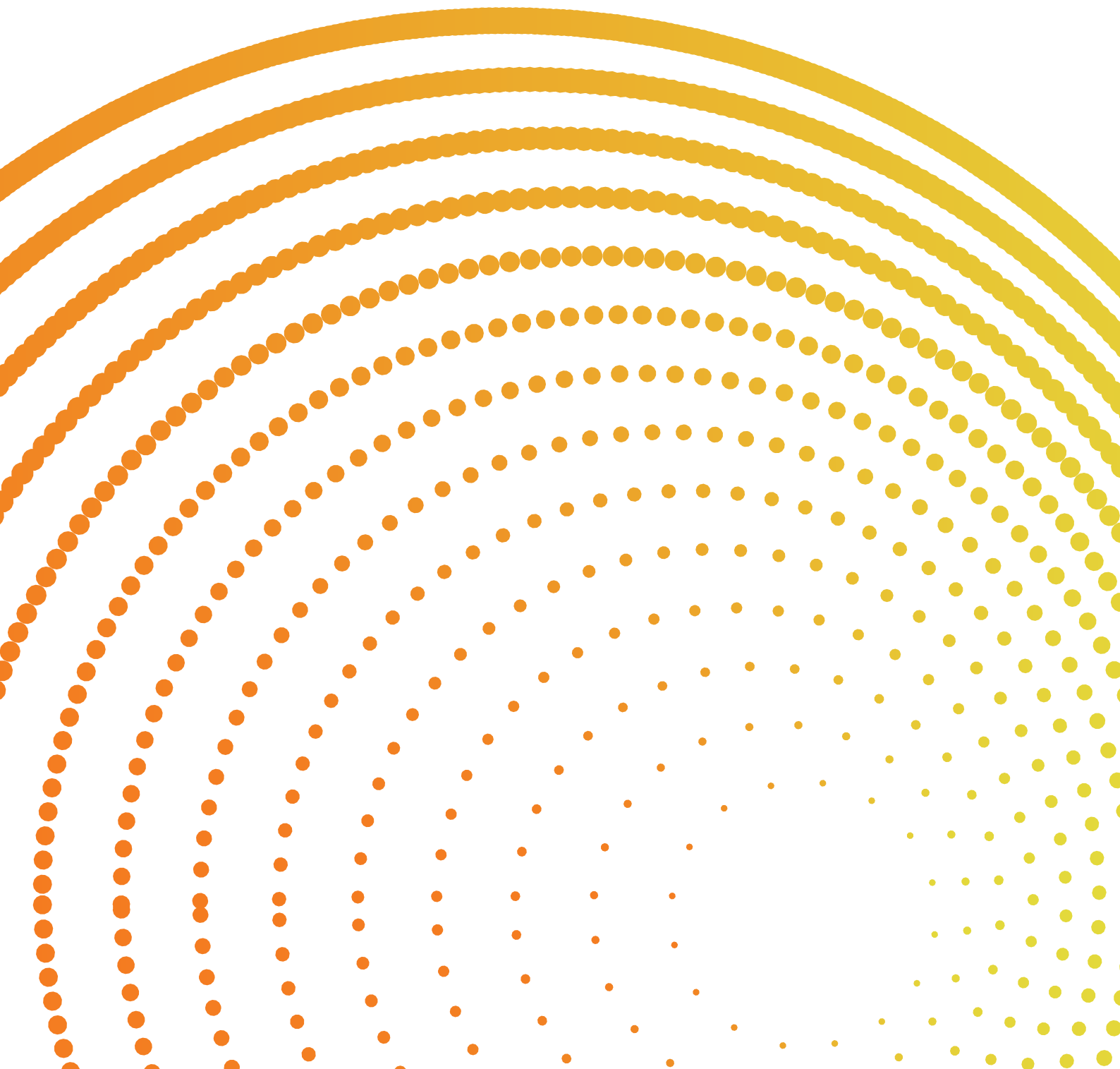


# Terms and Conditions of Sale (Australia)



**Molycop Legal – Australia**





## Terms and Conditions of Sale (Australia)

**Effective 13 February 2026**

### In these Terms and Conditions:

- (a) **“Accession”** means any Goods which are installed in or affixed to other goods;
- (b) **“ACL”** means the *Australian Consumer Law* which is contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth);
- (c) **“Amount Payable”** means, at any time, all amounts payable by the Customer to Molycop at that time (whether or not those amounts have become due for payment under clause 4 or any other provision of the Terms and Conditions) in connection with the Goods or a Contract (including, without limitation, any invoiced amount, interest, fees, costs or expenses);
- (d) **“Customer”** means the customer specified in an application for commercial credit (or if there is no application, the person placing the Order, or on whose behalf the Order is placed, with the Supplier);
- (e) **“Default”** is defined in clause 10;
- (f) **“Contract”** means:
  - (i) any contract to which these Terms and Conditions are expressed to form part; and,
  - (ii) for the supply of Goods pursuant to an Order, the contract (which includes these Terms and Conditions) formed for the supply of the Goods to the Customer upon an Order Acknowledgment;
- (g) **“Goods”** means any goods, products, services or materials supplied or to be supplied by the Supplier at any time and from time to time including, without limitation, any goods specified in an Order Acknowledgment or invoice;
- (h) **“Molycop”** is the trading name of Commonwealth Steel Company Pty Ltd (ABN 58 000 007 698, ACN 000 007 698);
- (i) **“Order”** is an order or offer to purchase described in clause 1;
- (j) **“Order Acknowledgment”** is defined in clause 1;
- (k) **“Party”** means a party to the Contract;
- (l) **“Processed Goods”** means Goods which after their delivery become part of a product or mass by being manufactured, processed, assembled, commingled or otherwise dealt with in such a way that their identity is lost in the product or mass;
- (m) **“PPSA”** means the *Personal Property Securities Act 2009* (Cth);
- (n) **“Supplier”** means Molycop;
- (o) **“Terms and Conditions”** means the terms and conditions set out in this document (including Schedule 1), as modified or amended in relation to a particular Order by a written Order Acknowledgment or in accordance with clause 25;
- (p) the terms “financing statement”, “proceeds”, “purchase money security interest”, “security agreement”, “security

interest” and “verification statement” have the respective meanings given to them under, or in the context of, the PPSA;

- (q) unless otherwise stated, an expression used or defined in the *Corporations Act 2001* (Cth) has the same meaning in the Terms and Conditions;
- (r) words indicating the singular include the plural and vice versa.

### 1. Orders, Order Acknowledgments and Terms and Conditions

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

### 2. Prices

- (a) Unless otherwise agreed in writing, the price charged for the Goods shall be exclusive of any transaction tax (“**transaction tax**” includes the goods and services tax as well as any identified or new transaction taxes that come into existence after the effective date of the Terms and Conditions)
- (b) Where a product margin is included on the invoice for Goods the Customer will pay that product margin in addition to any quoted price.



- (c) Where a transaction tax applies to any supply made under the Terms and Conditions, the Supplier may recover from the Customer an additional amount on account of that transaction tax.
- (d) The Customer may upon the alteration of the price charged for the Goods in accordance with this clause 2, cancel any Order (or part thereof) at the new price within 7 days of the Supplier providing notice of the change of price.

### 3. Delivery

The Supplier will make all reasonable efforts to have the Goods delivered to the Customer or its designated agent by the date for delivery agreed by the parties (or if there is no specific agreement then within a reasonable time).

### 4. Payment

For so long as the Supplier has agreed to provide credit to the Customer under the Terms and Conditions and has not exercised its powers to withdraw, refuse or suspend credit under clause 10(b) or 5(c) or otherwise, payment for the Goods must be made in full (without any set off) and received by the Supplier by the last business day of the month following the month of delivery unless otherwise specified by the Supplier on any statement of account or invoice or unless the Contract specifies otherwise. Payment is only received by the Supplier when it receives cash or when the proceeds of other methods of payment are credited and cleared to the Supplier's nominated bank account. The Supplier may set off any amount due and payable by the Supplier to the Customer against any amount due and payable by the Customer to the Supplier.

### 5. Credit

- (a) Any agreement by the Supplier to grant the Customer credit upon these Terms and Conditions has been or will be made on the basis of a credit application and such other documents and information as may be required by the Supplier.
- (b) Until the Supplier grants the Customer credit by notice in writing, or if having granted credit, the Supplier exercises its powers to withdraw, refuse or suspend credit under clause 10(b) or 5(c) or otherwise under these Terms and Conditions, the Supplier will only supply Goods to the Customer on the basis of cash in advance.
- (c) The granting of credit does not oblige the Supplier to extend any particular amount of credit to the Customer and the Supplier may withdraw, refuse, suspend or limit credit to the Customer at any time, in its absolute discretion, without notice or providing any reason.
- (d) The Customer must notify the Supplier in writing if there is any change in the shareholding or ownership of the Customer or any material change in the Customer's financial position.

### 6. Title and related matters

- (a) Title to the Goods passes to the Customer only when all Amounts Payable are paid in full.
- (b) Until title passes, the Customer holds the Goods as bailee, must keep them separate and identifiable as the Supplier's property, and must maintain records of the Goods and any sales.
- (c) The Customer may use, install or process the Goods (including forming Accessions or Processed Goods) only in the ordinary course of business.
- (d) If the Customer is in Default, the Supplier may, in addition to any rights under the PPSA or at law, take possession of the Goods (including any Accessions or Processed Goods), remove Accessions, enter the Customer's premises for that purpose, and/or appoint a receiver.
- (e) The Customer may sell the Goods, Accessions or Processed Goods in the ordinary course of business, but holds the proceeds on trust for the Supplier to the extent of the Amounts Payable and must keep those proceeds separate.

### 7. Security Interest, Charge and Mortgage

- (a) The Customer grants the Supplier a security interest in the Goods to secure payment of the Amount Payable. This security interest extends to all proceeds, Accessions and Processed Goods and is a purchase money security interest to the extent it secures the unpaid purchase price of the Goods.
- (b) The Customer must not do anything that would cause the Supplier's purchase money security interest to rank behind any other security interest.
- (c) The Customer also charges and mortgages to the Supplier all of its present and future real property to secure its obligations under each Contract. The Customer acknowledges that the Supplier has a caveatable interest in that property and may lodge a caveat. The Customer must, on demand, execute any mortgage the Supplier requires. If the Customer fails to do so, it irrevocably appoints the Supplier as its attorney to execute the mortgage and to deal with the property as necessary to enforce the Supplier's rights.

### 8. PPSA Notices and Contracting Out

- (a) The Customer:
  - (i) waives its right under section 157 of the PPSA to receive a verification statement for any financing statement or financing change statement relating to any security interest created under this Contract; and
  - (ii) to the maximum extent permitted by the PPSA, waives and contracts out of all rights to receive notices or statements under the PPSA, including (without limitation) sections 95, 117, 118, 120, 121(4), 125, 126(2) (second sentence), 129(2), 129(3), 130, 132(3)(d), 132(4), 142 and 143.



## 9. Risk

- (a) Risk in the Goods passes to the Customer upon delivery (including all risks associated with unloading) or upon title in the Goods passing to the Customer, whichever is the earlier.

## 10. Default

- (a) A party will be in Default if:
  - (i) it breaches a material term of any Contract and such breach is not remedied within 14 days of receiving notice from the other party requiring it to do so, unless such breach arises out of the supply of defective Goods, in which case the Supplier shall remedy the breach within such time as is reasonable in the circumstances;
  - (ii) being a body corporate it becomes an externally-administered body corporate or has an application for winding up filed against it;
  - (iii) in the case of the Customer being an individual, it commits an act of bankruptcy or becomes an insolvent under administration; or
  - (iv) in the case of the Customer, payment for the Goods has not been received by the Supplier by the due date for payment.
- (b) If a party Defaults, the other party may:
  - (i) treat an Order Acknowledgement or the whole of the Contract as repudiated and sue for breach of contract; and/or
  - (ii) being the Supplier, refuse to supply any Goods to the Customer on credit or at all; and/or
  - (iii) being the Supplier, claim the return of any Goods in the Customer's possession where title has not passed to the Customer or exercise any other right or remedy available to it under the Contract, the PPSA or any other applicable law, including to enforce the security interests created by the Contract.

## 11. Intellectual Property and Confidentiality

- (a) The Customer warrants to the Supplier that all documents provided by the Customer are accurate and that the Supplier is entitled to use all such documents for the purposes of the Contract and that such use does not infringe any third party's intellectual property rights.
- (b) If a Party ("Recipient") receives any confidential information from the other Party ("Discloser"), the Recipient may not use or disclose such information unless it receives the prior written consent of the Discloser, such information enters the public domain (other than as a result of a breach of this clause) or the use or disclosure is required by law.
- (c) A Party may not use any trademark or other intellectual property of the other Party, unless it receives the prior written consent of the other Party (which consent may

be given, withheld or withdrawn, or given subject to conditions, at the other Party's discretion).

## 12. Force Majeure

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

## 13. Representations and Fitness for Purpose

- (a) Except as expressly provided to the contrary in the Contract, all representations, warranties, guarantees and implied terms or conditions in relation to the Goods (whether implied or otherwise) are hereby excluded to the maximum extent permitted by law.
- (b) The Customer agrees that if it is aware (or should be aware) that the Goods, the subject of an Order, are for a particular purpose (including, but not limited to, use as a component part of another product) or are required to possess special or uniform characteristics, the Customer will expressly specify that purpose or those characteristics in any such Order.
- (c) The Customer agrees that, unless expressly agreed by the Supplier in writing, it has made its own enquiries in relation to the suitability of the Goods and does not rely on representations by the Supplier in relation to their suitability for a particular purpose or any steps which may need to be taken in relation to their use.

## 14. Limitation of Liability

- (a) The Supplier's liability to the Customer (and any party claiming through the Customer against the Supplier) for any claim for loss or damages (including legal expenses) made in connection with the Contract (including the supply of Goods described in the Contract) whether in contract, tort (including negligence), under statute, in equity or otherwise shall be strictly limited as follows (except to the extent that the law prohibits such a limitation):
  - (i) for any liability arising from Goods not meeting the specification or which are said to be otherwise defective or deficient, the Supplier's liability is limited to the cost of replacement of those Goods as soon as reasonably practicable, or the repair of those Goods or the repayment (or allowance) of the invoice price of those Goods (at the option of the Supplier);
  - (ii) for any liability arising from the services forming part of the Goods not meeting the scope or which are said to be otherwise defective or deficient, the Supplier's liability is limited to the provision of the services again or payment of the cost of having the relevant services provided (at the option of the Supplier);



- (iii) for any liability that does not fall within the scope of clauses 14(a)(i) or (ii), the Supplier's liability for any loss or damage arising from or caused in any way by the Supplier, the Goods it supplies or the Contract is excluded (to the maximum extent permitted by law).
- (b) To the maximum extent permitted by law, neither Party will be liable to the other for any indirect, special or consequential loss or damage of any nature whatsoever in connection with Contract or the supply or use of the Goods including: (A) any loss of income, profit, production, contract, customers, business opportunity or business; (B) any loss of goodwill or reputation; (C) any loss of value of intellectual property; (D) any loss or damage resulting from the loss or damage to property, plant or equipment.
- (c) Despite any other provision of the Contract, the Supplier is not liable, to the maximum extent permitted by law, for normal wear and tear of the Goods; and/or
- (d) defects or deficiencies in Goods caused by the Customer, its personnel, contractors or representatives including improper installation or maintenance of Goods or related components.

#### 15. Waiver

No failure, delay or omission by the Supplier in exercising any right, power or remedy under or in connection with a Contract operates as a waiver of that right, power or remedy. A waiver is only effective if in writing and signed by the Supplier, and then only for the particular instance and purpose for which it is given. The Customer may not rely on any conduct of the Supplier as a waiver unless expressly confirmed in writing.

#### 16. Severance

- (a) If a provision of the Contract would, but for this clause, be unenforceable:
  - (i) the provision must be read down to the extent necessary to avoid that result; and
  - (ii) if the provision cannot be read down to that extent, it must be severed without altering the validity and enforceability of the remainder of the Contract.

#### 17. Notices

- (a) Notices given by the Supplier will be deemed to be received:
  - (i) if given by email, on being sent, provided the notice is sent to the email address of an officer or employee of the Customer responsible for placing or administering orders for Goods and no "out of office" or other automated reply is received indicating that the message has not been or will not be received or read by the intended recipient; and
  - (ii) if given by post, on the third day after posting.

#### 18. Costs and Default Interest

The Customer must pay the Supplier's reasonable costs and expenses incurred in recovering any Amount Payable or otherwise enforcing the Supplier's rights under a Contract,

including the costs of registering any PPSA financing statement, which may be invoiced or debited to the Customer's account. The Supplier may charge interest on any overdue Amount Payable at a rate 2.5% per annum above the business overdraft rate of its principal banker, calculated and compounded monthly, and payable on demand.

#### 19. Assignment

- (a) The Supplier may assign its rights or novate its rights and obligations under a Contract (in whole or in part) to another person. The Supplier will give the Customer written notice of any novation. If, within 30 days of receiving that notice, the Customer has reasonable grounds to believe that the proposed novatee will be unable to perform the Contract, the Customer may terminate any uncompleted Order accepted before the novation by written notice to the Supplier.
- (b) The Customer must promptly notify the Supplier in writing of any change to its registered address or other contact details.

#### 20. Standard Grades of Materials and Measures

- (a) Subject to clause 20(b), the Supplier will use its reasonable endeavours to:
  - (i) supply Goods having the grade of material specified in the Order Acknowledgment (if applicable); and
  - (ii) ensure that any grade of material as specified in the Order Acknowledgment will, unless otherwise agreed, be in accordance with applicable Australian Standards and/or as detailed in any current, relevant price schedules, product handbooks or other product literature of the Supplier.
- (b) Unless otherwise agreed in writing:
  - (i) all Goods will be supplied and delivered in accordance with the Supplier's standard practice and shall be subject to the Supplier's normal tolerances, limitations and variations to dimension, weight, shape, composition, mechanical properties, structure, quality and service conditions;
  - (ii) any statements made by the Supplier as to weight, length, quantity or other characteristics of the Goods are approximate and the Supplier may supply Goods on an actual or calculated basis (calculated in accordance with applicable Australian Standards).

#### 21. Shortages

- (a) The Customer will inspect and check all Goods received as soon as practicable upon unloading and must notify the Supplier for shortages of Goods within 48 hours of such inspection.
- (b) The Customer agrees that time is of the essence in respect of its obligations under clause 21(a).

#### 22. Consumer transactions

- (a) Where and only to the extent that the supply of Goods is to a "consumer" (as that term is defined by the ACL) then:



- (i) the Additional Consumer Terms and Conditions attached at Schedule 1 are incorporated into and form part of the Terms and Conditions, such that they apply as part of the Contract; and
- (ii) clause 14 shall not apply; and
- (iii) except as expressed otherwise in the Additional Consumer Terms and Conditions, nothing in the Terms and Conditions shall be construed as excluding, restricting or modifying any Consumer Guarantee provided under the ACL, in respect of that supply of Goods.

### 23. Anti Bribery and Corruption

- (a) The Parties must comply with all applicable anti bribery and corruption laws, including the *Criminal Code Act 1995* (Cth) and the *Crimes Legislation Amendment (Combating Foreign Bribery) Act 2024* (Cth), and any other laws relevant to their activities under this Contract.
- (i) offer or provide any benefit to a public official that is not legitimately due with the purpose of obtaining or retaining a business advantage; or
- (ii) make facilitation payments of any kind. discretion and without liability to the Customer if, in the Supplier's opinion, the Customer or any of its related bodies corporate has failed to comply with this clause 23.
- (b) The Supplier may, without limiting any of its rights under this Contract or at law, immediately terminate this Contract in its sole discretion and without liability to the Customer if, in the Supplier's opinion, the Customer or any of its related bodies corporate has failed to comply with this clause 23.

### 24. Sanctions

- (a) The Customer warrants that neither it nor any of its directors, officers, employees, contractors or agents is:
  - (i) listed on the Australian Sanctions Office Consolidated List or the United States Department of the Treasury's Specially Designated Nationals and Blocked Persons List; or
  - (ii) owned or controlled by, or acting on behalf of, a person subject to Australian, UN or U.S. sanctions.
- (b) These warranties apply for the term of the Contract. The Supplier may, without limiting any of its rights under this Contract or at law, immediately terminate this Contract in its sole discretion and without liability to the Customer if, in the Supplier's opinion, the Customer or any of its related bodies corporate has failed to comply with this clause 24.

### 25. Modern Slavery

- (a) The Customer must comply with all applicable modern slavery laws, including the *Modern Slavery Act 2018* (Cth). The Customer must take reasonable steps to ensure that no form of modern slavery occurs in its operations or supply chains and must provide the Supplier with any

information it reasonably requests in connection with modern slavery risks or reporting obligations.

- (b) The Supplier may suspend performance if it reasonably believes the Customer has breached this clause 25. If the Customer does not remedy the breach to the Supplier's reasonable satisfaction within 14 days of notice, the Supplier may terminate this Contract immediately and without liability.

### 26. Privacy

- (a) The Customer must ensure it has all necessary consents to provide the Supplier with personal information (as defined in the *Privacy Act 1988* (Cth)) for the purposes of this clause and the Supplier's Privacy Policy (available at <https://molycop.com/privacy/> or on request).
- (b) The Supplier may collect, use and disclose personal information for purposes connected with any Contract and the Customer's credit application or account, including assessing credit, monitoring and enforcing security interests, fulfilling orders, delivery, customer management, business development, market research, debt collection and conducting lawful credit and reference checks (including consumer credit checks). Without this information the Supplier may be unable to process credit or supply goods or services.
- (c) The Supplier may send marketing communications to the Customer unless the Customer expressly opts out. The Supplier may exchange personal information with the Customer's guarantors, representatives, service providers and other credit providers for credit-related purposes. Some recipients may be overseas. The Customer acknowledges that overseas privacy laws may differ, that the Supplier may not be accountable for overseas recipients, that individuals may not have Privacy Act remedies, and that foreign laws may compel further disclosure.

### 27. Disputes

If a dispute arises, either party may give written notice. Senior representatives of the Parties must meet and try to resolve the dispute within 30 days of the notice. During the dispute, the parties must continue performing their obligations, except those that cannot reasonably be performed. Nothing in this clause prevents a party from seeking urgent injunctive or interlocutory relief.

### 28. Governing Law

This Contract is governed by the law of New South Wales. The parties submit to the exclusive jurisdiction of the courts of New South Wales and waive any objection to proceedings in those courts. *The Sale of Goods (Vienna Convention) Act 1986* (NSW) and any equivalent legislation do not apply.



## SCHEDULE I Additional Consumer Terms and Conditions of Sale

### In this document:

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

### 1. Application

- (a) The Additional Consumer Terms and Conditions apply to the supply of Goods when and only to the extent that:
  - (i) the supply of Goods is to a Consumer; and
  - (ii) the Additional Consumer Terms and Conditions are incorporated into and form part of the Terms and Conditions in accordance with clause 25 of the Terms and Conditions, in respect of that supply of Goods.

### 2. Exception to Consumer Guarantee

The Consumer’s right to undisturbed possession of the Goods shall not apply to the extent that the Supplier maintains a valid security interest in the Goods pursuant to clauses 5 and 6 of the Terms and Conditions.

### 3. Limitation of Liability

- (a) To the extent that Goods supplied by the Supplier are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then
  - (i) subject to clause 3(a)(ii), the Supplier’s liability for any failure to comply with a Consumer Guarantee (other than those guarantees as to title, undisturbed possession and

undisclosed securities) is limited, at the sole discretion of the Supplier, to replacement, resupply or repair of the Goods; payment of the cost of replacing or acquiring equivalent goods; or payment of the cost of having the goods repaired; and

- (ii) to the extent that the Goods comprise a service, the Supplier’s liability for any failure to comply with a Consumer Guarantee is limited, at the sole discretion of the Supplier, to supplying the service again or payment of the costs of having the service supplied again.
- (b) Clause 3(a) shall not apply if the Consumer establishes that it would not be fair and reasonable for the Supplier to rely on the applicable clause.
- (c) To the extent that clause 3(a) does not apply, the Supplier acknowledges that:

Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

### 4. Making a Claim

- (a) If during the first 30 days from their date of delivery or receipt (or such other period that is reasonable in the circumstances) the Goods prove to be defective, the Supplier shall honour its obligations as set out above or in the ACL, as applicable.
- (b) In order to make a claim the Consumer must telephone the Supplier on +61 (2) 4974 0200 or email [gmsales@molycop.com](mailto:gmsales@molycop.com). The Consumer must provide the Supplier with details of the Goods, the date of supply, a description of the defect and appropriate contact details. Upon accepting the claim, the Supplier shall assist the Consumer with the appropriate remedy.
- (c) All Goods the subject of a claim must be accompanied by satisfactory proof of purchase. While this may take a number of forms, it is best to provide a legible receipt or sales invoice.
- (d) Unless the cost of doing so is unreasonably significant, the Consumer shall be responsible for returning the Goods at its expense. In all other cases, the Supplier shall collect the Goods at its expense.

### 5. Contact details

The Supplier’s contact details are:  
Maud Street, Waratah, NSW, 2298, Australia  
**Telephone:** +61 (2) 4974 0200  
**E-mail:** [gmsales@molycop.com](mailto:gmsales@molycop.com)  
**Website:** <https://molycop.com>



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