

**TRADING TERMS AND CONDITIONS FOR THE SUPPLY OF
MINING GUIDANCE SYSTEM**

1. PARTIES

Applied Mining Technologies Pty Ltd (A.C.N. 084 835 423) of 1 Technology Court, Pullenvale QLD 4069 ("AMT")

The Customer:

2. DEFINITIONS

- 2.1. Any reference to "the Customer" includes any person engaging AMT on behalf of and with the authority of the person or entity that the Order is provided for.
- 2.2. The Order is defined as any request for the supply of the Equipment and Services by the Customer to AMT which has been accepted by AMT.
- 2.3. The Equipment is AMT's mining guidance technology including embedded firmware provided by AMT. Reference to the Equipment herein includes a licence to use the embedded firmware.
- 2.4. The Services includes the commissioning of the Equipment, support and training in the operation of the Equipment and the provision of remote monitoring of the Equipment by the Customer.
- 2.5. A reference to the Equipment and Services hereafter includes the Equipment or the Services unless the context requires otherwise.
- 2.6. Reference to loss and damage includes indirect, reliance, special or consequential loss and/or damage including i) any loss of income profit or business; ii) any loss of good will or reputation; iii) any loss of value of intellectual property.
- 2.7. GST refers to goods and services tax under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 2.8. The terms "security agreement", "security interest", "purchase money security interest", "financing statement" and "financing charge statement" are as defined in the Personal Property Securities Act 2009 (Cth) ("PPSA").

3. GENERAL

- 3.1. These terms and conditions together with AMT's quotation or fee schedule and the Customer's written order document (if any) constitutes the agreement between AMT and the Customer ("the agreement").
- 3.2. Any Order is deemed to incorporate these terms and conditions; which may not be varied unless expressly agreed to by the parties in writing. In the event that an inconsistency exists and/or arises between these terms and the Order it is acknowledged between the parties that these terms and conditions will prevail.
- 3.3. The terms and conditions are binding on the Customer, and the Customer's assignees, executors, trustees and where applicable, any liquidator, receiver or administrator.
- 3.4. In these terms and conditions, the singular shall include the plural, the neuter gender shall include the masculine and feminine and words importing persons shall apply to corporations and vice versa.
- 3.5. Where more than one Customer completes this agreement each shall be liable jointly and severally.
- 3.6. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired and the offending provision shall be deemed as severed from these terms and conditions.
- 3.7. AMT may license or sub-contract all or any part of its rights and obligations without the Customer's consent but AMT acknowledges that it remains at all times liable to the Customer in accordance with the terms herein.
- 3.8. The failure by a party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision.
- 3.9. The Customer acknowledges that AMT may detail these terms and conditions on its website. In this event, the terms and conditions on AMT's website shall apply to any future dealings as between the parties and the Customer is deemed to have notice of any such terms and conditions and/or amendments.

4. QUOTATIONS, ORDERS AND PRICING

- 4.1. Any quotation for the supply of Equipment and Services given by AMT will expire after thirty (30) days.
- 4.2. AMT does not represent that it will provide any Equipment or Services unless included in the quotation or the Order.
- 4.3. A request for Equipment and Services may be placed by the Customer with AMT either verbally or in writing however AMT may require the Customer to provide a written order document prior to providing any Equipment or Services.
- 4.4. As a condition of acceptance of the Customer's request AMT may require the payment of a deposit in respect of AMT's fee for the Equipment and Services. In this event AMT may not be deemed to have accepted the Customer's request for Equipment and Services unless or until such deposit has been paid.
- 4.5. All prices quoted or included in the fee schedule are in Australian Dollars (AUD) unless otherwise noted and, where applicable are subject to taxes including GST and statutory charges current at that time. Should these vary during the term of the agreement the difference will become the responsibility of the Customer and the Customer will be invoiced for the extra charge by AMT.
- 4.6. Subject to the above clause (clause 4.5) the Customer will be charged AMT's fee for the Equipment and for the Services in accordance with the quotation or fee schedule.
- 4.7. AMT will provide tax invoices to the Customer requesting payment of the applicable fee for the Equipment and the Services in accordance with the quotation or fee schedule and the Customer must make full payment to AMT within thirty (30) days from the date of issue of AMT's invoice ("the due date") unless otherwise agreed between the parties in writing.

5. PROVISION OF THE EQUIPMENT AND SERVICES

- 5.1. AMT reserves its right to:
 - 5.1.1. Decline requests for the supply of any Equipment and Services requested by the Customer;
 - 5.1.2. Cancel or postpone the supply of Equipment and Services at its discretion.

- 5.2. Subject to the Order the provision by AMT of the Equipment will be deemed complete either when the Equipment is delivered to the Customer or when the Equipment has been fully commissioned and successfully tested by AMT.
- 5.3. Unless specified to the contrary in the quotation or the Order, AMT does not warrant that it will be capable of providing the Equipment or any Services on a specific day or at a specific time requested by the Customer.
- 5.4. Subject to otherwise complying with its obligations AMT shall exercise its independent discretion as to its most appropriate and effective manner of supplying the Equipment and Services to the Customer.

6. INTELLECTUAL PROPERTY

- 6.1. All intellectual property rights in the Equipment, and any constituent part thereof and firmware embedded into the Equipment and any other copy right, design right or any other moral right attaching to the Equipment is the property of AMT and is retained by AMT at all times.
- 6.2. The Customer is strictly prohibited from copying, duplicating or reproducing the Equipment or any constituent part thereof including AMT's firmware embedded into the Equipment.
- 6.3. By virtue of the agreement the Customer acquires and is granted by AMT the non-exclusive license to use the Equipment and firmware.
- 6.4. The license granted by AMT for the use of the Equipment is not transferable. Any assignment or proposed assignment of the License to or in the Equipment is subject to the consent in writing of AMT; which will not be unreasonably withheld.
- 6.5. The parties acknowledge that the obligations contained in this clause are essential terms of the agreement.
- 6.6. Any data generated and collected by the Customer from the use of the Equipment is the intellectual property of the Customer. AMT takes no responsibility for the security and storage of the Customer's data and will not be held liable for any loss or damage suffered by the Customer in connection with the loss, misappropriation, use or misuse of the same.

7. DEFAULT

- 7.1. In this clause the "default date" is the day after the due date and the "outstanding balance" is the unpaid part of AMT's invoice(s) to the Customer less any payments made by the Customer prior to the default date.
- 7.2. If AMT does not receive the outstanding balance by the default date the Customer will be liable for:
 - 7.2.1. Interest on the outstanding balance from the default date at the rate of twelve per centum (12%) per annum calculated on a daily basis;
 - 7.2.2. Any charges reasonably made or claimed by AMT's lawyer for legal costs on the indemnity basis.

8. RISK AND LIABILITY

- 8.1. The Customer will ensure that there is sufficient and accurate information to enable AMT to execute the Order, including any special requirements or specifications pertaining to the Equipment.
- 8.2. AMT takes no responsibility and will not be liable for any loss and damage or costs as a result of the Equipment and/or Services being faulty or not fit for purpose due to insufficient or inaccurate information provided by the Customer.
- 8.3. The Customer accepts all risk in relation to the Equipment when the provision of the Equipment is deemed complete.
- 8.4. AMT takes no responsibility for representations made in relation to the Equipment and Services by any third party.
- 8.5. The Customer acknowledges that AMT shall not be liable for and the Customer releases AMT from any loss and damage incurred as a result of delay, or failure to supply the Equipment and Services or to observe any of these terms and conditions due to an event of force majeure, being any cause or circumstance beyond AMT's reasonable control.
- 8.6. Subject to AMT's warranty, AMT's liability for any loss and damage associated with, arising from or in connection with the supply of the Equipment and Services may not exceed the fee for the Order, including but not limited to personal injury and damage to property.

9. WARRANTY

- 9.1. AMT warrants that the Customer's rights and remedies in the agreement arising from a warranty against defects are in addition to other rights and remedies under any applicable law in relation to the goods and services to which the warranty relates.
Warranty for Equipment and Services
- 9.2. AMT warrants that the Equipment, if used in accordance with AMT's manuals and instructions, will remain fit for purpose and free from major defect for a period of 6 months from the date the Equipment is provided by AMT.
- 9.3. AMT warrants that the Services will be carried out with due skill, care and attention and will remain free from defect for a period of 3 months from completion of the Services.
- 9.4. Provided that the Customer reports any defect in any Equipment or Services to AMT before expiry of the applicable warranty period then AMT will rectify the defect by repairing or replacing the Equipment or by performing the Services again at its cost and within a reasonable period of time.
- 9.5. In respect of all claims under warranty, AMT reserves its right to inspect Equipment and Services alleged to be defective.
- 9.6. AMT shall not be liable to compensate the Customer for any reasonable delay in rectifying Equipment and Services found to be defective or in assessing the Customer's warranty claim.
- 9.7. The Customer warrants that it will use its best endeavours to assist AMT with identifying the nature of the any defect alleged.
Claims made under Warranty
- 9.8. Claims for warranty should be made in one of the following ways:
 - 9.8.1. The Customer must send the claim in writing to AMT's post office box PO Box 7059, Mount Crosby QLD 4306;
 - 9.8.2. The Customer must email the claim to AMT's email address admin@appliedminingtech.com; or
 - 9.8.3. The Customer must contact AMT on (07) 3201 2663.
- 9.9. **AGREED USE**
- 10.1. The Customer will forfeit any rights it may otherwise have against AMT in the event that:
 - 10.1.1. The Equipment is applied for any use for which the Equipment is not intended or not otherwise used in any manner contrary to AMT's manual or instructions;

- 10.1.2. Any alteration or repair to the Equipment is carried out other than by AMT or an authorised representative of AMT.

11. TERMINATION AND CANCELLATION

Cancellation by AMT

- 11.1. Without prejudice to AMT's other remedies at law, AMT shall be entitled to cancel all or any part of any Order of the Customer which remains unfulfilled and all amounts owing to AMT shall, whether or not due for payment, become immediately payable in the event that:
 - 11.1.1. Any money payable to AMT becomes overdue for payment; or
 - 11.1.2. The Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - 11.1.3. A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

Cancellation by the Customer

- 11.2. In the event that the Customer cancels the Order then the Customer shall be liable for any loss and damage suffered by AMT; but not exceeding the fee for the Equipment and Services.
- 11.3. AMT may retain any deposit paid by the Customer and offset such sum in satisfaction or partial satisfaction of any loss and damage suffered by AMT as a result of the Customer's cancellation of the Order.

12. RETENTION OF TITLE

- 12.1. Legal and equitable title in the Equipment shall remain with AMT pending full payment of the fee for the Equipment to AMT; and the Customer warrants that it:
 - 12.1.1. Holds the Equipment as Bailee for AMT and shall return the Equipment to AMT if so requested;
 - 12.1.2. Is responsible for the Equipment and is liable to compensate AMT for all loss or damage sustained to the Equipment whilst it is in the Customer's possession;
 - 12.1.3. Will maintain insurance in respect of the full replacement value of the Equipment;
 - 12.1.4. Will not allow any person to have or acquire security interest in the Equipment whilst the Equipment is in the Customer's possession;
- 12.2. The Customer may use the Equipment in the ordinary course of its business.
- 12.3. Notwithstanding the provisions above, AMT shall be entitled to issue legal proceedings to recover the Price of the Goods.

13. SECURITY

- 13.1. This agreement is a security agreement for the purposes of the PPSA, and has the effect of creating a security interest in favour of AMT over the Equipment supplied to the Customer to secure payment of the fee for the supply of the Equipment.
- 13.2. The security interest that AMT acquires is a purchase money security interest ("PMSI") over the Equipment and the security interest will continue to apply as an interest in the Equipment for the purposes of PPSA with priority over registered or unregistered security interest.
- 13.3. AMT may register the PMSI on the Personal Property Securities Register ("PPSR") without providing further notice to the Customer.
- 13.4. AMT is not required to disclose information pertaining to AMT's security interest to a third party unless required to do pursuant to PPSA or under the general law.
- 13.5. The Customer agrees and undertakes:
 - 13.5.1. To sign any documents and/or provide further information reasonably required by AMT to register a financing statement or a financing change statement on the PPSR;
 - 13.5.2. To indemnify AMT for all expenses and/or costs incurred by AMT in registering a financing statement or financing change statement on PPSR including the costs of amending, maintaining, releasing and enforcing any security interests in the Equipment;
 - 13.5.3. Not to register and/or make a demand to alter a financing statement in the Equipment without prior written consent of AMT;
 - 13.5.4. To provide AMT with seven (7) days written notice of any change or proposed change to the Customer's business name, address, contact details or other changes in the Customer's details registered on the PPSR;
 - 13.5.5. To waive any rights of enforcement under section 115 of the PPSA;
 - 13.5.6. To waive any rights to receive verification statement in respect of any financial statement or financing change statement under section 157 of the PPSA.

14. ENTIRE AGREEMENT

- 14.1. The agreement as defined herein constitutes the whole agreement between the Customer and AMT.
- 14.2. The agreement is deemed to be made in the Australian State of Queensland and all disputes hereunder shall be determined by the appropriate courts of Queensland.
- 14.3. All prior discussions and negotiations are merged within this document and AMT expressly waives all prior representations made by it or on its behalf that are in conflict with any clauses in this document in any way.
- 14.4. Nothing in these terms and conditions is intended to have the effect of contravening any applicable provisions of the Competition and Consumer Act 2010 (Cth) or the Fair Trading Acts in each of the States and Territories of Australia.

I/We understand and agree to be bound by the Terms and Conditions set out herein.

NAME:

SIGNATURE:

DATE:/...../20.....