



GENERAL TERMS AND CONDITIONS OF XERTEK

General terms

Xertek: is a specialized and duly established company that provides services for the mining sector.

The Client/The Principal: is a legal entity that requests technical and specialized services for mineral commodities to Xertek.

1. XERTEK OBLIGATIONS

a) Xertek will provide services in laboratory testing and warehouse, pre-shipment, and shipment inspections for mining commodities according to our assaying and inspections specifications and standards described to the Client prior to the service.

b) Our main deliverables are daily, preliminary, and final reports subjected to the specifications given to the Client prior to the service. The content of our reports of laboratory testing and our inspection reports are the findings of testing and technical inspections performed according to international standards and the Xertek forms and should not express any qualifications or predictions that are not in the scope of the service.

c) Laboratory accuracy of testing results are confined to the specific mineral sample received for our laboratory specifically for that testing purpose and should not be considered for a different time and place, and it should not be used as a technical prejudice for such material in a different time and place. Xertek sample testing report is concerned and related to the sample only and not of the entire lot unless special and prior agreement between the parties.

d) Inspection reports are performed according to the Client's request and are confined to a client's specific mineral cargo. This inspection request represents the Client's full acceptance of the general storage conditions of the cargo at the Client's counterparty's facilities and consequently the consent of the equipment's calibration and maintenance of that counterparty's facilities. Xertek will not verify the facilities' conditions and will only record weights as obtained and proceedings as performed, according to the scope of the service requested, unless otherwise requested by the Client prior to the service.

e) The reports will content only findings and information subjected to the specifications given to the Client, the Client's request, agreed by Xertek as part of the scope of the service. Our obligation is to report only and solely according to our scope of the service.

f) Xertek can use previously technically qualified third-party assistance when considered necessary. Xertek will reveal the information at the Client's request only for the purpose of the scope of the service.

g) Samples storage is not part of Xertek services. Samples can be stored for a period according to the purpose that samples were obtained for and solely and exclusively for the period specified in Xertek terms and conditions: Gross samples up to 60 days: quality samples hermetically sealed for up to 270 days and quality samples unsealed for up to



30 days. Xertek reserves the right to proceed according to Xertek samples and residues elimination policy. The Client can request return of the gross samples by informing Xertek prior to the elimination period. Shipping and handling expenses will be invoiced to the Client's Principal.

h) For inspections gross samples in Chinese territory: For up to 90 days and after this period samples will be eliminated without notice and a storage fee will apply and will be included in the inspections invoice to the Client. These samples will remain stored at Xertek representatives' facility, in China.

Natural state gross samples courier delivery requests will be at Client's expenses and will be invoiced together with administrative and customs fees.

2. THE CLIENT RESPONSIBILITY

The Client carries out:

- a) To provide clearly and timely instructions together with relevant information useful for the requested service.
- b) To ensure safe access for Xertek workers to facilities and/or warehouses where the service takes place at no additional costs to Xertek. Access costs, labour and administrative costs, if/when needed, should be at Client's expenses and will be invoiced to the Client.
- c) To provide special equipment and general logistic assistance for the proper delivery of the information by Xertek.
- d) To inform Xertek in advance of all known or suspected risks or dangers of whatever nature, that could risk safety to Xertek workers for the execution of the requested services. Any costs related to or due to additional safety measures will be included in the invoice and paid by the Client.

3. PRICE AND INVOICING

- a) The Principal will pay all the fees and expenses which may be accepted prior to the service commencement. Xertek may provide quotation fees and/or Price list sent to the Principal, in writing. Delivery of the service instructions by the Principal represents acceptance by the Principal of such. The Principal will pay taxes accordingly.
- b) The Principal will pay at the latest within thirty (30) from the date of the invoice, or within any other time limit which may have been agreed in writing with Xertek, failing which interest on arrears will be due at the rate of 1.5% per month as from the date when the payment was due until the actual date of payment. Additionally, a US\$50 penalty fee will apply. The Principal is responsible for any collection expenses and judiciary, legal and administrative fees when the case, which may conduct to the claim by Xertek to the local authorities and the Principal shall not claim any taxes, including any possible interests and/or other penalty, back to Xertek nor deduct them from the fees and expenses payable to Xertek.



c) Unexpected expenses for unforeseen circumstances or events may appear, Xertek will inform the Principal who will pay immediately and diligently such expenses to assure the execution of the services. Shall Xertek pay in advance such expenses to ensure the continuation of the works, the Principal will agreed-upon pay. These expenses will be invoiced separately from the main invoice.

d) Xertek reserves the right to suspend its services if the obligations specified in clause 2.c) are not fulfilled by the Principal and arrears accrue for a period exceeding one (1) month. Xertek reserves the right to suspends its services if the Principal fails to pay, files for bankruptcy or financial failure.

4. **LIABILITY AND COMPENSATION**

a) Xertek liability for any claim or lost, damage or expenses because of a duly proven negligence is limited to the lesser of the following amounts: 1. The equivalent of ten (10) times the fees paid for the service requested under the terms of the contract; or, 2. USD 20,000 (twenty-thousand US Dollars). Xertek will not incur any liability for consequential or derivative damages including lost and profits, losses of future businesses or losses of production. If the Client seek out for the coverage of its cargo, it should obtain a proper insurance at its own expense.

b) Any claim for loss and damage must be notified by the Client in writing no later than thirty (30) days from the finding of the proven responsibility of Xertek, specifying the place, date and the service requested.

c) The Principal will release, guarantee and indemnify Xertek against any claim raised by a third party for loss, damage or expenses of whatever nature relating to the execution of the alleged nonperformance of services provided in accordance with the instructions of the Principal. In that case all costs, expenses, loss or damages will be paid by the Principal, and Xertek liability will not exceed that of 4.a).; including the suspension of a service for the reasons in 3.d).

The action to declare one clause null will only void that clause and not the other clauses. During the execution of the services, the Client will not hire or offer to hire any of the personnel part of the works in course.

Applicable law, jurisdiction, and settlement of disputes: These general conditions are according to the Peruvian Law. Any disagreement may be submitted to the Commercial Arbitration committee.

5. **CLIENT INFORMATION SAFETY**

All the information related to the Client including general information, is protected under the Xertek Personnel Confidentiality Agreement and the Xertek Privacy Policy.

XERTEK PERU S.A.C.