

**TERMS AND CONDITIONS OF SALE (“Contract”)**  
**with Aster ANZ Pty. Ltd. (“Seller”)**

*Unless otherwise specified on the face hereof, the following terms and conditions shall apply:*

1. Goods covered hereunder (“Goods”) are delivered, and prices set, EXW shipping point (Incoterms® 2020) when Buyer arranges for the contract of carriage, and CPT shipping point (Incoterms® 2020) when Seller arranges for the contract of carriage. Risk of loss shall pass to Buyer in accordance with the applicable Incoterm and title passes simultaneously. Prices are those contained in Seller’s price list in effect as of the date of Goods shipment. Freight is included in the price of Goods only upon express agreement of the parties.

Where freight is not included, the amount will be added to the net amount of the invoice or will be charged separately. Buyer agrees to reimburse Seller for all sales & use taxes, excise taxes, goods and services taxes, and value added taxes (including customs duties, import and export taxes, or other similar charges) that Seller may be required to pay to any government (federal, state or local) upon the disposal, sale, production, registration or delivery of Goods.

2. All Goods are payable in the currency stated on the invoice or credit memo at the address designated in writing by Seller. Seller’s credit terms require payment of each invoice be received by the applicable due date or Seller may charge interest on the unpaid amount from the original due date until the date Seller actually receives payment at the prime rate of interest per annum (as reported in The Wall Street Journal on the original due date) plus 4%, calculated daily, or such lesser rate determined by Seller.
3. Nothing in these Terms and Conditions restricts the effect of warranties or conditions which may be implied by law or any other rights or remedies which cannot be excluded, restricted or modified. Subject to those laws, to the extent to which Seller is entitled to do so, its liability under such implied conditions or warranties or other rights or remedies shall be limited, at its option, to any one or more of the following: (a) the replacement or repair of the Goods or the supply of equivalent goods; or (b) the payment of the cost of replacing or repairing the Goods or of acquiring equivalent goods.
4. Buyer agrees that no claim will be made for delays in shipment where Buyer, upon receipt of Goods, accepts them. Absent notification in writing from Buyer to Seller of a delay in the delivery of Goods, within 7 days from the date of receipt, Goods are deemed accepted by Buyer. Seller may charge Buyer detention and/or demurrage fees for Buyer’s failure to promptly unload and release transportation equipment furnished or arranged by Seller (i.e., within 7 days for railcars or within allowed laytime for vessels). Subject always to Section 3, on any rejection of Goods by reason of Seller’s delay in shipment, Buyer’s exclusive remedy is limited to rejection and return of Goods and a refund of purchase price. Buyer will examine diligently and carefully Goods promptly upon receipt of each shipment and notify Seller of any off-specification, shortfall in delivery or non-receipt of Goods. Subject always to Section 3, Seller will not be responsible for any variation in quality or quantity unless Buyer gives Seller written notice of a claim of such variation within 30 days after receipt of the shipment or, in the case of non-delivery, from the date fixed for delivery. Subject always to Section 3, Buyer’s failure to give notice of any such claim will constitute an unqualified acceptance of Goods and a waiver by Buyer of all claims with respect thereto. All claims relating to transportation of Goods must be made directly to the carrier. Subject always to Section 3, Goods will not be accepted for return without first obtaining the prior written authorization of Seller.

Buyer will have no recourse against the Seller for any defect affecting the Goods that could not be revealed by the careful and diligent examination of the Goods (‘hidden defect’), unless the Buyer gives Seller written notice of such defect within 30 calendar days following the discovery of the potential defect and within 6 months as of the delivery of the Goods. This paragraph is subject always to Section 3.

5. If and for so long as, in Seller’s sole judgment, reasonable doubt, supported by objective facts or considerations, exists as to Buyer’s financial ability to make payments when due, or if Buyer is past due in payment of any amount owing to Seller, Seller shall have the right, without liability and without prejudice to any other remedies under this Contract or by operation of law or equity, to (i) suspend performance, decline to ship or stop any shipment of Goods in transit, until Seller receives payment of all amounts owing to Seller, whether or not due, and (ii) require Buyer to make payment on a cash in advance basis or provide a satisfactory bank letter of credit securing payment obligations, or provide other payment security acceptable to Seller.
6. Seller warrants that, at the time of delivery of Goods to Buyer, Goods will either (i) be representative of Seller’s commercial grade of Goods in all material respects, or (ii) if provided by Seller, will meet Seller’s specifications in all material respects. **SUBJECT ALWAYS TO SECTION 3, THE FOREGOING WARRANTIES ARE EXCLUSIVE, AND SELLER DOES NOT MAKE AND EXPRESSLY DISCLAIMS, AND BUYER EXPRESSLY WAIVES, ANY OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ALLEGEDLY ARISING FROM ANY USAGE OR FROM ANY COURSE OF DEALING. SUBJECT ALWAYS TO SECTION 3, BUYER IS AT ALL TIMES RESPONSIBLE FOR ENSURING GOODS ARE FIT FOR BUYER’S INTENDED PURPOSE, AND SELLER EXPRESSLY DISCLAIMS RESPONSIBILITY FOR ANY SUSTAINABILITY CLAIMS BY BUYER IN RELATION TO THE GOODS.**

7. Buyer will indemnify, defend and hold harmless (i) Seller, (ii) Seller's parents, affiliates and subsidiaries and (iii) all respective officers, directors, employees and agents of (i) and (ii) (collectively "Seller Indemnitees") from and against any and all third party claims, liability or expense, including, without limitation, all court costs and attorneys' fees incident thereto, ("Third Party Claims") for (i) personal injury or death of any person (including, without limitation, Buyer's employees); or (ii) damage to real or personal property that arises out of, are connected with, or relate in any way to Goods (including, without limitation, receipt, possession, use, handling, storage, processing, disposal, resale and/or retransfer of Goods) after delivery of Goods to Buyer. Such indemnification and obligation to defend shall apply without regard to the cause or causes thereof, including, without limitation, strict liability or the negligence (whether concurrent, active or passive) of a Seller Indemnitee, provided that Buyer shall have no such obligations in the event the Third Party Claim results from the sole negligence or willful misconduct of a Seller Indemnitee. SUBJECT ALWAYS TO SECTION 3, SELLER'S TOTAL LIABILITY ARISING FROM THIS CONTRACT FOR ANY CLAIMS OF ANY NATURE, WHETHER BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, GROSS NEGLIGENCE BUT EXCLUDING WILLFUL MISCONDUCT), INDEMNITY, CONTRIBUTION, STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE PURCHASE PRICE OF THE PORTION OF GOODS RELATED TO THE CLAIM. THIS CONSTITUTES SELLER'S MAXIMUM LIABILITY, EVEN IF GOODS HAVE BEEN MIXED WITH OTHER MATERIALS OR USED IN SPECIALIZED EQUIPMENT OR APPLICATION. IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR ANY LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, CONTINGENT, EXEMPLARY OR PUNITIVE DAMAGES.
8. Neither party will be in breach of its obligations hereunder to the extent that performance is prevented or delayed as a result of any act or event beyond the reasonable control of a party concerned (each a "FM event"), the effects of which cannot be overcome or prevented by the exercise of reasonable diligence. The following events, without limitation, shall be deemed a FM event: (i) labor disturbance and strikes, whether or not involving the employees of the party concerned or otherwise, and whether or not the disturbance could be settled by acceding to the demands of a labor group; (ii) compliance with a request or order of a person acting or purporting to act on behalf of any government or governmental department or agency; (iii) damage to, accidents affecting, or maintenance to plants, machinery or equipment; (iv) acts of God (such as hurricane, flood, lightning, extreme temperature events, or other acts of nature); (v) terrorist- or cyber-attack; (vi) epidemics or pandemics; and (vii) war. The following events, without limitation, shall also constitute a FM event: shortage in raw material, transportation, storage, power, manufacturing capacity, etc., or Goods themselves, in each case from a party's then-contemplated source of supply, to the extent such event is beyond the reasonable control of the party concerned and the effects of which cannot be overcome or prevented by the exercise of reasonable diligence. Performance will be excused as provided above even though the occurrence of the FM event in question may have been foreseen or foreseeable at the time of contracting or may subsequently become foreseeable. Whenever Seller's performance is affected by such a FM event, Seller may reduce deliveries in a manner that fairly apportions the consequences of the FM event among Seller's customers (including affiliates and internal needs). Seller will not be required to acquire via purchase or exchange Goods from any parties in order to comply with this Section but may do so in its sole discretion; and in the event Seller elects to acquire Goods or feedstock to manufacture Goods for use internally or by its affiliates, then Seller will not be obligated to apportion or otherwise make available to Buyer such acquired or manufactured Goods. For the avoidance of doubt, under no circumstances will Seller be required to source Goods for delivery hereunder except from its customary and contemplated source(s) of supply, and only on terms it deems reasonable, in its sole discretion. The party claiming relief under this Section 7 shall, where reasonably practicable, notify the other party in writing of the relevant FM event and the obligations affected. The claiming party shall provide such further particulars as are reasonably available at the time and reasonably practicable in the circumstances. Any failure or delay in giving such notice or particulars shall not prejudice, invalidate or waive the claiming party's right to rely on this Section 7. If a FM event continues for a period exceeding ninety (90) consecutive days, either party may terminate the affected obligations under this Contract upon thirty (30) days' prior written notice to the other party without liability, save for payment obligations that have already fallen due.
9. Notwithstanding anything contained in this Contract to the contrary, whenever (in the sole but reasonable judgment of Seller) (i) Seller's performance is made substantially more expensive by a FM event or (ii) Seller is unable to acquire from its then contemplated source of supply, on terms it deems reasonable, any material or service necessary for the manufacture or delivery of Goods, or Goods themselves, Seller may (aa) reduce or stop deliveries of Goods and/or (bb) continue deliveries and immediately increase prices and/or delivery charges in a manner that fairly apportions the increased cost of operating under such circumstances among all affected customers (including affiliates). If Seller increases the price of Goods under this Section, Buyer needs not purchase Goods at the increased price. Seller is not obligated to make up deliveries omitted or curtailed pursuant to this Section. If any law, regulation, or other governmental action requires Seller to reduce any price in effect under this Contract or prevents Seller from increasing any price to the extent it wishes pursuant to its rights under this Contract, Seller may cancel the affected quantities of Goods from this Contract. In no event shall Seller be obligated to make up deliveries omitted or curtailed pursuant to the provisions of Sections 8 or 9. Nothing in Sections 8 or 9 will excuse Buyer from its obligations to make payments when due.
10. This Contract is governed as to all matters whatsoever, whether of validity, interpretation, obligation, or otherwise, exclusively by the laws of Australia without regard to any principles regarding conflicts of law. Any dispute, controversy or claim arising out of, relating to or in connection with this Contract, including any question regarding its existence, validity or termination, shall be resolved by arbitration in accordance with the ACICA Arbitration Rules of the Australian Centre for International Commercial Arbitration ("ACICA"). The seat of arbitration shall be Sydney, Australia. The language of the arbitration shall be English. The number of arbitrators shall be one. The arbitration and all matters relating thereto, including the existence of the arbitration, all documents and materials exchanged or

produced in the arbitration, and all awards made, shall be kept strictly confidential and shall not be disclosed to any third party, except as may be required by law, by a regulatory authority, or for the purpose of enforcing an award. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

11. Purchase orders received from Buyer shall not be binding on Seller until acceptance is sent by Seller to Buyer. Seller's acceptance of Buyer's order is expressly made conditional on Buyer's assent to the terms and conditions set forth herein, notwithstanding the provisions contained in any purchase order, acknowledgment, acceptance or other document of Buyer, and each delivery of Goods is deemed to be only on the terms and conditions contained in this Contract. The terms and conditions contained in this Contract constitute the entire agreement regarding the sale and purchase of Goods and may not be amended or otherwise altered, except by written instrument signed by the parties. In the event the terms in this Contract conflict with any competitive writing, the terms of this Contract govern. Notwithstanding any terms and conditions that may be contained in any purchase order, acknowledgment, acceptance or other form of Buyer, and notwithstanding Seller's manufacture and delivery of Goods, each delivery of Goods is deemed to be only on the terms and conditions contained in this Contract except as they may be amended or otherwise altered in accordance with the preceding sentence. Buyer may not assign this Contract in whole or in part without Seller's prior written consent. Seller may assign this Contract to an affiliate or to a transferee of substantially all of Seller's assets related to this Contract without Buyer consent. A valid assignment under this Section shall become effective at the date of the written approval of the non-assigning party (when required; when not required, assignment shall take effect per Seller's notice of assignment) and will discharge and release the assigning party, from its rights and obligations, respectively, under this Contract to the benefit or charge of the assignee, except that the Seller will be entitled to limit the release of Buyer to obligations that would come in existence after the effective date of the assignment.
12. Notwithstanding any of the other indemnities or releases contained in this Contract, Buyer will indemnify, defend and hold Seller Indemnitees harmless from and against any and all claims, demands, costs and expenses (including, without limitation, court costs, litigation expenses and attorneys' fees) for infringement of any patent, copyright or trademarks as a result of Buyer's, its subcontractors' or agents' use of any patented Goods or copyrighted processes, compositions, machines or articles of manufacture; provided, that any indemnified party has the right to be represented by its own counsel and to participate in the defense of any action relating to the infringement in which the indemnified party may be a defendant.
13. Buyer acknowledges that it is familiar with proper procedures for the safe handling and use of Goods, and that there may be hazards associated with the use of Goods and the containers in which the Goods may be handled, shipped, or stored, and that it will take all steps necessary to warn and/or inform its employees, contractors, agents and customers of the procedures and hazards in accordance with customary industry safety standards. BUYER AGREES TO INDEMNIFY SELLER FROM ANY CLAIM OR LIABILITY WHATSOEVER TO THE EXTENT STEMMING FROM, OR RELATED TO, BUYER'S FAILURE TO WARN OR EMPLOY PROPER PROCEDURES, OR OTHERWISE TO COMPLY WITH THIS SECTION.
14. SUBJECT ALWAYS TO SECTION 3, ANY TECHNICAL ADVICE, ASSISTANCE, OR TESTING FURNISHED BY SELLER OR SELLER'S AGENT TO BUYER WITH RESPECT TO THE SELECTION OR USE OF GOODS DELIVERED TO BUYER HEREUNDER WILL BE GIVEN AND ACCEPTED AT BUYER'S SOLE RISK WITHOUT ANY WARRANTY, AND NEITHER SELLER NOR (IF APPLICABLE) SELLER'S AGENT WILL HAVE ANY LIABILITY WHATSOEVER FOR THE USE OF, OR RESULTS OBTAINED FROM, SUCH ADVICE, ASSISTANCE, OR TESTING.
15. BUYER SHALL COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS APPLICABLE TO ITS PERFORMANCE UNDER THIS CONTRACT, INCLUDING, WITHOUT LIMITATION, THE EXPORT CONTROL AND ECONOMIC SANCTIONS LAWS OF THE UNITED NATIONS, EUROPEAN UNION AND THE UNITED STATES, AND BUYER WILL NOT EXPORT, RE-EXPORT OR OTHERWISE TRANSFER GOODS, OR ANY TECHNICAL INFORMATION DISCLOSED TO BUYER CONCERNING GOODS, IN VIOLATION OF THESE LAWS. BUYER SHALL INDEMNIFY SELLER AGAINST ANY LIABILITY BY REASON OF BUYER'S FAILURE TO SO COMPLY.
16. Should any provision of the Contract be or become illegal or unenforceable, such provision will be considered separate and severable and the remaining provisions will remain in force and be binding upon parties as though such provision had never been included. The failure of Seller to enforce any provision of this Contract shall not be construed to be a waiver of such provision.
17. If Buyer is located in the European Union ("EU"), in the EEA or in the United Kingdom or Switzerland, or another relevant country, or Goods are placed on the market in any of these jurisdictions, then Buyer acknowledges Goods must comply with relevant EU law, including Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH") and Regulation (EC) No 1272/2008 concerning the classification, labelling and packaging of substances and mixtures ("CLP"). Buyer shall take all action necessary to ensure Goods imported in the European Union ("EU"), in the EEA or in the United Kingdom or Switzerland, or another relevant country, or placed on the market in any of these jurisdictions comply with relevant EU/national laws and, as necessary, shall register and provide notice for Goods pursuant to Articles 5, 17, 18 and 23 REACH and Article 40 CLP. If Buyer is located outside the European Union ("EU") or Goods are placed in such non-EU country, then Buyer acknowledges that the Goods must comply with relevant applicable laws of the relevant non-EU country and registered with the competent authorities, where necessary.

18. In compliance with applicable data privacy and protection law, including the Privacy Act 1988 (Cth), personal data relating to Buyer's individuals are controlled and processed by Seller in strict compliance with applicable data protection laws. The personal data are processed on the basis of the legitimate business interests of Seller, for the purposes of the management of the contractual relationship, as well as for complying with obligations imposed by laws or regulations. Personal data may be transferred to affiliated companies as further described in Seller's comprehensive privacy notice. In any case, Seller holds appropriate safeguards in line with the applicable data protection laws to ensure that data transferred outside of Australia remains subject to the same security and confidentiality regime as if located within Australia. Seller will only hold the personal data for as long as necessary to perform the contractual relationship. Buyer's individuals may access their personal data, ask for a rectification, and object for legitimate reasons, at any time and for free, to their processing by contacting Seller by post or electronic mail, as further described in the comprehensive privacy notice. Finally, any of Buyer's individuals can lodge a complaint with the relevant data protection authority, if the individual believes that Seller has not acted in line with data privacy legislation. The comprehensive privacy notice is available upon request to the legal department of Seller.

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