



# PURCHASE ORDER TERMS AND CONDITIONS

REDPATH USA CORPORATION



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## 1.0 GENERAL TERMS AND CONDITIONS

### 1.1 Application and Priority

- a) Where a PO is made pursuant to a framework supply agreement between Vendor and Redpath (collectively, the “Parties” or singularly, a “Party”) for the supply of goods, equipment, products, or commodities (the “Goods”), and or services (the “Services”), the PO Terms shall govern with respect to the supply of the Goods or Services described on the PO. In the event of an irreconcilable conflict with the terms and conditions of the framework supply agreement and these PO Terms, the framework supply agreement shall govern.
- b) In the event of a conflict between the PO Terms and any agreements or amendments entered into by the Parties related to the PO after the effective date of the PO (the “Supplemental Conditions”), the Supplemental Conditions shall govern.
- c) The PO, the PO Terms, and any Supplemental Conditions constitute the entire and exclusive agreement and understanding between the Parties with respect to the subject matter contained in the PO, and Redpath shall not be bound by any other terms, including, without limitation, any terms that may be contained in any acknowledgement, contract, bid, proposals, invoice form, Vendor’s website or correspondence.

### 1.2 Code of Conduct

All Vendors supplying any Goods or Services to Redpath are required to adhere to the Code of Conduct and the Redpath Partners Code of Conduct (collectively, the “Codes of Conduct”), which are located at the following web-sites respectively

[https://www.redpathmining.com/uploads/2025-content/supplier-portal-rusac/Redpath%20Partners%20Code%20of%20Conduct\\_ENG\\_AC.pdf](https://www.redpathmining.com/uploads/2025-content/supplier-portal-rusac/Redpath%20Partners%20Code%20of%20Conduct_ENG_AC.pdf)

and

<https://www.redpathmining.com/en/profile/compliance/code-of-conduct>

Vendor acknowledges and agrees that the Codes of Conduct are material terms required to be complied with in order to conduct business with Redpath. By accepting this PO, the Vendor acknowledges that it has reviewed the Codes of Conduct as currently available at the above-referenced links and as may be modified from time to time, and confirms that the Vendor’s current practices are, at the very minimum, aligned with the Codes of Conduct. Should it be revealed under any review or audit of the Vendor’s current practices that such practices do not adhere to at least the minimum standards set out in the Codes of Conduct, Redpath may, with no other obligation to the Vendor and without liability for any damages or costs Vendor may incur as a result thereof, immediately terminate the PO and any other existing agreement with the Vendor. In the event of such a finding, the Vendor shall be liable for any and all damages, claims, demands, and/or other consequences of such termination and/or violation of the Codes of Conduct. Vendor agrees to indemnify and hold harmless Redpath and its affiliates, directors, officers, employees, agents, assigns, and subsidiaries (collectively, the “Redpath Parties”) for any actual or alleged damages, costs, or expenses (including, without limitation, attorneys’ fees and costs) that relate to or result from Vendor’s violation(s) of the Codes of Conduct.

### **1.3 Acceptance**

Upon receipt of the PO, the Vendor or its duly authorized agent shall review and accept the PO in the Oracle Vendor Portal ("Oracle"), and such action shall constitute the Vendor's acceptance of the PO Terms. To the extent the Vendor provides any Goods and/or Services to Redpath prior to accepting the PO via Oracle, Vendor agrees that the provision of those Goods and/or Services constitutes acceptance of the PO and PO Terms. Redpath will not be deemed to have accepted any terms or conditions proposed or referred to by the Vendor, by Redpath taking delivery of or accepting any of the Goods or the Services

### **1.4 Modifications and/or Revisions**

The PO Terms shall constitute the entire agreement between the Vendor and Redpath with respect to the Goods and/or Services. No revision or modification of the PO Terms including, without limitation, price increases or substitutions, shall be binding on Redpath unless such revision or modification is expressly accepted in writing by Redpath.

### **1.5 Assignment and Subcontracting**

The Vendor shall not be entitled to assign or subcontract all or any part of the work contemplated by the PO without the prior written consent of Redpath, which consent may be withheld in Redpath's sole discretion. If assignment or subcontracting is permitted by Redpath, any approved assignee or subcontractor shall adhere and be bound by the same PO Terms. The Vendor shall be fully liable for all acts, errors, omissions, and defaults of any assignee or subcontractor and its employees and such acts and omissions shall be deemed to be acts and omissions of the Vendor. Redpath shall be entitled to assign the PO on providing notice thereof in writing to the Vendor.

### **1.6 Representation and Warranties**

The Vendor represents and warrants to Redpath that all Goods and/or Services delivered by the Vendor to Redpath at the Delivery Point as defined on the PO shall:

- a) be free and clear of any and all liens, charges or encumbrances;
- b) not infringe the intellectual property rights of any person and that Vendor owns all rights, title, and interest in the Goods and Services and has the legal authority to sell, license, or otherwise transfer the right to use or sell such items to Redpath;
- c) comply with all applicable federal, state and local laws, ordinances, permits, licenses, registrations, rules and regulations including, without limitation, those related to transportation of dangerous goods, occupational health and safety, environmental protection, labor, industrial relations, disability, medical leave, privacy, anti-corruption, and professional licensing requirements;
- d) conform to the requirements and specifications in the PO;
- e) comply with nationally or internationally recognized standards and codes;
- f) be fit and sufficient for their intended use and purpose, if such purpose is communicated to the Vendor by Redpath and if no such purpose is communicated, for their usual purpose; and
- g) be of merchantable quality, of good and new material and workmanship and free from defects (including latent defects) of design, material, quality and title.

The Vendor warrants to Redpath that all Services provided shall:

- a) be performed in a first class, skillful, diligent and professional manner in accordance with the best industry practices for similar services and fit sufficient for the intended purposes; and
- b) Ensure that its personnel are appropriately qualified, trained, and experienced to perform the Services and shall do so in accordance with applicable industry standards.

The warranties set out by the Vendor above shall apply to the Goods and/ or Services for a period that is the lesser of (a) twenty four (24) months from the delivery date set forth in the PO, and (b) twelve (12) months from the date that, in the case of Goods, are used or put into operation by Redpath and in the case of Services, the Services are completed.

Vendor must provide Material Safety Data Sheets for Goods as required by law. All provisions and remedies of the Uniform Commercial Code relating to both implied and express warranties are herewith referred to and made part of this PO.

If the Vendor fails to replace, repair or correct any defect in the Goods or Services within fourteen (14) days following written notice from Redpath to the Vendor or within such other time period agreed to in writing by the parties, Redpath reserves the right to make the necessary repairs or corrections, replace the Goods or rectify any deficient Services, at the sole expense of the Vendor. Vendor shall reimburse Redpath for the costs of such repair or corrections within seven (7) days following written demand from Redpath. The Vendor shall remedy, at its own expense, without delay and in a manner satisfactory to Redpath, any other damage caused as a result of such defective Goods or Services.

### **1.7 Survival and Representations**

All representations, warranties, indemnities and guarantees of Vendor hereunder shall survive the delivery of the Goods and Services to Redpath, the inspection and acceptance of the Goods and Services by Redpath, and the payment of the purchase price thereof by Redpath.

### **1.8 Transfer of Title and Risk**

Title and the risk of loss or damage to the Goods shall pass to Redpath upon the delivery of the Goods to the Delivery Point as defined on the PO, provided that where progress or instalment payments are made prior to Delivery, Redpath shall have title to the work in progress and to the materials incorporated therein but risk of loss or damage shall remain with the Vendor until delivery is affected.

### **1.9 Transfer of Title and Risk**

- a) Redpath shall pay the Vendor the price(s) as identified on the PO or as attached to the PO as an exhibit (the "Price"). Vendor warrants that the Price is inclusive of all costs, taxes, tariffs, and interest incurred by the Vendor in the manufacturing and supply of the Goods and or Services, including without limitation all charges for handling, packing, storage, transportation and drayage of the Goods, or labor, materials, equipment, or consumables required to perform the Services and may not be increased due to surcharges, tariffs, or escalation or otherwise, except with Redpath's express written consent, which may be withheld in Redpath's sole discretion. Unless otherwise agreed, upon or following delivery, the Vendor shall furnish Redpath with a proper and detailed invoice for the Goods and/ or Services delivered including all prescribed information necessary to allow Redpath to recover for any taxes charged on the Goods and/or Services from the appropriate governmental authority. With each request for payment, Vendor shall provide Redpath with an executed conditional release and waiver of all lien rights. Redpath shall, subject

to its rights to withhold or set off any amount owed to it by the Vendor, pay the amount owing to the Vendor within the period stipulated on the cover of the Purchase Order following receipt of a proper invoice. Within five (5) days of payment, Vendor shall provide Redpath with an executed unconditional release and waiver of all lien rights. Except where required by law, in no event shall Redpath be liable to Vendor for interest or other late payment charges.

- b) If Redpath disputes any portion of an invoice, Redpath may withhold the disputed amount without penalty and will notify the Vendor of the dispute, providing sufficient details. The undisputed portion of the invoice shall remain payable under the terms of the PO.
- c) Vendor shall be solely responsible for collecting and remitting any taxes or tariffs and shall indemnify Redpath and hold Redpath harmless from any failure by the Vendor to timely and properly collect and remit any taxes or tariffs. Where Redpath provides the Vendor with a valid purchase exemption certificate or tax registration number in respect of any applicable taxes, the Vendor agrees not to collect the taxes.

### **1.10 Invoices**

The Vendor shall submit all invoices electronically using Oracle. Paper, fax, e-mail invoices and statements will not be accepted.

### **1.11 Delivery**

Time is of the essence with respect to delivery of the Goods and Services listed in the PO. Vendor must immediately advise Redpath if any Good or Service cannot be shipped as ordered by the stated date. Shipments or performance not made on the date or dates specified in the PO may be cancelled or rejected by Redpath.

- a) Partial Shipment: At Redpath's option, in the event of shipment of less than all Goods or Services ordered, Redpath may either accept shipment and pay only for the Goods or Services received, pro rata based on the unit price of the item ordered, or reject the entire shipment.
- b) Late Shipment: Redpath reserves the right to cancel the PO or any portion thereof if shipment is not made when and as specified and charge Vendor for any loss sustained as a result of such cancellation, including, but not limited to, shipping charges. Further, Redpath may reject the late delivery without cancellation of the PO as to other subsequent required shipments. Each shipment required under the PO is to be considered separately, and Redpath's right to reject a late delivery shall not be affected by acceptance of other late deliveries by Vendor. All such cancelled shipments shall be returned to Vendor at Vendor's expense. Acceptance by Redpath of a late delivery of either the whole or part of the Goods or Services under the PO shall not constitute a waiver of Redpath's claim for any damages resulting from the late delivery.
- c) Early Shipment: Products shipped prior to the date specified, at Redpath's option, may be subject to anticipation and warehouse charges, payable by Vendor, or may be returned to Vendor, at Vendor's expense, to be held until proper shipping date.

### **1.12 Waiver**

If Redpath provides Vendor with an opportunity to cure its performance, such shall not be construed as a waiver of any or all of the PO Terms or any other rights or remedies of Redpath provided by law or equity. Any delay, lack of enforcement, or waiver by Redpath of any default or other breach of this Purchase Order shall not constitute a waiver of any subsequent default or other breach, and such shall not preclude Redpath from enforcing any and all of the PO Terms.

### **1.13 No Requirement of Purchase or Exclusivity**

Redpath and Vendor agree that notwithstanding any other term or provision of these PO Terms, Redpath is not required to purchase any Good or Service hereunder and Redpath retains all power and rights to pursue purchase of any Good or Service from any source of supply at any time in its sole and absolute discretion.

### **1.14 Termination**

In addition to and without limiting Redpath's termination rights related to Vendor's failure to comply with the Codes of Conduct, Redpath may, in its sole discretion, terminate this Agreement with or without cause at any time by giving ten (10) days' prior written notice of termination to the Vendor. In the event of a termination without cause, Redpath shall compensate the Vendor for all Services performed or Goods delivered up to the effective termination date, provided such Services and Goods comply with the terms of this PO. In the event of a termination with cause, Redpath shall compensate the Vendor for all Services performed or Goods delivered up to the effective termination date, less any amounts Redpath deems necessary to remedy or address any defective Goods or Services provided by Vendor and/or any costs incurred by Redpath related to the termination. In either the case of a termination with or without cause, Vendor is not entitled to recover any other amounts other than those stated above, including (without limitation) any amounts for overhead, profit, or consequential damages.

### **1.15 Suspension of Delivery or Performance**

Redpath may require the Vendor to suspend delivery of Goods or performance of Services if any cause beyond Redpath's control should interfere with Redpath receiving, storing, using, requiring or acquiring the Goods and/or Services required by the PO. The delivery and/or performance shall be resumed by the Vendor within a reasonable time after Redpath advises the Vendor to proceed. Unless otherwise agreed to by the Parties or required by law, Vendor shall not be entitled to recover any amounts in the event of a suspension, including (without limitation) any amounts for storage or shipping.

### **1.16 Force Majeure**

The following shall qualify as a "Force Majeure Event": (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) action by any governmental authority (but specifically excluding tariffs or embargoes); (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) epidemic or pandemic and (i) other similar events beyond the reasonable control of a Party. If, as a result of any Force Majeure Event, which the Party could not have avoided by the exercise of reasonable diligence and at reasonable cost, such Party is prevented from carrying out any of its obligations hereunder, the obligations of such Party shall be suspended insofar and for as long as they are affected by the Force Majeure Event. The party claiming the Force Majeure Event shall immediately notify the other party of the Force Majeure Event and shall, if it is reasonably able to do so, promptly and diligently remedy the cause and effect of such Force Majeure Event. If a Force Majeure Event persists for a period of more than thirty (30) days, or if two (2) or more Force Majeure Events persist in the aggregate for more than sixty (60) days, then Redpath shall have the right to terminate this PO, in which case it shall be treated as a termination without cause.

### **1.17 Inspection**

All Goods and Services shall be subject to inspection and approval by Redpath and/or its representatives after delivery. Redpath reserves the right to reject any Goods or Services that it deems non-conforming, defective, stale, unsafe, unfit or in any other way unsuitable for its purposes. Goods not conforming to the PO shall be held at Vendor's risk and returned to Vendor, freight collect, and Vendor shall be liable for transportation and handling costs. Redpath reserves the right to require replacement of rejected Goods or Services as well as payment of damages, at Vendor's expense. Rejected products or services in quantities in excess of the required order will be returned at Vendor's expense. Any inspection made by Redpath during or after performance by the Vendor does not constitute acceptance of the goods or of any obligation of the Vendor.

### **1.18 Patents, Trademarks, and Other Proprietary Rights**

The Vendor, in accepting this PO, agrees to defend, indemnify, and hold harmless at its own expense, but in consultation with Redpath, any suit or proceeding arising from claims of infringement of patent or other proprietary rights in connection with Redpath's use of the whole or any part of the Goods or Services covered by this PO (an "Infringement Claim"). The Vendor also agrees to pay all damages or awards assessed in relation to such Infringement Claim, and in case Redpath is not permitted to continue use of the Goods or Services as a result of an Infringement Claim. The Vendor will disclose to Redpath and will transfer to Redpath all rights to the manufacturing process and techniques which are or have been developed by the Vendor or by the Vendor and Redpath and which relate to confidential information disclosed by Redpath as a result of the performance relating to this PO.

### **1.19 Confidential Treatment of Technical Information**

All materials, documents, drawings, specifications and other information obtained by the Vendor (the "Confidential Information"), directly or indirectly, from Redpath in connection with this PO are the property of Redpath and shall be used solely for the purposes of fulfilling obligations under this PO. The Vendor shall implement safeguards to prevent unauthorized access or disclosure of the Confidential Information and promptly notify Redpath in the event of any unauthorized access or disclosure of the Confidential Information, which shall be immediately returned to Redpath upon request. Vendor shall not advertise nor issue any information, publication or article for publication or media release or other publicity relating to this PO, the supply of the Goods, Services, or Redpath's business and activities without the prior written approval of Redpath, which approval may be withheld in Redpath's sole discretion.

### **1.20 Assignment of Created Intellectual Property Rights**

- a) The Vendor agrees to assign to Redpath, for the full duration of the PO and for use in any jurisdiction throughout the world, all of the Vendor's rights, title and interest in Intellectual Property made by or on behalf of the Vendor during, in connection with or arising out of the performance of its obligations under this PO (the "Created Intellectual Property"), and to cause any other person, including any party affiliated with the Vendor involved in the development or creation of any Created Intellectual Property, to assign to Redpath, for the full duration of the PO and for use in any jurisdiction throughout the world, all of such person's rights, title and interest in such Created Intellectual Property.
- b) On Redpath's request, the Vendor agrees to take all actions and sign all documents necessary to assign the aforementioned rights, title and interest to Redpath and take all steps necessary to record such assignment at any office responsible for the registration of the Created Intellectual Property rights. If the rights, title and interest of any of the Created Intellectual Property are not

capable of being assigned to Redpath, the Vendor will take all actions and sign all documents necessary to ensure that Redpath is granted an irrevocable and unlimited royalty-free license to use the Created Intellectual Property for the full duration of the PO and throughout the world.

- c) In the event Redpath assigns the PO, Redpath grants the Vendor a non-exclusive license to use the Created Intellectual Property only for the performance of its obligations pursuant to this PO. The Vendor will obtain and provide unconditional and irrevocable assignments or waivers, where applicable, of all moral rights of all authors of any copyright work included in the Created Intellectual Property in favor of Redpath, to the extent permitted by law, whether in the United States or any other jurisdiction across the world.
- d) The Vendor agrees that all Created Intellectual Property of the Redpath Parties, shall remain the exclusive property of the Redpath Parties, as the case may be, and that nothing in this PO or in the delivery of the Goods or Services grants to the Vendor or any parties affiliated with the Vendor or any other person any right in such Created Intellectual Property, except as expressly stated herein.

### **1.21 Indemnity**

The Vendor agrees to protect, defend, reimburse, indemnify and hold Redpath Parties harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines, penalties, and causes of action of every kind and character made, incurred, sustained, or initiated by any party hereto, any government agency or any other party whomsoever (“Claims”) arising out of, incident to, or in connection with Vendor’s performance of this PO, including Claims related to intellectual property infringement, bodily injury, property damage, or breach of applicable laws, whether those Claims are made by third parties or persons employed or engaged or in connection with the Vendor’s performance under the PO. The Vendor’s afore-described obligation to protect, defend, reimburse, and indemnify Redpath shall apply, without limitation, to any Claims related to property damage arising out of or in connection with Vendor’s performance of this PO. For clarity, Vendor’s obligations hereunder shall only apply to the extent of the Vendor’s negligence and/or actions, and shall not apply to Claims caused by the sole negligence of Redpath. The obligations in this section shall survive the expiration or termination of the PO.

### **1.22 Limitation of Liability**

UNDER NO CIRCUMSTANCES WHATSOEVER WILL REDPATH BE LIABLE TO VENDOR FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSSES RESULTING FROM BUSINESS INTERRUPTION, EVEN IF REDPATH HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

### **1.23 Governing Law and Severability**

Without regard to any conflict of law principles, the PO shall be governed and interpreted in accordance with the laws of the state in which the Goods or Services are being delivered or provided. Any proceedings arising from or in relation to the PO shall be brought in an appropriate state or federal court in the state in which the Goods or Services are being delivered or provided. For the avoidance of doubt, the Vendor agrees that this provision applies regardless of the Vendor's location and the Vendor hereby irrevocably consents to the jurisdiction of the courts of the state in which the Goods or Services are being delivered or provided and Vendor waives any objection to such venue and jurisdiction. The invalidity of any provision of the PO or the PO Terms, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof, which will otherwise remain in full force and effect.

## **1.24 Other Obligations of Supplier**

The Vendor covenants that it will, in carrying out its obligations under this PO: (a) obtain and maintain all licenses, permits and approvals necessary for the manufacturing, supply and delivery of the Goods and Services to Redpath; (b) promptly bring to Redpath's attention any information that is likely to impact adversely on the supply of Goods, and Services including the timing of deliveries; and (c) not, under any circumstances, substitute goods, products, or services of a different specification, design, manufacture, model or manufacturer for the Goods and Services without having first received the express written consent of Redpath, which consent may be withheld in Redpath's sole and absolute discretion.

## **1.25 Unauthorized Use of Name**

The Vendor shall not, without Redpath's prior written approval, make any statement or publish or release to any other person, any photograph, advertisement, testimonial, letter or recommendation, or approval of any other document or written matter which might imply Redpath's approval of the Goods and Services, actions, or performance of the Vendor.

## **1.26 Responsibility for Property**

If the PO permits or requires any property of Redpath to be in the care, custody or control of the Vendor, the Vendor shall be responsible for all loss and damage to the property and shall return it to Redpath in at least as good condition as when it was received by the Vendor. The property shall be deemed to be in the custody of the Vendor from the time it is delivered to the Vendor until it is returned to and accepted by Redpath.

## **1.27 Independent Contractor Status**

The Vendor is an independent contractor and the relationship between Redpath and the Vendor under this PO does not constitute nor may it be construed as constituting a fiduciary relationship, a joint venture, contract of agency, partnership or employment. The Vendor shall not represent or allow itself to be represented as an employee, representative, or agent of Redpath.

## **2.0 PACKING, SHIPPING, AND DELIVERY**

### **2.1 Shipping Documents**

All boxes, cases, crates, drums, packages, reels, pallets, bundles, or other, similar related items for shipping Goods or Services, shall be marked with the PO number. The Vendor shall enclose, with each container or shipping unit, packing slips detailing the contents together with the Vendor's name and the following: (1) the PO number, (2) number of cartons in shipment (as applicable), (3) Vendor's invoice number, and (4) the make model number, serial number, and type of Good or Service (as applicable).

### **2.2 Packing**

No charge will be allowed for tarping, special handling charges, boxing, packing and crating or for cases, packages, drums, reels, pallets and boxes unless so specified on the face of the PO.

### **2.3 Shipping**

The Vendor shall deliver the Goods or Services to the Delivery Point on the delivery date as indicated on the PO. If the PO specifies a method of shipping, carrier or route, no deviations from those items may be

made without Redpath's prior written approval. The Vendor shall be responsible for any additional costs, losses or damages resulting from an unauthorized deviation in method, carrier or route.

## **2.4 Customs Documents**

If the Vendor makes shipment of any of the Goods or Services from outside of the United States, the Vendor must prepare and execute all documents required by the appropriate federal authorities and promptly deliver same to Redpath or Redpath's designated import broker in order to facilitate customs clearance.

## **2.5 Compliance with Laws**

Vendor shall apply for and obtain any and all licenses, permits, approvals, and other authorizations from, and shall make all filings, notifications, and registrations with, all governmental and industry authorities and agencies as are necessary or appropriate in relation to the exercise of its rights and the performance of its obligations under the PO. In its performance of the PO, Vendor represents, warrants and covenants that it shall strictly comply with all applicable laws, rules, codes, regulations, policies, procedures, standards and orders, of whatever kind and nature and of all applicable local, state, and federal governmental and industry bodies, now or hereafter in effect relating to its performance of the PO and the manufacture and supply of the Goods or services in the country of origin and the country of ultimate sale to consumers, including, without limitation: all applicable import, export and re-export control laws of the U.S. or any other applicable jurisdiction; any regulations and any requirements for packaging, labeling, crating and registering the Goods for transportation; and any applicable industry or other voluntary standards. Vendor's compliance with all laws and regulations shall include, without limitation, those related to transportation of dangerous goods, occupational health and safety, environmental protection, labor, industrial relations, disability, medical leave, privacy, anti-corruption, and professional licensing requirements. VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS REDPATH, ITS CUSTOMERS AND AGENTS, FOR ANY LOSS, DAMAGE, EXPENSE OR AWARD (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) INCURRED AS A RESULT OF VENDOR'S NON-COMPLIANCE WITH THIS SECTION. In no event will Vendor employ oppressive child labor or engage in oppressive industrial home work. In the event that Redpath gives permission to subcontract, Vendor represents and warrants that it will not hire any subcontractor that does not comply with this section and shall be responsible for any subcontractor's non-compliance with this section. Redpath reserves the right to reject or return any goods not in compliance with this section and to charge Vendor for any and all costs, expenses and/or losses in connection with such rejection or return.

## **3.0 SERVICES**

### **3.1 Site Work**

When any aspect of the PO involves attendance at or the performance of Services on-site (the "Site"), the following provisions shall apply in addition to the PO Terms:

- a) The Vendor shall engage and pay for sufficiently skilled personnel in the appropriate disciplines to perform those functions necessary to carry out the Services at the Site (the "Vendor Personnel").
- b) Redpath reserves the right to instruct the Vendor, at its own expense, to remove any of the Vendor Personnel the performance of whom is not in accordance with the requirements of these PO Terms in the sole discretion of Redpath.
- c) The Vendor shall comply with all policies, procedures, rules and all safety and security regulations imposed by Redpath. It is the responsibility of the Vendor to ensure that its agents,

employees, subcontractors, and suppliers comply with all such policies, procedures, rules and regulations.

- d) The Vendor will, if requested by Redpath, undertake criminal record checks on any Vendor Personnel involved in performing the Services; and maintain records, including any criminal record checks, for Vendor Personnel involved in performing the Services and, upon the request of Redpath but subject to compliance with applicable laws and regulations, disclose such records to Redpath.
- e) The Vendor shall be responsible for obtaining any and all necessary legal consents to provide the criminal record checks requested by Redpath, and shall retain such consents for inspection by Redpath, at its request. Redpath shall use the information obtained by way of any criminal record check solely for the purposes of determining whether the applicable Vendor Personnel will be permitted to perform and/or continue to perform the Services pursuant to this Agreement, at its sole discretion, and for no other purpose.
- f) Redpath may notify the Vendor when any Vendor Personnel, in the opinion of Redpath, is incompetent, disorderly, has refused to carry out the provisions of the PO, has failed to comply with policies of the Site, or is otherwise unsatisfactory. Upon receipt of such notice, the Vendor shall at its own expense immediately arrange for the removal of such personnel from the Site and performance of the Services, and the Vendor shall not permit such personnel to return to the Site or performance of the Services nor to work for the Vendor at any other Site without the written consent of Redpath. The cost of such removal of any such personnel from the Site will be borne by the Vendor.
- g) The Vendor shall indemnify and hold harmless the Redpath Parties against any liability, damage, loss, cost or expense (including all legal costs and disbursements) which the Redpath Parties may incur or suffer as a result of any act or omission of Vendor Personnel.

### **3.2 Insurance**

#### **General**

- a) If the Vendor is performing Services hereunder, it shall procure and maintain, at its own cost, the insurance policies enumerated in this section. The provisions of this section do not modify or change or abrogate any responsibility of Redpath or the Vendor stated elsewhere in this Agreement. Redpath shall not assume responsibility for the solvency of any insurer or the failure of any insurer to settle any claim. The Vendor shall be responsible for the deductibles under the policies described in this section.
- b) The Vendor shall provide evidence of obtained policies thereof in a form reasonably satisfactory (including, but not limited to, an original signed copy of the policies) to Redpath upon request.
- c) Any policies provided by the Vendor shall, to the extent of the Vendor's indemnification obligations contained in this Agreement, name Redpath and any other entity reasonably required by Redpath as additional insureds (except for workers' compensation insurance and automobile liability), and the Vendor, on behalf of itself and its insurers, shall waive all rights of subrogation and recovery against such additional insureds for any loss or damage covered by such insurances to be maintained hereunder, during the Services and thereafter.
- d) The liability policies of insurance provided by the Vendor shall be endorsed to provide a severability of interests and cross liability clause to the benefit of each additional insured.
- e) Unless otherwise stated, all insurance limits outlined in this section shall apply solely in respect of the Facilities.

## Policies to be Maintained by Vendor

Before any Services are performed under the PO, the Vendor shall, at its sole cost, obtain and maintain in force the following insurance coverages:

- a) **Third Party Liability Insurance.** The Vendor shall provide third party liability insurance on an occurrence basis, for personal injury, bodily injury and property damage liability, including wrongful death that may arise from any operations of the Vendor hereunder, where such operations are conducted by the Vendor or by anyone for whom the Vendor is in law responsible. The limits of such insurance shall be at least \$1,000,000 per occurrence. The certificates of insurance attesting to this coverage shall indicate that all operations of the Vendor contemplated by this section of the PO are covered under the policy. Such policy shall include but not by way of limitation, cross liability and severability of interest clause, a waiver of rights of subrogation against Redpath, incidental medical malpractice, completed operations for a period of one year, hired automobile liability, employer's liability and/or contingent employer's liability, broad form third party property damage and blanket contractual liability. This policy may contain an aggregate limits clause applying to products and completed operations. This insurance shall be maintained continuously from commencement of the Services by the Vendor or by anyone for whom the Vendor is in law responsible until twelve (12) months following the termination of the Vendor's involvement in the Services. Each such policy shall include Redpath as an additional insured with respect to operations and activities of the Vendor or by anyone for whom the Vendor is in law responsible.
- b) **Automobile Liability Insurance.** The Vendor or anyone for whom the Vendor is in law responsible shall, at its own expense, obtain and maintain, or cause to be obtained and maintained, automobile liability insurance, including coverage for accident benefits, with a combined property damage and bodily injury limit of liability of the greater of statutory requirements for automobile liability insurance or \$1,000,000 per accident covering all licensed motor vehicles owned, leased, operated or used by the Vendor in connection with the performance of the Services or the delivery of the Goods. The deductible shall not be greater than \$1,000 per accident.
- c) **All Risks Equipment Insurance.** The Vendor or anyone for whom the Vendor is in law responsible shall provide, maintain and pay for "all risks" contractors equipment insurance covering owned, non-owned and/or leased tools, equipment, supplies, materials and temporary structures required for the provision of Services or the delivery of the Goods, including if applicable boiler and machinery insurance on temporary boilers and pressure vessels. Such insurance shall be in a form acceptable to Redpath and shall not allow subrogation claims by the insurer against the Redpath Parties.
  - (i) The Vendors shall ensure that evidence of coverage is provided by any affiliates, officers, directors, employees, agents and subcontractors of the Vendor (the "Vendor Parties") working at or on the Facilities.
  - (ii) This insurance shall include the following provisions:
    - (A) Policy limit of liability of the greater of \$1,000,000 or the aggregated replacement cost value of all such machinery, equipment and other property; and
    - (B) annual aggregate limits permitted for earthquake coverage and flood coverage, separately; no other policy aggregates permitted.
    - (C) All tools, equipment, supplies materials and temporary structures belonging to the Vendor or anyone for whom the Vendor is in law responsible, or used by the Vendor or anyone for whom the Vendor is in law responsible in the performance of the Services or delivery of the Goods shall be brought to and kept at the Facilities at the

cost and risk of the Vendor or such person for whom the Vendor is in law responsible, and Redpath shall not be liable for loss or damage thereto.

- d) Workers Compensation Insurance.
  - (iii) The Vendor shall, at its own expense, obtain and maintain, or cause to be obtained and maintained, workers compensation insurance to cover employees of the Vendor Parties in accordance with requirements of the place of work or employment. Such policy shall also include employers' liability insurance with a minimum limit of \$1,000,000 for each and every occurrence applicable to workers that are residents of the province of the place of work. Alternatively, the employers' liability coverage may be included as part of the Third Party Liability coverage described in Section 13.2(a) hereof.
  - (iv) Prior to commencement of the Services or delivery of the Goods, the Vendor or anyone for whom the Vendor is in law responsible working at or on the Facilities shall provide a clearance certificate or letter of good standing and confirmation that all required assessments have been paid to date to the Vendor from the applicable workers compensation office.
- e) Other Insurance Coverage. Redpath may elect, at its own expense, to obtain and maintain, or cause to be obtained and maintained, any other type, form or amount of insurance which may be required to protect any property or persons associated with the Services or the delivery of the Goods, with respect to risks or exposures that arise, or may arise, out of the particular nature, design or methods used, or intended to be used, in the execution of the Services or the delivery of the Goods.
- f) The Vendor shall cause its insurance underwriters to issue certificates of insurance (ACCORD form or equivalent) or provide policy copies, as may be requested by Redpath evidencing that the coverages, coverage extensions, policy endorsements and waivers of subrogation required under this section of the PO Terms are maintained in force.
- g) All insurance policies described in this Section of the PO Terms shall provide primary coverage with respect to the scope of Services without right of contribution of any insurance carried by Redpath. Breach of any of the terms or conditions of the policy, or any negligence or willful act or omission or false representation by an insured, shall not invalidate the insurance with respect to Redpath.
- h) The insurance limits of liability required by this section of the PO Terms may be obtained via any combination of primary plus umbrella liability and/or excess liability layers if needed.
- i) Each policy described in this section of the PO Terms shall contain terms and conditions reasonably acceptable to Redpath, shall be issued by insurers rated "A-" or better by A.M. Best or "BBB" or better by S&P or otherwise acceptable to Redpath and shall provide for thirty (30) days (or ten (10) days in the case of cancellation due to non-payment of premiums) prior notice of cancellation, non-renewal or material change to Redpath. The Vendor shall provide to Redpath, certificates evidencing that the coverage is in effect and the payment of premiums is current and, if Redpath so requires, a copy of the policy. If, after the time of placement, the rating of any insurer declines below A.M. Best's "A-" or S&P's "BBB", then the Vendor shall immediately replace that coverage with an insurer that is rated "A-" (Class X) or better by A.M. Best or "BBB" or better by S&P and that replacement policy shall contain, at minimum, the same coverage as the prior policy and any additional cost shall be the responsibility of the Vendor. Any insurance premiums associated with maintaining the standards of insurance required by Redpath hereunder are solely to the account of the Vendor.
- j) If the insurance described in this section of the PO Terms is not maintained, Redpath shall have the immediate right to procure the required insurance on behalf of the Vendor, and to deduct the cost thereof from any payment or payments due to the Vendor under the PO, but Redpath shall not be under any obligation to do so.

- k) The minimum limits described in this section of the PO Terms are the minimum amounts that the Vendor is required to carry and in no way do the minimum limits required in this section of the PO Terms relieve the Vendor from any of its obligations under these terms.

### **3.3 Data Processing Agreement (DPA) Clause:**

This Purchase Order ("PO") incorporates a Data Processing Agreement ("DPA") between Redpath ("Data Controller") and the Vendor ("Data Processor"), compliant with applicable privacy and data protection laws, including but not limited to the General Data Protection Regulation ("GDPR") and applicable local data protection and privacy laws collectively referred to as "Applicable Privacy Laws". Both parties recognize that GDPR standards are applied by agreement as a higher standard, notwithstanding their respective geographical locations, unless explicitly prohibited or superseded by applicable local laws.

The Vendor shall process personal data solely for the purposes defined in this PO and strictly in accordance with (a) Applicable Privacy Laws, (b) documented instructions from Redpath, and (c) Redpath's global privacy

[https://www.redpathmining.com/uploads/documents/Redpath%20Mining%20Inc%20Global%20Privacy%20Policy\\_ENG\\_AC.pdf](https://www.redpathmining.com/uploads/documents/Redpath%20Mining%20Inc%20Global%20Privacy%20Policy_ENG_AC.pdf) "Personal Data" herein refers to any information relating to an identifiable individual, including but not limited to personal identifiers, contact information, and employment-related details, as specifically required to perform the services outlined herein.

The Data Controller retains full and exclusive control over Personal Data transferred to the Vendor.

The Vendor agrees to implement appropriate technical and organizational measures ensuring the security and confidentiality of Personal Data per Article 32 GDPR and equivalent requirements under Applicable Privacy Laws. Minimum measures include encryption, access controls, anonymization, and regular vulnerability assessments. Upon discovering a data breach, the Vendor shall notify Redpath without undue delay and within a maximum of twenty-four (24) hours, providing detailed information about the breach and actions taken to mitigate it, assisting Redpath to comply with its obligations under Applicable Privacy Laws. The Vendor will indemnify and hold Redpath harmless for costs resulting from breaches caused or contributed to by the Vendor, including containment, remediation, investigation, breach coaching, legal and regulatory reporting, notifications, and credit monitoring.

Sub-processors may only be engaged with Redpath's prior written consent, subject to equivalent obligations under this DPA. The Vendor remains fully liable for any acts, errors, or omissions by sub-processors as its own. The Vendor shall provide a list of approved sub-processors to Redpath upon request.

The Vendor will support Redpath in responding to data subject requests under Applicable Privacy Laws, including but not limited to GDPR Chapter III requests (access, rectification, erasure, restriction, data portability, objection to automated decision-making, and objection to processing). It shall promptly notify Redpath upon receiving any direct data subject requests and shall refrain from independently addressing such requests without explicit written approval from Redpath, except where preemptory required by applicable local law.

Personal Data must only be retained as long as necessary for the service obligations or as mandated by Applicable Privacy Laws. Upon termination or upon request, the Vendor shall securely delete or return Personal Data, providing written confirmation to Redpath, unless retention is explicitly required by applicable local law.

The Vendor shall comply with applicable data residency and transfer requirements. Transfers outside the EEA require adequate safeguards, such as Standard Contractual Clauses, binding corporate rules, adequacy decisions by the European Redpath reserves the right to audit the Vendor's compliance with data protection obligations under this PO and Applicable Privacy Laws, subject to reasonable notice and mutually agreed schedules. The Vendor shall fully cooperate and provide necessary documentation to verify such compliance.