

General Purchase Conditions

These general purchase conditions (“**GPC**”) shall govern the purchase by LKAB Minerals LTD (“**LKAB Minerals**”) of all good and/or services from the Supplier and shall supersede any and all terms and conditions submitted or referred to by Supplier.

1. Definitions

For the purpose of these GPC, the following terms shall have the meaning hereby assigned to them.

“ Agreement ”	means the contract (including any Purchase Order) between LKAB Minerals and the Supplier for the supply of Goods and/or Services in accordance with these GPC.
“ Business Days ”	means normal business days excluding Saturdays, Sundays and public holidays where banks generally are closed at the place of business of LKAB Minerals or Supplier.
“ Data Protection Legislation ”	means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (<i>SI 2003/2426</i>) and “ Controller ”, “ Processor ”, “ Data Subject ”, “ Personal Data ”, “ Personal Data Breach ”, “ processing ” and “ appropriate technical and organisational measures ” shall have the meanings given to them in the Data Protection Legislation. means (as applicable):
“ Deliverables ”	(a) all documentation, materials, software and all instructions that are required by Law and that are reasonably required by LKAB Minerals to be able to use the Goods for the intended purpose; and/or (b) all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
“ Domestic Law ”	the law of the United Kingdom or a part of the United Kingdom.
“ Force Majeure Event ”	means circumstances outside a party’s reasonable control including, without limitation: war; epidemic; pandemic; orders by public authorities, labour disputes that a party was unable to affect; currency restrictions; natural disasters, fire, explosion or other similar circumstances.. Strike, boycott, lockout or other labour conflicts that is due to a party not complying with common regulation or principles on the labour market or collective bargaining agreement, shall not constitute Force Majeure.
“ Goods ”	means the goods (or any part of them) set out in the Purchase Order.
“ Goods Specification ”	means any specification for the Goods, including any related plans and drawings, that is agreed in writing between LKAB Minerals and the Supplier.
“ Intellectual Property Rights ”	patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
“ Law ”	means all and any applicable laws, regulations and other authority requirements and decisions, including without limitation the EU and/or UK chemicals legislation REACH, as may be in force and amended from time to time.
“ LKAB Minerals Group ”	means, collectively, LKAB Minerals and each LKAB Minerals affiliate (including any parent companies or subsidiary companies of LKAB Minerals).
“ Personnel ”	means each party’s directors, officers, employees and representatives.
“ Purchase Order ”	means LKAB Minerals’ written order for the supply of Goods and/or Services (including without limitation, any automatically generated order quoting a unique reference number), sent by mail, facsimile or electronically to the Supplier.
“ REACH ” “ Sanctions Authority ”	Registration, Evaluation, Authorisation and Restriction of Chemicals Regulations. means the United Kingdom, the United Nations, the European Union, the member states of the European Economic Area, the United States of America and any authority acting on behalf of any of them in connection with Sanctions Laws.

“Sanctions Laws”	means economic or financial sanctions laws and/or regulations, trade embargoes, prohibitions, restrictive measures, decisions, executive orders or notices from regulators implemented, adapted, imposed, administered, enacted and/or enforced by any Sanctions Authority.
“Sanctions List”	means any list of persons or entities published in connection with Sanctions Laws by or on behalf of any Sanctions Authority.
“Services”	the services, including any Deliverables, to be provided by the Supplier under the Agreement, as set out in the Service Specification.
“Service Specification”	means the description or specification for the Services agreed in writing by LKAB Minerals and the Supplier.
“Supplier”	means the person or firm from whom LKAB Minerals purchases the Goods and/or Services.
“UK GDPR”	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

2. Basis of the Agreement

- 2.1. The Purchase Order constitutes an offer by LKAB Minerals to purchase Goods and/or Services from the Supplier in accordance with these GPC.
- 2.2. The Purchase Order shall be deemed to be accepted on the earlier of:
- (a) the Supplier issuing written acceptance of the Purchase Order; or
 - (b) any act by the Supplier consistent with fulfilling the Purchase Order,
- at which point and on which date, the Agreement shall come into existence.
- 2.3. These GPC apply to the Agreement to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.4. All of the provisions of these GPC shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.5. The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these GPC.

3. Supply of Goods

- 3.1. The Supplier warrants that the Goods shall:
- (a) correspond with their description and any applicable Goods Specification;
 - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by LKAB Minerals, expressly or by implication, and in this respect LKAB Minerals relies on the Supplier's skill and judgement;
 - (c) where the Goods are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery or such other period as specified in the Purchase Order; and
 - (d) comply with all applicable Laws, statutory and regulatory requirements, and generally accepted trade practices and standards, relating to the manufacture, labelling, packaging, storage handling and delivery of the Goods.

- 3.2. The Supplier shall ensure that the packaging of the Goods confirms with the Good Specification. Where no specific packaging standards have been agreed, the packaging of the Goods shall be suitable for the selected mode of transportation and the conditions at the place of delivery and shall conform to Supplier's standard packaging for such Goods. The packaging shall be marked with the Purchase Order number.
- 3.3. When there are specific Laws governing documentation, handling or marking of the Goods due to the Goods' inherent hazard or any other reason, the Supplier shall ensure that it has full knowledge of and comply with such Laws and shall ensure that those who handle the Goods are aware of all risks associated with the Goods.
- 3.4. Where the Goods require REACH registration, the Supplier shall be fully and solely responsible for obtaining that registration, unless otherwise agreed in writing between the parties.

4. Documentation

- 4.1. Supplier shall, in writing and free of charge, provide all documentation and all instructions that are required by LKAB Minerals or by Law to be able to use the Goods for the intended purpose. The documentation shall be drafted in the English language unless the parties agree otherwise.
- 4.2. The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement.

5. Supply of Services

- 5.1. The Supplier shall from the date set out in the Purchase Order and for the duration of the Agreement supply the Services to LKAB Minerals in accordance with the terms of the Agreement, including these GPC.
- 5.2. The Supplier shall meet any performance dates and times for the Services specified in the Purchase Order or that LKAB Minerals notifies to the Supplier and time is of the essence in relation to any of those performance dates and times.
- 5.3. In providing the Services, the Supplier shall:

- (a) co-operate with LKAB Minerals in all matters relating to the Services, and comply with all instructions of LKAB Minerals;
 - (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - (c) use Personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
 - (d) ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that LKAB Minerals expressly or impliedly makes known to the Supplier;
 - (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to LKAB Minerals, will be free from defects in workmanship, installation and design;
 - (g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
 - (h) observe all health and safety rules and regulations and any other security requirements that apply at any of LKAB's premises;
 - (i) hold all materials, equipment and tools, drawings, specifications and data supplied by LKAB Minerals to the Supplier ("LKAB Materials") in safe custody at its own risk, maintain the LKAB Materials in good condition until returned to LKAB Minerals, and not dispose of or use the LKAB Materials other than in accordance with LKAB Minerals' written instructions or authorisation;
 - (j) not do or omit to do anything which may cause LKAB Minerals to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that LKAB may rely or act on the Services; and
 - (k) comply with any additional obligations as set out in the Services Specification.
- (a) in respect of Goods, on or at any time after completion of the delivery of the Goods (and in any event, no later than three (3) months after completion of the delivery); and
 - (b) in respect of Services, on completion of the Services (and in any event, no later than three (3) months after completion of the Services).
- 6.4. Each invoice shall be submitted electronically to invoice.minerals.ltd@lkab.com and submitted as PDF. Each invoice shall state the purchase order number or LKAB Minerals job reference number, registered company name, registered company number, registered company VAT number, bank details including IBAN or swift account numbers and such other supporting information as is required by LKAB Minerals to verify the accuracy of the invoice. Invoicing fees shall not be charged.
- 6.5. In consideration for the supply of Goods and/or Services by the Supplier, LKAB Minerals shall pay the invoiced amounts within the payment due dates set out in the Purchase Order or, where no payment dates are stated, within 60 days of the date of each invoice. Payment shall not constitute acceptance of the Goods and/or Services, or the amount invoiced.

7. Delivery and Delay

- 7.1. Unless the parties have agreed otherwise in writing, the Goods shall be delivered DDP (Incoterms 2020) on the delivery date and to the site specified in the Purchase Order.
- 7.2. Unless otherwise agreed in writing, delivery of the Goods shall be completed on the completion of unloading of the Goods at the agreed delivery location.
- 7.3. The Supplier shall not deliver the Goods in instalments within LKAB's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in clause 7.4.
- 7.4. If Supplier reasonably believes that the agreed time for delivery of any Goods and/or performance of any Services cannot be met, Supplier shall immediately give LKAB Minerals written notice. If the Goods and/or Services are not delivered by the delivery date and time specified in the Purchase Order LKAB Minerals shall, without prejudice to any other rights which it may have, be entitled to:
 - (a) terminate the Purchase Order and the Agreement with immediate effect by giving written notice to the Supplier, at no additional expense or obligation;
 - (b) refuse to accept any subsequent delivery of the Goods or performance of the Services which the Supplier attempts to make;
 - (c) recover from Supplier any expenditure reasonably incurred by LKAB Minerals in obtaining substitutes for the goods or services from another supplier;
 - (d) require a refund from the Supplier of any sums paid in advance for Goods that the Supplier has not delivered or for Services that the Supplier has not provided; and

6. Price and Payment

- 6.1. The price for the Goods shall be the price set out in the Purchase Order.
- 6.2. Unless otherwise stated in the Purchase Order, the price shall be exclusive of value added tax and inclusive of the costs of packaging, insurance and carriage (in the case of Goods and where applicable), any costs and expenses of the Supplier incurred directly or indirectly in connection with supply of the Goods and/or Services and any other taxes, duties, fees and charges. No extra charges shall be effective unless agreed in writing and signed by LKAB Minerals.
- 6.3. Unless otherwise agreed in writing, Supplier shall invoice LKAB Minerals:

(e) claim damages for any additional costs, losses or expenses incurred by LKAB Minerals which are in any way attributable to Supplier's failure to meet such dates.

7.5. Unless otherwise agreed in writing between the parties, title and risk in the Goods shall pass to LKAB Minerals on completion of delivery.

8. Inspection and Defects

8.1. The Supplier shall make a precise and comprehensive inspection of the Goods before delivery, as regards its quality, specification, performance, quantity and weight, and compliance with the requirements of the Goods Specification.

8.2. LKAB Minerals shall be permitted to inspect and test the Goods at any time before delivery. If following an inspection or testing, LKAB Minerals considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, LKAB Minerals shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Agreement.

8.3. If any Goods delivered do not comply with the undertakings set out in clause 3.1, then, without limiting or affecting any other rights or remedies available to it, LKAB Minerals shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:

- (a) terminate the Purchase Order and Agreement with immediate effect by giving written notice to the Supplier;
- (b) reject the Goods (in whole or in part) whether or not title has passed and return them to the Supplier at the Supplier's own risk and expense;
- (c) require the Supplier to repair or replace the defective Goods with non-defective Goods, or provide a full refund of the price of the defective Goods;
- (d) require the Supplier to compensate LKAB Minerals by means of a price reduction, which shall correspond to the reduced value for LKAB Minerals of the Goods;
- (e) claim damages for any additional costs, losses or expenses incurred by LKAB Minerals due to the Supplier's failure to supply Goods in accordance with clause 3.1.

8.4. Where LKAB Minerals requests that the Supplier replace or repair the Goods and the Supplier fails to do so in reasonable time, LKAB Minerals shall be entitled, at its discretion, to either remedy the defect itself at the risk and expense of Supplier or engage a third party to do so.

8.5. If any Services supplied do not comply with the requirements of clause 0(d) then, without limiting or affecting any other rights or remedies available to it, LKAB Minerals shall have one or more of the following rights and remedies:

- (a) terminate the Purchase Order and Agreement with immediate effect by giving written notice to the Supplier;
- (b) return the Deliverables to the Supplier at the Supplier's own risk and expense;

(c) require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);

(d) refuse to accept any subsequent performance of the Services which the Supplier attempts to make;

(e) recover from the Supplier any expenditure incurred by LKAB Minerals in obtaining substitute services or deliverables from a third party; and

(f) to claim damages for any additional costs, loss or expenses incurred by LKAB Minerals arising from the Supplier's failure to comply with clause 0(d).

8.6. LKAB Minerals' rights and remedies under the Agreement are in addition to, and not exclusive of, any rights and remedies implied by statute or common law including, without limitation, in respect of the statutory conditions relating to description, quality, fitness for purpose and correspondence with sample implied into the Agreement by the Sale of Goods Act 1979.

9. Insurance

Supplier shall, at its own cost, procure and maintain in force with a reputable insurance company professional indemnity insurance, product liability insurance and public liability insurance to cover all liabilities that may arise under or in connection with the Agreement, taking into account the nature and scope of its obligations and liabilities and any applicable Law. If Supplier, upon request, fails to provide LKAB Minerals with a valid certificate of insurance in accordance with this clause 9, LKAB Minerals is entitled to contract the insurance necessary to provide the agreed insurance coverage at Supplier's expense.

10. Intellectual Property Rights

10.1. Unless otherwise agreed in writing, all Intellectual Property Rights in or arising out of or in connection with the Goods and/or Services shall be owned by LKAB Minerals.

10.2. Where Intellectual Property Rights are owned by Supplier, the Supplier grants to LKAB Minerals a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to copy and modify the Deliverables (excluding the LKAB Materials) for the purpose of receiving and using the Goods, Services and Deliverables.

10.3. LKAB Minerals shall be entitled to sub-license, assign or otherwise transfer the rights granted by clause 10.2 to any member of the LKAB Minerals Group.

10.4. LKAB Minerals grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy any materials provided by LKAB Minerals to the Supplier for the term of the Agreement for the purpose of providing the Services to LKAB Minerals.

10.5. The Supplier acknowledges that all rights in the LKAB Materials are and shall remain the exclusive property of LKAB Minerals.

10.6. The Supplier shall indemnify LKAB Minerals against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by LKAB Minerals arising out of or in connection with any claim made against LKAB Minerals

for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding the LKAB Materials).

assessments and consultations with supervisory authorities or regulators;

11.6. notify LKAB Minerals without undue delay on becoming aware of a Personal Data Breach;

11.7. at the written direction of LKAB Minerals, delete or return Personal Data and copies thereof to LKAB Minerals on termination of the Agreement unless required by Domestic Law to store the Personal Data; and

11.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and immediately inform LKAB Minerals if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

11. Data Protection

11.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

11.2. Without prejudice to the generality of clause 11.1, where required, LKAB Minerals will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of the Agreement.

11.3. Without prejudice to the generality of clause 11.1, where the Supplier processes Personal Data on behalf of LKAB Minerals, the Supplier shall:

(a) process that Personal Data only on the documented written instructions of LKAB Minerals unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify LKAB Minerals of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying LKAB Minerals;

(b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

(c) ensure that all Personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

11.4. not transfer any Personal Data outside of the UK unless the prior written consent of LKAB Minerals has been obtained and the following conditions are fulfilled:

(a) LKAB Minerals or the Supplier has provided appropriate safeguards in relation to the transfer;

(b) the Data Subject has enforceable rights and effective legal remedies;

(c) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(d) the Supplier complies with reasonable instructions notified to it in advance by LKAB Minerals with respect to the processing of the Personal Data;

11.5. assist LKAB Minerals in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact

12. Force majeure

12.1. Provided it complies with clause 12.2, a party who is prevented, hindered or delayed in or from performing any of its obligations under the Agreement by a Force Majeure Event (the "Affected Party") shall not be in breach of the Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

12.2. The Affected Party shall immediately inform the other party in writing of the start of a Force Majeure Event and shall use reasonable endeavours to mitigate the effect of the Force Majeure Event. The Affected Party shall resume performance of its obligations under the Agreement as soon as the Force Majeure event ceases to affect performance of the same, unless agreed otherwise between the parties.

12.3. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 90 days, the party not affected by the Force Majeure Event may terminate the Agreement by giving 7 days' written notice to the Affected Party.

13. Compliance with Law and Policy

13.1. Each party must comply, and must ensure that its Personnel comply, with all applicable laws, including without limitation, the Bribery Act 2010 and those concerning corruption, money-laundering, the payment of bribes, tax evasion, economic sanctions and health and safety and must not undertake or cause to be undertaken any activity that is illegal or unlawful.

13.2. Each party represents and warrants to the other party that it has not paid, has not agreed to pay, and will not pay, either directly or through its Personnel or any entities acting on its behalf, any commission, facilitation payments or inducement in connection with the Agreement.

13.3. Each party represents and warrants to the other party that it will not under the performance of the Agreement engage in any activity that could constitute a violation of any Laws.

13.4. Each party must take all necessary steps, in accordance with good industry practice, to prevent any fraudulent activity in relation to the Agreement.

13.5. Supplier acknowledges and undertakes to comply with the Supplier Code of Conduct of LKAB Minerals, as applicable at any time and available at www.lkab.com.

- 13.6. The Supplier shall maintain adequate internal controls and procedures to assure compliance with this clause 13, including procedures to accurately record and report all relevant transactions in its books and records.
- 13.7. LKAB Minerals shall be permitted to audit the Supplier's compliance with this clause 13 during the term of this Agreement and for a period of two (2) years after its termination or expiry. For such purpose, on request, the Supplier shall provide LKAB Minerals (or its authorised representative) with access to its premises and records (and those of its Personnel), and permit LKAB Minerals (or its authorised representative) to interview its Personnel. LKAB Minerals undertakes to conduct all such audits reasonably during the Supplier's normal office hours and by providing the Supplier with reasonable advance notice.

14. Termination

14.1. Without affecting any other right or remedy available to it, LKAB Minerals may terminate the Agreement:

- (a) at any time with immediate effect by giving written notice to the Supplier if the Supplier:
 - (i) commits a material breach of the Agreement and fails to rectify the breach within seven Business Days of receiving notice from LKAB Minerals to do so;
 - (ii) trades with a company on the Sanctions List;
 - (iii) fails to comply with the Supplier's Code of Conduct in accordance with the provisions of clause 13.1;
 - (iv) takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (v) suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (vi) financial position deteriorates to such an extent that in LKAB Minerals' opinion, the Supplier's ability to give effect to the terms of the Agreement is in jeopardy.
- (b) for convenience by giving written notice at any time prior to despatch of the Goods or performance of the Services.

14.2. Provisions contained in the Agreement that expressly or by their nature are intended to survive termination of the Agreement, shall survive notwithstanding any termination of the Agreement.

14.3. Termination of the Agreement shall not affect the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any

breach of the Agreement which existed at or before the date of termination.

15. Confidentiality

- 15.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.2.
- 15.2. Each party may disclose the other party's confidential information:
- (a) to its Personnel or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Agreement. Each party shall ensure that Personnel and advisers to whom it discloses the other party's confidential information comply with this clause 15.2; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.

16. Notices

- 16.1. Any notice given to a party under or in connection with the Agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) sent by email to the email addresses provided by the parties on the Purchase Order.
 - (c) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.
- 16.2. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17. Assignment

Neither party may assign or novate any of the rights or obligations under the Agreement without the prior written consent of the other party. Notwithstanding this, LKAB Minerals is entitled to assign and/or novate the Agreement as a whole, or any rights and obligations wholly or partly under the Agreement, to any member of the LKAB Minerals Group.

18. Governing law

- 18.1. This Agreement and any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including any dispute or claim relating to non-contractual obligations) will be governed by and construed in accordance with the laws of England and Wales.
- 18.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

19. Liability

- 19.1. References to liability in this clause 19 include every kind of liability arising under or in connection with this Agreement including liability:
- (a) in contract, tort (including negligence), misrepresentation, restitution or otherwise; and
 - (b) arising out of any use made or resale of the Goods by LKAB Minerals, or of any product incorporating any of the Goods.
- 19.2. Nothing in this Agreement will operate so as to exclude or limit the liability of either party to the other for fraud, death or personal injury arising out of negligence or any other liability that cannot be excluded or limited by law.
- 19.3. Notwithstanding the provisions of clause 19.2 above, LKAB Minerals total liability to the Supplier shall not exceed the price payable to the Supplier under the Purchase Order that gave rise to such liability.
- 19.4. Notwithstanding the provisions of clause 19.2 above, LKAB Minerals shall have no liability to the Supplier for any indirect or consequential loss, including without limitation:
- (a) loss of profits;
 - (b) loss of business or contracts;
 - (c) loss of opportunity or savings; or
 - (d) wasted expenditure.

20. Third party rights

- 20.1. The Supplier's obligations under this Agreement are given for the benefit of each member of the LKAB Minerals Group.
- 20.2. Each member of the LKAB Minerals Group may enforce the benefits conferred on it under this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 20.3. The Supplier shall not bring any claim (whether in contract, tort or otherwise) under or in connection with this Agreement against any member of the LKAB Minerals Group other than LKAB Minerals.
- 20.4. The consent of any member of the LKAB Minerals Group (other than LKAB Minerals) is not necessary for any variation (including any release or compromise in whole or in part of any liability) or termination of this Agreement or any one or more clauses of it.
- 20.5. Except as set out in this clause 20, a person who is not a party to this Agreement may not enforce any

of its provisions under the Contracts (Rights of Third Parties) Act 1999.

21. Variations

- 21.1. No variation of this Agreement shall be effective unless made in writing (which excludes email) and signed by or on behalf of each of the parties or by their duly authorised representatives.

22. Waiver

- 22.1. The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by Law shall not constitute a waiver of that right, power or remedy.
- 22.2. If a party waives a right, power or remedy arising as a result of a breach of any provision of this Agreement, this shall not operate as a waiver of any right, power or remedy arising as a result of any subsequent breach of that provision or any other provision of this Agreement.

23. Rights and remedies cumulative

- 23.1. The rights, powers, privileges and remedies provided in this Agreement are cumulative and are not exclusive of any rights, powers, privileges or remedies provided by Law or otherwise.

24. Severance

- 24.1. If any provision, or part of a provision, of this Agreement is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision or part-provision shall be deemed not to form part of this Agreement and the legality, validity or enforceability of the remainder of the provisions of this Agreement shall not be affected, unless otherwise required by operation of applicable Law.
- 24.2. The parties shall use all reasonable endeavours to agree within a reasonable time upon any lawful and reasonable variations to the Agreement which may be necessary in order to achieve, to the greatest extent possible, the same commercial effect as would have been achieved by the provision, or part-provision, in question and with no fundamental change to the bargain between the parties.