycop's third party providers; (c) unusual spikes in activity or usage of the Service; (d) unplanned technical problems or outages; (e) the actual or suspected violation of the Contract by the Customer or any of its users; (f) any failure by the Customer to pay an invoice when due; (g) judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Molycop to do so; or (h) the expiry or termination of the Contract. Molycop will use reasonable efforts to notify the Customer of any scheduled maintenance. Molycop is not liable for any suspension or disablement of the Service that occurs pursuant to this clause 6.
 7. The Customer is responsible and liable for all uses of the Service resulting from access provided by the Customer, directly or indirectly, whether such access or use is permitted by or in violation of the Contract. Without limiting the generality of the foregoing, the Customer is responsible for all acts and omissions of users, and any act or omission by a user that would constitute a breach of the Contract if taken by the Customer will be deemed a breach of the Contract by the Customer. The Customer must make all users aware of the Contract's provisions as applicable to such user's use of the Service, and must cause users to comply with such provisions.
 8. Except as otherwise provided for in the Contract, the Customer must at its sole expense, provide, configure and maintain to the extent required for the Customer and users to obtain the benefit of the Service and for the deployment of Access Software: (a) all hardware and equipment necessary for measuring and gathering data; (b) all hardware and servers necessary to deploy the Access Software; (c) Internet access; (d) systems software for the hardware and access devices; and (e) any third party materials required to access the Service.
 9. As reasonably requested in order to provide support services or technical support, the Customer must give Molycop personnel access to the Customer's facilities, the site where such Customer facilities are located, and Customer data when required to resolve support issues.
 10. The Customer must not use the Service for any purposes beyond the scope of the access granted in the Contract. The Customer must not at any time, directly or indirectly, and must not permit any users to: (i) copy, modify, or create derivative works of the Service or Molycop documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service or Molycop documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service, in whole or in part; (iv) remove any proprietary notices from the Service or documentation; (v) use the Service in a manner that compromises the integrity of Service or the confidentiality of other users of the Service; and (vi) use the Service or documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
 11. The Customer must immediately notify Molycop of any actual or threatened unauthorised use of or access to the Service or the Customer's data that comes to the attention of the Customer or a user. In the event of any such unauthorised use, the Customer must take all steps necessary to terminate such unauthorised use or threatened activity and to mitigate its effects. Additionally, the Customer will provide Molycop with such cooperation and assistance related to any such unauthorised use as Molycop may reasonably request. Notification of such unauthorised use or other security concerns must be reported to Molycop at admin@processiq.com.au.
 12. The Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data. The Customer grants Molycop a non-exclusive, perpetual, royalty-free, worldwide licence to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Molycop, Molycop's personnel, and Molycop's authorized third parties to provide the Service, including, but not limited to, maintenance of the Service and the Customer's account, improving search and tagging functions with the Customer's account, and supporting the integrity of the Service and data processing systems. The Customer irrevocably grants all such rights and permissions in or relating to Customer Data as are necessary or useful for Molycop.
 13. The Customer retains sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions and materials provided by Customer or any user in connection with the Service; (c) the Customer facilities; (d) the security and use of the Customer's and its users' account access credentials; and (e) all access to and use of the Service directly or indirectly by or through the Customer systems or the Customer's and Users' account access credentials, with or without the Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Molycop has no responsibility or liability for the accuracy of data uploaded to the Service by the Customer, including without limitation Customer Data.
 14. The Customer must employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all account access credentials and protect against any unauthorised access to or use of the Service; and (b) control the

content and use of the Customer Data and the Customer's facilities, including the uploading or other provision of Customer Data for processing by the Service.

15. This Contract and use of the Service are subject to the Molycop Privacy Policy. The Privacy Policy applies only to the Service, and does not apply to any third-party website or service linked to the Service. Except otherwise set forth in the Contract, Molycop will not disclose Customer Data to any third party for any purpose other than to provide the Service, support, or related services to the Customer.

16. In the course of providing the Service, Molycop may monitor the Customer's use of the Service and collect and compile statistical data and performance information, analytics, metadata, or similar information, generated through instrumentation and logging systems, regarding the operation of the Service, including the Customer's use of the Service ("Aggregated Statistics"). All right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Molycop. Aggregated Statistics will not include any Customer Data. Nothing in this Contract restricts Molycop's right to collect Aggregated Statistics or to use it for any internal business purpose, or in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify the Customer, users, or the Customer's confidential information.

18. Molycop owns all right, title, and interest in and to the Service (including without limitation all software used to provide the Service and all graphics, user interfaces, logos, and trademarks reproduced through the Service) and Molycop's confidential information, including all intellectual property rights contained therein. Except for the express rights granted in this Schedule 1, Part 2, no other licences or rights are granted by Molycop, by implication, estoppel or otherwise, and all rights not expressly granted herein are reserved. The Customer must not modify, publish, transmit, reproduce, create derivative works or improvements from, distribute, display, incorporate into another web site, or in any other way exploit the Service, in whole or in part, without prior written permission from Molycop.

19. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED IN THE CONTRACT, THE SERVICE IS PROVIDED TO THE CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS. MOLYCOP EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, ADEQUACY OF INFORMATION AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. MOLYCOP DOES NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE, OR THAT DEFECTS CAN BE CORRECTED. ADDITIONALLY, ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND MOLYCOP EXPRESSLY DISCLAIMS ALL WARRANTIES RELATED TO THE THIRD-PARTY SOFTWARE, MATERIALS OR WEB BROWSERS THAT THE CUSTOMER MAY NEED TO USE IN CONJUNCTION WITH THE SERVICE OR SITE. ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY SOFTWARE, MATERIALS OR WEB BROWSERS ARE STRICTLY BETWEEN THE CUSTOMER AND THE APPLICABLE THIRD-PARTY PROVIDER. MOREOVER, GIVEN THE NUMBER OF VARIABLES INVOLVED MOLYCOP DOES NOT WARRANT A GUARANTEED SPEED FOR DATA PROCESSING OR LENGTH OF SERVICE. THE CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT MOLYCOP WILL HAVE NO LIABILITY OF ANY KIND WITH RESPECT TO (A) THE LOSS, ALTERATION, OR DESTRUCTION OF THE CUSTOMER DATA IN CONNECTION WITH THE SERVICE; (B) ANY CLAIMS OR LOSSES OF ANY KIND RELATED TO THE MISUSE OF THE SERVICE, INCLUDING BUT NOT LIMITED TO THE ACTIVITIES OF THIRD PARTIES OR DUE TO THE CUSTOMER'S FAILURE TO MAINTAIN THE CONFIDENTIALITY AND SECURITY OF THE SERVICE; OR (C) ANY CLAIMS OR LOSSES DUE TO IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICE, INCLUDING BUT NOT LIMITED TO PLANNED OR UNPLANNED DOWNTIME OR ANY UNAVAILABILITY DUE TO A FORCE MAJEURE EVENT.

20. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, MOLYCOP, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS (COLLECTIVELY, "MOLYCOP PARTIES") ARE NOT LIABLE TO THE CUSTOMER, THE CUSTOMER'S USERS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, CLIENTS, OR ANY PARTY CLAIMING THROUGH THE CUSTOMER (COLLECTIVELY, "CUSTOMER PARTIES") FOR ANY (A) INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REVENUE, OR GOODWILL, INTERRUPTION OR LOSE OF USE OF THE SERVICE; OR (B) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, INCURRED BY THE CUSTOMER PARTIES UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR AS A RESULT OF ANY BREACH OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE, EVEN IF MOLYCOP OR THE MOLYCOP PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

21. The Customer must defend, indemnify and hold Molycop, its affiliates and licensors, and Molycop's respective employees, officers, directors, and representatives harmless from and against all claims, damages, losses, liabilities, costs, and expenses (including attorneys' fees) relating to or arising from (a) the Customer Data, including any processing of the Customer Data by or on behalf of Molycop in accordance with the Contract; (b) the Customer's or the Customer's users' use of the Service; (c) any violation by the Customer or the Customer's users of the Contract, or applicable laws; or (d) the Customer's or the Customer's users' infringement or violation of the intellectual property rights or other rights of another. Molycop will provide the Customer with notice of such claim and Molycop reserves the right to assume sole control of the defence.

22. During the term of the Contract, and so long as the Customer complies with the terms and conditions of the Contract, the Customer has the right to export or retrieve the Customer Data from the Service at any time, and Molycop will make the Customer Data available to the Customer for export or download for up to thirty (30) days after expiry or termination of the Contract. At any time up to thirty (30) days after expiry or termination of the Contract, for an additional fee to be negotiated between the parties, the Customer may request Molycop to extract and provide to the Customer all Customer Data in a format to be agreed between the parties. After such 30-day period, Molycop has no obligation to maintain or provide any Customer Data, and will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited. The Customer acknowledges that the Service is not intended to be utilised as a document or file storage system for record retention purposes, and it is the Customer's sole responsibility to ensure it maintains a separate system to retain the Customer Data as required under its own internal record retention policies or as required under applicable law relating to record retention.

23. Except as specified otherwise in the Contract, all fees associated with the Service are non-refundable. The Customer acknowledges that no credits, refunds or prorated discounts will be issued for unused amounts — even if prepaid via a subscription plan.

24. Interruptions of data processing and access may occur due to planned or emergency maintenance and repair by Molycop, or due to a force majeure event. Under no circumstances will Molycop be held liable for any financial or other damages due to such interruptions. For the purposes of this clause 24, maintenance includes, but is not limited to, planned maintenance windows (scheduled in advance, as needed), and emergency maintenance windows (critical, unforeseen maintenance needed for the security or performance of the platform). Molycop will make reasonable effort to limit planned maintenance windows to the non-business hours. Molycop will use reasonable efforts to inform the Customer in advance if Molycop plans to exercise a planned maintenance window during business hours.

25. Any use of or access to third-party software in connection with the Service is subject to the licence terms and conditions of such third-party software, as may be set out or referenced in the Contract.



SCHEDULE 2 TO STANDARD TERMS AND CONDITIONS OF SUPPLY
Additional Terms for hire of Goods or payment by instalments

Where and to the extent that the Goods are being hired to the Customer or are being sold to the Customer on the basis of payment by instalments, then the terms and conditions in this **Schedule 2** are incorporated into and form part of the Terms and Conditions, such that they apply as part of the Contract. To the extent of any inconsistency between the provisions in this Schedule 2 and the provisions in the Terms and Conditions, the provisions in this Schedule 2 prevail.

1. Ownership of all hired Goods to be supplied to the Company pursuant to the Contract, including all accessories and replacement parts, remains with Molycop in all circumstances and title to such Goods does not pass to the Customer in any circumstances whatsoever.
2. Ownership of any Goods which are sold on the basis of payment by instalment, including all accessories and replacement parts, remains with Molycop until such time as the Customer has paid for such Goods in full.
3. The Customer undertakes that, until ownership of the Goods vests in the Customer:
 - (a) it will not lease, lend or dispose of the Goods in any way;
 - (b) it will not create, register or purport to create or register nor permit to be created or registered any charge, lien, security, mortgage pledge or other interest in or over the Equipment or otherwise encumber the Equipment;
 - (c) it will not infringe Molycop's rights of ownership of the Goods; and
 - (d) it will not repair, improve, move, interfere with, deface the Goods, without the express written consent of Molycop.
4. If the Customer refuses or fails to pay any rent or instalment amount for the Goods within 7 days after its due date, then:
 - (a) the Customer must at its own expense, within 7 days after receipt of written notice from Molycop, return the Goods to Molycop's nominated premises; or
 - (b) Molycop is entitled at any time to enter upon the Customer's premises to retrieve the Goods, and the Customer must pay all costs of such retrieval.
5. Until such time that ownership of the Goods vests in the Customer and despite any other term of the Contract, Molycop may enter onto the Customer's premises where the Goods are located at any time and from time to time during business hours to inspect the Goods.
6. The risk of loss of or damage to the Goods passes to the Customer upon delivery of the Goods.
7. Until such time that ownership of the Goods vests in the Customer, the Customer must not, without Molycop's prior written consent, part with possession or control of the Goods, interfere with the Goods or any of their parts or components or remove the Goods from the Customer's premises. The Customer must store the Goods with due care at the Customer's premises.
8. The Customer must ensure that its premises are kept secured at all times to Molycop's reasonable satisfaction.
9. The Customer must store the Goods in a suitable manner to prevent deterioration. If in Molycop's absolute opinion, there is any deterioration in or damage to the Goods, including rusting, Molycop may, at the cost of the Customer repair or replace such deteriorated or damaged Goods. The Customer is responsible for any deterioration or damage to the Goods if the Customer refuses or fails to comply any recommendations or directions given by Molycop in relation to storage, implementation, use, maintenance or servicing of the Goods (including but not limited to batteries).
10. Until such time that ownership of the Goods vests in the Customer, the Customer must ensure that the Goods are clearly identified as the property of Molycop. The Customer must not remove or deface any labels or markings on the Goods which identify them as belonging to Molycop.
11. Molycop will ensure that the Goods are in good working order and comply with the specifications set out in the Contract when they are delivered. The Customer must inspect the Goods upon delivery and Molycop is not responsible for any defects or damage (which would be visible on a reasonable inspection) unless the Customer notifies Molycop of such defects/damage within 5 days after the Goods are delivered. Molycop will, at its option, repair or replace any Goods which are defective or do not conform to the specifications during the applicable warranty period. Molycop is not obliged to replace or repair any Goods which it assesses as having only minor damage or are damaged due to operations or arising from fair wear and tear.
12. To the extent permitted by law, Molycop excludes all other warranties or representations about the Goods (including about the quality or fitness for purpose of the Goods). The liability of Molycop for or in connection with the Goods, whether in contract, in tort (including negligence), under statute, in equity or otherwise is, to the extent permitted by law, limited to the repair or replacement of the Goods during the applicable warranty period.
13. The Customer must comply with all reasonable directions given by Molycop in respect of the Goods.
14. The Customer must use, and must use its best endeavours to ensure any third party uses, the Goods only for the purpose for which they are designed and in accordance with Molycop's instructions. The Customer must immediately notify Molycop in writing about any fault in or damage to the Goods. The Customer indemnifies Molycop against all claims and all costs, liability and expenses in respect of any loss or damage to the Goods, and any damage or injury caused by the Goods (except to the extent such loss, damage or injury is caused by the default or negligence of Molycop or its employees, agents, contractors or suppliers).
15. Until such time that ownership of the Goods vests in the Customer, the Customer must at its own cost, if requested by Molycop, insure the Goods for the full insurable value of the Goods with a reputable insurer approved by Molycop covering all such risks as Molycop may from time to time reasonably require including, without limitation, fire, theft and accident and public risk liability. If requested by Molycop, the Customer must ensure that Molycop is listed as a named insured on such insurance policies. The Customer must provide Molycop with a copy of such insurance policy before the Goods are delivered to the Customer's premises and when otherwise requested by Molycop.
16. If the Goods are damaged or lost or destroyed before ownership of the Goods vests in the Customer, then the Customer must promptly upon demand pay to Molycop:
 - (a) where the Goods have been hired to the Customer, the full replacement price of the damaged, lost or destroyed Goods;
 - (b) where the Goods have been sold to the Customer on the basis of instalment payments and any instalments remain unpaid, the balance of unpaid instalments; or
 - (c) any insurance monies recovered by the Customer in respect of the Goods.



SCHEDULE 3 TO STANDARD TERMS AND CONDITIONS OF SUPPLY

Additional Terms for Goods and/or Services supplied in Australia

Where and to the extent that the Customer is located in Australia and/or the Goods and/or Services are supplied to an Australian location, then the terms and conditions in this **Schedule 3** are incorporated into and form part of the Terms and Conditions, such that they apply as part of the Contract. To the extent of any inconsistency between the provisions in this Schedule 3 and the provisions in the Terms and Conditions, the provisions in this Schedule 3 prevail.

Part 1 – Personal Property Security

1. In this Schedule 3, Part 1:
 - (a) **"Accession"** means any Goods which are installed in or affixed to other goods;
 - (b) **"ACL"** means the *Australian Consumer Law* which is contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth);
 - (c) **"Processed Goods"** means Goods which after their delivery become part of a product or mass by being manufactured, processed, assembled, commingled or otherwise dealt with in such a way that their identity is lost in the product or mass;
 - (d) **"PPSA"** means the *Personal Property Securities Act 2009* (Cth);
 - (e) the terms "financing statement", "proceeds", "purchase money security interest", "security agreement", "security interest" and "verification statement" have the respective meanings given to them under, or in the context of, the PPSA;
 - (f) unless otherwise stated, an expression used or defined in the *Corporations Act 2001* (Cth) has the same meaning in the Terms and Conditions;
2. The Customer acknowledges that each Contract constitutes a security agreement with Molycop.
3. If there is any Amount Payable, until the Goods are paid for in full, or become an Accession or Processed Goods, the Customer must:
 - (a) keep the Goods separate and in good condition as a fiduciary of Molycop, clearly showing Molycop's ownership of the Goods;
 - (b) keep books recording Molycop's ownership of the Goods and the Customer's sale or otherwise of them; and
 - (c) if required by Molycop, deliver the Goods up to Molycop.
4. The Customer may only install or affix the Goods to other goods (so that they become an Accession to those other goods) or use or permit the Goods to be manufactured, processed, assembled, commingled or otherwise dealt with (so that they become Processed Goods) in the ordinary course of its normal business.
5. If the Customer is in Default, in addition to Molycop's other rights under the Terms and Conditions, the PPSA or any other applicable law, Molycop may:
 - (a) take possession of the Goods or any Processed Goods, wherever they are located;
 - (b) remove any Goods which have become an Accession; and/or
 - (c) enter upon the Customer's premises for that purpose; and/or
 - (d) appoint any person to be a receiver of all or any of the Goods, Accessions, Processed Goods or other assets the subject of the security interests created by this document.
6. Unless otherwise expressly agreed in writing, Molycop will allocate and apply amounts received from the Customer in the following order:
 - (a) firstly, in or towards payment of any part of the Amount Payable which is not part of the purchase price of any Goods, in the order in which those amounts were incurred; and
 - (b) secondly, in or towards payment of the purchase price of Goods in the order in which those Goods were invoiced.

This order of allocation and application will apply notwithstanding any instruction, request or appropriation of the Customer as to the way in which a payment made by it should be applied by Molycop, or any condition attached by the Customer to any payment made by it.
7. Security Interest, Charge and Mortgage
 - (a) The Customer grants to Molycop a security interest in the Goods to secure payment of the Amount Payable. The security interest:
 - i) extends to and continues in all proceeds, Accessions and Processed Goods; and
 - ii) is a purchase money security interest to the extent to which it secures payment of that part of the Amount Payable which comprises the aggregate unpaid purchase price of Goods.
 - (b) The Customer must not do or permit anything to be done that may result in the purchase money security interest granted to Molycop ranking in priority behind any other security interest.
 - (c) The Customer charges and mortgages in favour of Molycop, all of the Customer's interest and rights in all present and future real property of the Customer to secure the performance of the Customer's obligations under each Contract, including payment of the Amount Payable. The Customer acknowledges that Molycop has a caveatable interest in any real property of the Customer under this clause and may lodge a caveat over that property. Upon demand by Molycop, the Customer agrees to immediately execute a mortgage in favour of Molycop on terms satisfactory to Molycop to more particularly describe the mortgage conferred by this clause. Should the Customer fail within a reasonable time of such demand to execute that mortgage, then the Customer irrevocably appoints Molycop as its attorney with authority to do on its behalf any thing that it may lawfully authorise an attorney to do including, without limitation, to make, sign, execute, seal and deliver any document and to take possession of, use, sell or otherwise dispose of any real property of the Customer.
8. Contracting out of the PPSA
 - (a) The Customer:
 - i) waives the right under section 157 of the PPSA to receive a copy of the verification statement verifying registration of a financing statement or a financing change statement relating to any security interest created under the Contract; and
 - ii) contracts out of its rights to receive any other notice or statement under any other provision of the PPSA (including for the avoidance of doubt, any of the provisions specified in paragraph (b)).
 - (b) To the fullest extent permitted by the PPSA, the parties agree to contract out of sections 95, 117, 118, 120, 121(4), 125, the second sentence of section 126(2), sections 129(2), 129(3), 130, 132(3)(d), 132(4), 142 and 143, which sections (or parts of sections) do not apply.
9. Default
 - (a) A party will be in Default if:
 - i) it breaches a material term of any Contract and such breach is not remedied within 14 days of receiving notice from the other party requiring it to do so, unless such breach arises out of the supply of defective Goods, in which case Molycop will remedy the breach within such time as is reasonable in the circumstances;
 - ii) being a body corporate it becomes an externally-administered body corporate or has an application for winding up filed against it;
 - iii) in the case of the Customer being an individual, it commits an act of bankruptcy or becomes an insolvent under administration;
 - iv) in the case of the Customer, payment for the Goods has not been received by Molycop

- v) by the due date for payment; or
- vi) in the case of the Customer, any representation or warranty made by it in or in connection with a Contract, or any information provided by it to Molycop in or in connection with a credit application, is incorrect, misleading or deceptive (whether by omission or otherwise) in any material respect; or
- vii) in the case of the Customer, Molycop forms the opinion in its absolute discretion that the Customer's creditworthiness or credit standing alters from that indicated in its credit application.
- (b) If a party Defaults, the other party may:
 - i) treat an Order Acknowledgement or the whole of the Contract as repudiated and sue for breach of contract; and/or
 - ii) being Molycop, refuse to supply any Goods to the Customer on credit or at all; and/or
 - iii) being Molycop, claim the return of any Goods in the Customer's possession where title has not passed to the Customer or exercise any other right or remedy available to it under the Contract, the PPSA or any other applicable law, including to enforce the security interests created by the Contract; and/or
 - iv) being Molycop, by notice to the Customer declare all monies owing by the Customer to Molycop on any account immediately due and payable (including the Amount Payable).

Part 2 – Consumer transactions

Where and only to the extent that the supply of Goods is to a "consumer" (as that term is defined by the ACL) then this Part 2 in Schedule 3 is incorporated into and form part of the Terms and Conditions, such that it applies as part of the Contract and, except as expressed otherwise in this Part 2, nothing in the Terms and Conditions is construed as excluding, restricting or modifying any Consumer Guarantee provided under the ACL, in respect of that supply of Goods.

10. In this Schedule 3, Part 2:
 - (a) **"ACL"** means the *Australian Consumer Law* which is contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth);
 - (b) **"Additional Consumer Terms and Conditions"** means the terms and conditions set out in this document;
 - (c) **"Consumer"** means a Customer that is a consumer (as that term is defined in the ACL) in respect of the particular supply of Goods;
 - (d) **"Consumer Guarantees"** means the guarantees relating to the supply of goods and services to consumers provided by Division 1 of Part 3-2 of the ACL;
 - (e) **"Terms and Conditions"** means Molycop's Standard Terms and Conditions of Sale having the same effective date as these Additional Consumer Terms and Conditions;
 - (f) In the event of any inconsistency between a provision of the Terms and Conditions and the Additional Consumer Terms and Conditions, the latter prevails;
 - (g) Unless otherwise expressly stated, a word or expression used or defined in the Terms and Conditions has the same meaning in the Additional Consumer Terms and Conditions;
 - (h) Unless otherwise stated, an expression used or defined in the ACL has the same meaning in the Additional Consumer Terms and Conditions;
 - (i) Words indicating the singular include the plural and vice versa;
 - (j) Nothing in the Additional Consumer Terms and Conditions is construed as being contrary to the provisions of the ACL or the *Competition and Consumer Act 2010* (Cth).
11. Application

This Part 2 applies to the supply of Goods when and only to the extent that the supply of Goods is to a Consumer.
12. Exception to Consumer Guarantee

The Consumer's right to undisturbed possession of the Goods does not apply to the extent that Molycop maintains a valid security interest in the Goods pursuant to Part 1 of this Schedule 3.
13. Limitation of Liability
 - (a) To the extent that Goods supplied by Molycop are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then
 - i) subject to clause 28(a)ii), Molycop's liability for any failure to comply with a Consumer Guarantee (other than those guarantees as to title, undisturbed possession and undisclosed securities) is limited, at the sole discretion of Molycop, to replacement, resupply or repair of the Goods; payment of the cost of replacing or acquiring equivalent goods; or payment of the cost of having the goods repaired; and
 - ii) to the extent that the Goods comprise a service, Molycop's liability for any failure to comply with a Consumer Guarantee is limited, at the sole discretion of Molycop, to supplying the service again or payment of the costs of having the service supplied again.
 - (b) Clause 13(a) will not apply if the Consumer establishes that it would not be fair and reasonable for Molycop to rely on the applicable clause.
 - (c) To the extent that clause 13(a) does not apply, Molycop acknowledges that:

Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
14. Making a Claim
 - (a) If during the first 30 days from their date of delivery or receipt (or such other period that is reasonable in the circumstances) the Goods prove to be defective, Molycop will honour its obligations as set out above or in the ACL, as applicable.
 - (b) In order to make a claim the Consumer must telephone Molycop on +61 08 9240 4357 or email admin_perth@molycop.com. The Consumer must provide Molycop with details of the Goods, the date of supply, a description of the defect and appropriate contact details. Upon accepting the claim, Molycop will assist the Consumer with the appropriate remedy.
 - (c) All Goods the subject of a claim must be accompanied by satisfactory proof of purchase. While this may take a number of forms, it is best to provide a legible receipt or sales invoice.
 - (d) Unless the cost of doing so is unreasonably significant, the Consumer is responsible for returning the Goods at its expense. In all other cases, Molycop will collect the Goods at its expense.
15. Contact details

Molycop's contact details are:

Address: Suite 3, 24 Geddes Street, Balcatta WA 6021 Western Australia, Australia
Telephone: +61 08 9240 4357
E-mail: admin_perth@molycop.com
Website: <https://molycop.com>