

CM Global Services LLC Terms and Conditions for the Sale of Products

April 18, 2025

1. Applicability.

(a) These terms and conditions (these “**Terms**”) apply to the purchase and sale of all products manufactured by a third-party supplier and branded, labelled, or otherwise identified with CM Global Services LLC’s (referred to as “**us**”, “**we**”, or “**our**” as the context may require) name, logo, or other identifying marks or labels (collectively, “**Products**”), including without limitation, Products sold through <https://cmglobalservices.io/> (the “**Site**”). These Terms are subject to change by us without prior written notice at any time, in our sole discretion. You should review these Terms before purchasing any Products that are available through this Site or otherwise offered by us. Your continued use of this Site after the “Last Updated Date” will constitute your acceptance of and agreement to such changes. If you purchase Products not through our Site, you will be invoiced for such Products and you will be required to acknowledge and agree to these Terms.

(b) **THESE TERMS CONTAIN AN ARBITRATION NOTICE AND A REQUIREMENT THAT ALL CLAIMS AND DISPUTES ARE SUBJECT TO CONFIDENTIAL MEDIATION AND BINDING ARBITRATION. PLEASE READ THE ARBITRATION NOTICE CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING BY REQUIRING MANDATORY INDIVIDUAL ARBITRATION OF CLAIMS AND DISPUTES. YOUR USE OF THE SITE AND PURCHASE OF PRODUCTS SHALL BE DEEMED TO BE ACCEPTANCE OF THE ARBITRATION NOTICE CONTAINED IN THESE TERMS.**

(c) **THESE TERMS CONTAIN VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ THEM CAREFULLY.**

(d) YOU AGREE THAT BY USING THE SITE AND/OR PAYING THE INVOICE FOR THE PRODUCT(S), YOU INDICATE YOUR ACCEPTANCE OF AND AGREEMENT TO THESE TERMS. YOU AGREE THAT THIS DOCUMENT HAS THE SAME LEGAL EFFECT AND ENFORCEABILITY AS A SIGNED PAPER DOCUMENT. YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND VOLUNTARILY AGREED TO THESE TERMS.

(e) BY PLACING AN ORDER FOR ANY PRODUCT, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS AND CONDITIONS.

(f) BY PLACING AN ORDER FOR ANY PRODUCT, YOU ASSUME ALL RISKS AND RESPONSIBILITIES ASSOCIATED WITH THE USE, INSTALLATION, MAINTENANCE, AND DISPOSAL OF THE PRODUCTS, AND YOU AGREE TO FOLLOW ALL INSTRUCTIONS, WARNINGS, AND PRECAUTIONS PROVIDED BY THE MANUFACTURER.

2. **Order Acceptance and Cancellation: Payment.** You agree that your order is an offer to buy, under these Terms, all Products listed in your order. All orders must be accepted by us, or we will not be obligated to sell the Products to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered. The purchase price for all Products is as reflected in your order. Unless otherwise set forth in your order, you must pay the entire balance of the purchase price prior to the Products transferring title to you. All prices for Products exclude transportation costs, freight, insurance, or any required taxes, tariffs, duties, import, export or custom charges, VAT, or other similar charges, expenses and fees charged by any governmental or quasi-governmental authority. Under no circumstance will any billing error affect your obligation to pay the purchase price for any Products. YOU ACKNOWLEDGE THAT WE ARE NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON.

3. **Shipments; Delivery; Title and Risk of Loss.**

(a) We will arrange for shipment of the Products to you. Please check the individual product page for specific delivery options. You will pay all shipping and handling charges specified during the ordering process.

(b) Title and risk of loss pass to you upon our transfer of the Products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

(c) You acknowledge and agree that the delivery date quoted in your order is an estimate only and may be changed. We will use commercially reasonable efforts to cause the Products to be shipped in accordance with the estimated delivery dates. However, we are not be liable for failure to ship the Products as estimated. We are not responsible for any delivery delay caused by the Manufacturer, or any third party, including but not limited to a carrier, supplier, customs or import brokers, or you, nor shall we be liable for any damages arising from a failure to achieve the estimated delivery date.

4. **Compliance Obligations.**

(a) You represent and warrant that: (i) the information you have provided for the purpose of establishing an account on the Site and/or ordering Products is true, accurate, current and complete; and (ii) you will maintain and promptly amend all information and material to keep it true, accurate, current and complete. You must provide your own information and may not use any other person's information, including, but not limited to, family members, friends, acquaintances, business contacts, etc. Upon our request, you will immediately provide such further information, including, without limitation, providing proof of identity and address, such as ID card verification, face verification, biometric verification, and/or document verification, and sign such additional documents, cause meetings to be held, and do and perform and cause to be done such further acts and things as may be reasonably necessary as requested by us, including in order to allow us to conduct any know your customer or other similar obligations. Notwithstanding anything to the contrary herein, we may terminate these Terms and any order you have made immediately upon notice to you if (i) we determine that your information provided was inaccurate or untruthful or (ii) you are unwilling or unable to provide any additional information requested by us pursuant to this Section.

(b) You shall at all times comply with all laws applicable to the operation of your business, these Terms, your performance of your obligations hereunder, and your use of the Products. Without limiting the generality of the foregoing, you shall (a) at its own expense, maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to the purchase or use of the Products and (b) not engage in any activity or transaction involving the Products, by way of shipment, use, or otherwise, that violates any law. In furtherance of the foregoing, you represent and warrant that: (i) you will not use the Site or Products for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a prohibited country listed in Supplement No. 1 to Part 740 of the United States Export Administration Regulations, (ii) you will not provide access to the Site to any person (including any natural person or government or private entity) that is located in or is a national of any embargoed or highly restricted country under United States export regulations, which include Cuba, Iran, North Korea, Syria, and Sudan, and (iii) you are not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated Nationals and Blocked Persons.

(c) You represent, warrant and covenant that you will, at all times, comply with our Harassment Policy, which is located here: <https://cmglobalservices.io/harassment-policy/> as the same may be amended or modified from time to time.

(d) You agree to indemnify and hold harmless us and our officers, directors, stockholders, employees, agents, representatives, advisors and each of their successors and assigns (each an "**Indemnified Party**") from any and all suits, claims, and losses of any kind incurred or suffered, directly or indirectly, by any Indemnified Party whatsoever arising out of, attributable to or incidental to: (a) a breach of, or misstatement in, any one or more of the representations, warranties, obligations or covenants you made in or pursuant to these Terms or your order; (b) the failure by you to pay any and all costs, taxes, customs, duties, tariffs, and the like

arising from the transactions set forth in these Terms or any order, (c) your ownership, operation or use of the Products or any mining equipment or hardware, and (d) any conduct, activity, or action by you or any person or entity acting on your behalf, or at your request, which is unlawful or illegal under any state, federal or common law, or is violative of the rights of any individual or entity.

5. Limited Warranty and Exclusions.

(a) We warrant to you that for a period of one (1) year from the date of shipment of the Products ("**Warranty Period**"), that such Products will materially conform to the published specifications in effect as of the date of manufacture and will be free from material defects in material and workmanship.

(b) EXCEPT FOR THE PRODUCT WARRANTIES SET FORTH IN SECTION 5(a) WE MAKE NO OTHER WARRANTIES WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

(c) We shall not be liable for a breach of the warranties set forth in Section 5(a) unless: (i) you give written notice of the defective or non-conforming Products, reasonably described, to us within thirty (30) days of the time when you discover or ought to have discovered the defect; (ii) if applicable, we are given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 5(a) to examine such Products and you (if requested to do so by us) returns such Products to our place of business at our cost for the examination to take place there; and (iii) we reasonably verify your claim that the Products are defective or non-conforming.

(d) We shall not be liable for a breach of the warranty set forth in Section 5(a) if: (i) you make any further use of such Products after giving such notice; (ii) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use, or maintenance of the Products; or (iii) you alter or repair such Products without our prior written consent.

(e) Subject to Section 5(c) and Section 5(d) above, with respect to any such defective Products during the Warranty Period, we shall, in our sole discretion, either repair or replace such Products (or the defective part).

(f) THE REMEDIES SET FORTH IN SECTION 5(e) ARE YOUR SOLE AND EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 5(a).

(g) SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

(h) YOU AFFIRM THAT WE SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF THE MANUFACTURER'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS.

6. Limitation of Liability.

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR (I) LOST PROFITS, LOSS OF BUSINESS, OR LOST REVENUE; (II) DAMAGE TO YOUR MINING EQUIPMENT OR HARDWARE; (III) FORCE MAJUERE EVENTS OR SIMILAR OCCURRENCES; (IV) DAMAGES RESULTING FROM ANY ACTIONS OR INACTIONS OF YOU OR ANY THIRD PARTY; (V) LOSS, INTERRUPTION OR USE OF DATA OR LOSS OF USE OF YOUR MINING EQUIPMENT OR HARDWARE OR ANY LOSS, DELETION, OR CORRUPTION OF YOUR DATA OR FILES WHATSOEVER; (VI) DAMAGES TO YOUR MINING EQUIPMENT OR HARDWARE OR ANY THIRD PARTY EQUIPMENT; (VII) ANY INTERRUPTION IN YOUR MINING EQUIPMENT OR HARDWARE FUNCTIONALITY; (VIII) ANY LOSS OF, OR FAILURE TO ACHIEVE, MINING REWARDS OR ANY CHANGE IN THE VALUE OF YOUR MINING EQUIPMENT OR HARDWARE; OR (IX) ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL,

SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE

(b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR SOLE AND ENTIRE MAXIMUM LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL LOSSES, COSTS, AND DAMAGES ARISING FROM OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE PRODUCTS SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS YOU HAVE ORDERED THROUGH OUR SITE.

(c) THE LIMITATIONS SET FORTH HEREUNDER WILL APPLY TO ALL CLAIMS AND CAUSES OF ACTION, REGARDLESS OF WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY

7. **Goods Not for Resale or Export.** You represent and warrant that you are buying products or services from the Site for your own personal or household use only, and not for resale or export.

8. **Force Majeure.** We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

9. **Governing Law and Jurisdiction.** All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Delaware. Only to the extent the dispute resolution provisions outlined in these Terms must be enforced, or only as necessary to provide injunctive relief as contemplated herein, the jurisdiction and venue shall be exclusively within the State and Federal courts located within Denver, Colorado.

10. **Dispute Resolution – Mediation and Binding Arbitration.**

THE SITE AND PRODUCTS ARE BEING MADE AVAILABLE ON THE BASIS OF YOUR ACCEPTANCE OF THE FOLLOWING ARBITRATION NOTICE. BY ACCEPTING THESE TERMS AND USING THE SITE AND/OR PURCHASE PRODUCTS, YOU ARE AGREEING TO CONFIDENTIAL DISPUTE RESOLUTION, INCLUDING MEDIATION AND BINDING ARBITRATION RATHER THAN LITIGATION IN ANY COURT. YOU HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO ASSERT ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR ANY PRODUCTS IN ANY COURT. YOU FURTHER ACKNOWLEDGE THAT YOU ARE ACCEPTING THESE TERMS VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS WHATSOEVER EXCEPT THOSE EXPRESSLY CONTAINED IN THESE TERMS.

THIS ARBITRATION NOTICE AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

(a) **Mediation and Arbitration.** To the fullest extent permitted by law, the parties hereto agree to waive their rights to seek remedies in court, including but not limited to rights to a trial by jury. The parties agree that any dispute, claim or controversy between or among them or their subsidiaries, affiliates or related entities arising out of, relating to or in connection with these Terms including all transactions between you and us even if such transactions were completed under a prior version(s) of these terms, including claims related to the breach, termination, enforcement, interpretation, or validity of these terms and the determination of the scope or applicability of this agreement to arbitrate will be resolved in accordance with a confidential two-step dispute resolution procedure involving: (1) non-binding mediation, and (2) binding arbitration under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq., or state law, whichever is applicable. Any such mediation or arbitration hereunder will be under the auspices of the American Arbitration Association (“AAA”) pursuant to its then current Commercial Arbitration Rules and Mediation Procedures (the “**AAA Commercial Rules**”). The parties

agree that any mediation and/or arbitration proceedings initiated hereunder shall be kept in strict confidence, meaning that you and us agree not to disclose or cause to be disclosed to any third party the dispute(s) to be mediated and/or arbitrated hereunder, or any of the underlying facts, circumstances, documents, and other materials relating to such dispute(s), except as may be necessary in connection with a court application for injunctive relief, a judicial challenge to an award or its enforcement, or unless otherwise required by law. No arbitration will be initiated or take place with respect to a given dispute if the parties have successfully achieved a mutually agreed to resolution of the dispute as a result of the step-one mediation. The arbitration (if the dispute is not resolved by mediation) will be conducted by a single AAA arbitrator, mutually selected by the parties, or by AAA if the parties cannot agree, as provided for by the AAA Commercial Rules. If you initiate arbitration, each party will equally split the costs and will advance any arbitration fees, including any required deposit. If we initiate arbitration, we will pay the entire amount of the arbitration fees, including any required deposit. The parties agree that the arbitrator will apply the substantive law of the State of Delaware to all state law claims and federal law to any federal law claims, that discovery will be conducted in accordance with the AAA Commercial Rules or as otherwise permitted by law as determined by the arbitrator. The arbitration will be conducted in Denver, Colorado or Wilmington, Delaware. The arbitration will be conducted in English. Discovery or exchange of non-privileged information relevant to the claim will be allowed, keeping in mind the reasonable need for the requested information, the availability of other discovery options, and the burdensomeness of the request on the opposing party. In accordance with the AAA Commercial Rules (a copy of which is available through AAA's website, www.adr.org), the arbitrator's award will consist of a written statement as to the disposition of each claim and the relief, if any, awarded on each claim. Where there is a conflict or inconsistency between the AAA Commercial Rules and procedures and this arbitration provision, this arbitration provision will govern. Any award rendered by the arbitrator will be final and binding, and judgment may be entered on it in any court of competent jurisdiction. Nothing contained herein will restrict either party from seeking temporary injunctive relief in a court of law. In the unlikely event the AAA refuses to accept jurisdiction over a dispute, the parties agree to submit to Judicial-Arbitration-Mediation Services ("JAMS") mediation and arbitration applying the JAMS equivalent of the AAA Commercial Rules. If AAA and JAMS refuse to accept jurisdiction, the parties may litigate in a court of competent jurisdiction pursuant to Section 9. **Any claim will be decided by an arbitrator, rather than by a judge or jury, and an arbitration award will be final and binding on you and Compass, without any right of appeal. Court review of an arbitration award will be very limited. Customer and Compass hereby waive the right to assert any Claim in any court. As set out below, all arbitrations will be conducted on an individual basis, and there shall be no class or collective actions in arbitration.**

(b) Class Action Waiver. Any dispute-resolution proceeding must be brought in the parties' individual capacities, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("**Class Action**"). The parties expressly waive any ability to maintain any Class Action in any forum. Unless the parties later otherwise agree, the arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties understand that they would have had a right to litigate through a court, to have a judge or jury decide their case, and to be party to a class or representative action; however, the parties understand that they are foregoing these rights and electing to have any dispute decided individually, through arbitration. **You acknowledge and agree that you are waiving any ability to join or consolidate your claim(s) in arbitration with the claim(s) of any other person and to bring any claim(s) on a class basis, in a representative capacity, on behalf of the general public, or on behalf of any other person.**

11. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 11 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms. You agree that this document is binding upon you and your heirs, successors, assigns, and legal representatives.

12. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of CM Global Services LLC.

13. No Third-Party Beneficiaries. Nothing in these Terms, express or implied, confers or is intended to confer any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason upon any person other than you.

14. **Notices.**

(a) **To You.** We may provide any notice to you under these Terms by (i) sending a message to the email address you provide or (ii) by posting to the Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

(b) **To Us.** To give us notice under these Terms, you must contact us as follows: (i) by email to logistics@compassmining.io; or (ii) by overnight courier or registered or certified mail to CM Global Services LLC, 251 Little Falls Drive, Wilmington, Delaware 19808, ATTN: Director of Global Logistics and Services. We may update the address for notices to us by posting a notice on the Site or by amending these Terms. Notices provided by email transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

15. **Severability.** If any provision of these Terms is invalid, illegal, void, or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

16. **Entire Agreement.** These Terms, including any purchase order(s) for the Products, along with any applicable schedule, exhibit or other document delivered, constitutes the entire agreement between the parties and supersedes any other agreement, whether oral or written, with respect to the subject matter hereof. There are no verbal agreements, representations, warranties, undertakings or agreements between the parties. We may at any time amend, modify or revise these Terms by updating these Terms and by providing notice to you of that change via the Site and/or by email and your continued use of the Site and/or continued transactions with us will be deemed as you agreeing to any such modifications, amendments or revisions to these Terms. You agree that the most current version of these Terms is maintained at <https://cmglobalservices.io/terms-and-conditions/> and will govern all transactions between you and us, even if such transactions occurred prior to the most recent version of these Terms.

17. **Survival.** Any provision of these Terms, which, by its nature, would survive termination or expiration of these Terms or your order, will survive any such termination or expiration, including, without limitation, the following sections: Section 2, Section 4, Section 5, Section 6, Section 9, Section 10, Section 13, this Section 17, Section 18 and Section 19.

18. **Electronic Acknowledgements; Payment Acknowledgements.** These Terms may be electronically signed or electronically agreed, and that any electronic signatures, acknowledgements or agreements are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. If you purchase Products not through our Site, you will be invoiced for such Products and your payment of any invoices will be deemed as your acknowledgement and agreement to these Terms.

19. **Consent to Electronic Business.** Because we operate online, it is necessary for you to consent to transact business with us online and electronically. As part of doing business with us, therefore, we also need you to consent to us giving you certain disclosures electronically, either via the Site or to the email address you provide to us. By accepting these Terms, you consent to receive electronically all documents, communications, notices, contracts, and agreements arising from or relating in any way to your or our rights, obligations, or services under these Terms (each, a “***Disclosure***”). You will keep us informed of any change in your email or residence address so that you can continue to receive all Disclosures in a timely fashion. If your registered email address changes, you must notify us immediately of the change. You also agree to update your registered residence address and contact information on the Site if they change. Your decision to do business with us electronically is made completely voluntarily.